

APMC AD MANAGER TERMS AND CONDITIONS

These self-serve terms and conditions (“Self-Serve Terms”) govern all access and use of the APMC Ad Manager Platform (“Self-Serve Platform”) by advertisers (“Advertisers”), and any agency (“Agency”) acting on their behalf, including purchasing advertising inventory and serving such ads on APMC’s OTT streaming platforms (“APMC Platform”) and any other devices, applications, websites, or digital services on which APMC sells advertising inventory (collectively, “APMC Properties”).

As a condition of using the Self-Serve Platform, each Advertiser agrees to be bound by these Self-Serve Terms, which form a legally binding contract with the relevant APMC entity as described herein (“APMC” or “we”). If an Agency procures Ads or uses the Self-Serve Platform on behalf of Advertiser, Agency hereby agrees to be bound by these Self-Serve Terms on behalf of, and as if it were, Advertiser. APMC reserves the right to share information about Agency’s use of the Self-Serve Platform on behalf of an Advertiser with that Advertiser.

The individual agreeing to these Self-Serve Terms on behalf of Advertiser or Agency represents and warrants they have the full authority to bind such entity to these Self-Serve Terms. For purposes of these Self-Serve Terms, Advertiser and Agency, and any individual acting on their behalf, may be collectively referred to as “you” or “your” hereinafter.

1. Account Access.

APMC has no obligation to grant any Advertiser access to the Self-Serve Platform and may deny, suspend, or revoke access at any time in its sole discretion. In order to access the Self-Serve Platform, you must provide the information necessary to create and maintain an account (“Ad Manager Account”), including but not limited to an email address and other contact information. You represent and warrant all information provided, including Advertiser’s applicable industry, is (and is kept) true, accurate, and complete. You may authorize individuals to access and use your Ad Manager Account, provided that you are responsible for all activity that occurs under your Ad Manager Account, including without limitation setting up, managing and revoking the access levels for your Ad Manager Account. Any individual who may be granted access to an Ad Manager Account must comply with these Self-Serve Terms. APMC reserves the right to (i) confirm you are authorized to act on behalf of Advertiser or Agency, (ii) verify the Advertiser is in good standing, or (iii) otherwise validate an Advertiser, including via credit reports or industry classification.

2. License Grant.

You hereby grant APMC a non-exclusive, non-transferable (except as provided herein), worldwide, irrevocable, royalty-free right and license to format, reproduce, display, distribute, publish, perform and promote your advertisements, and any and all related artwork, images,

graphics, text, video, audio, data, trademarks, logos, URLs or other assets, materials, or information (collectively, an “Ad”), in any size, placement, or location on the APMC Properties and exercise and exploit any and all intellectual property, publicity, and any other proprietary rights embodied in your Ads in connection with your campaigns and these Self-Serve Terms and to provide and promote the Self-Serve Platform.

3. Use of the Platform.

a. You shall ensure your use of the Self-Serve Platform complies with these Self-Serve Terms, applicable laws, and does not infringe any rights of third parties. You are solely responsible for the Ads (including any content contained in Ads) you choose to run through the Self-Serve Platform, including without limitation, (i) all trafficking and targeting decisions, (ii) providing all content, materials, assets, and information necessary to create an Ad and place an order for its insertion on the APMC Properties through the Self-Serve Platform checkout process (each an “Order”), (iii) any promotions, sweepstakes, or contests offered in connection with ad campaigns, and (iv) any production requirements or claims about Advertiser’s products or services, calls to action, or other promotional messages. The foregoing applies even if APMC provides services or tools to assist with creating, optimizing, targeting, or trafficking of your Ads or reviews or approves your Ads prior to placement or delivery. APMC may apply disclaimers or disclosures to Ads as may be required by applicable law or in APMC’s sole discretion. APMC is not responsible for any third-party content published or made available on any APMC Properties.

b. You are responsible for setting all of your desired parameters for each Ad and/or Order, including the maximum amount you want to spend over the course of a campaign (each a “Budget”), the start and end flight date of your Ads, and various targeting criteria, each subject to limitations set by APMC from time to time in its sole discretion (including without limitation the number of Ads an Advertiser can run via the Self-Serve Platform). It is your responsibility to monitor your Ads and ensure they are consistent with your objectives. You are solely responsible for any changes to your Ads and/or Orders. Ads will stop delivering upon the earlier of (i) the date your Budget has been reached, or (ii) the scheduled end date for the applicable campaign.

c. The Self-Serve Platform may not be used for any purpose not expressly permitted by these Self-Serve Terms or otherwise prohibited by applicable laws or regulations, including any activity that interferes with or disrupts, damages, disables, or impairs the Self-Serve Platform. APMC reserves the right to restrict, suspend, revoke, or terminate access to the Self-Serve Platform at any time without notice or liability in its sole discretion, including without limitation, if APMC believes you have breached these Self-Serve Terms, violated any law or regulation, engaged in other inappropriate conduct, or for any other reason. You agree to be liable for any fees incurred prior to such suspension, termination, or discontinuance. All rights and obligations that expressly survive these Self-Serve Terms will survive termination or discontinuance of the Self-Serve Platform.

4. Ad Campaigns.

a. Approval. All Ads are subject to APMC's review and approval before a campaign can begin and impressions, Installs, or Conversions can begin delivering. Approval includes compliance with all Policies, as well as any other issues raised by APMC in its sole discretion. Ads must be submitted to APMC for approval via the Self-Serve Platform no less than three (3) business days before the scheduled campaign start date. However, any modifications required for the Ad to comply with APMC's Policies may result in a delay to the campaign start date. It is your responsibility to regularly check the status of an Ad, including whether it has been approved, rejected, or requires modification, within the Self-Serve Platform. In the event an Ad hasn't been approved before the campaign start date, APMC will automatically pause the campaign. If a campaign begins later than its scheduled start date, the end date will not be adjusted, and the number of impressions, Installs, or Conversions delivered during the campaign may be reduced accordingly. A campaign will be automatically canceled in the event an Ad is not approved before the scheduled campaign end date. APMC has no obligation to back-up, store, retrieve, or return any Ad(s) to you.

b. Delivery. Provided that your Ad is approved by APMC, APMC will use commercially reasonable efforts to ensure your Ad is delivered according to your selected criteria, provided that APMC does not guarantee the reach or performance of Ads or delivery of all impressions, Installs or Conversions reflected in your campaign Budget, or that Ads will reach the audience intended. Delivery is subject to availability and may not be continuous or evenly paced. APMC is not responsible for any technical issues that may affect the delivery of Ads or availability of the APMC Properties. APMC reserves the right to reject, pause, suspend, or cancel any Ad and/or Order placed through the Self-Serve Platform for any reason in its sole discretion without any liability to Advertiser or any third party. For purposes of these Self-Serve Terms, APMC makes no commitments regarding editorial adjacency, content adjacency, or competitive separation.

c. Policies. All Ads must comply with APMC's advertising guidelines located at [\[LINK TO BE INSERTED\]](#) ("Ad Guidelines") and any other criteria, requirements, and specifications determined by APMC and communicated to you (collectively, "Policies"). You, not APMC, are solely responsible for ensuring your Ads comply with all applicable laws, regulations, industry guidelines, as well as APMC's Policies. APMC may block, reject, revoke, or remove any Ad for any reason at any time, including where APMC determines an Ad is inconsistent with APMC's Policies, business practices, strategy, standards, or brand. APMC is not responsible for Advertiser's costs associated with producing or modifying an Ad. APMC reserves its right to: (i) require modifications to an Ad before approval and to require modifications to any previously approved Ad; (ii) require factual support for any statements or claims in connection with an Ad; (iii) reject any Ad where the product or service could adversely affect the interests of APMC or its users; (iv) revoke approval of an Ad; and (v) waive or make exceptions to the Policies described in this Section in its sole discretion.

d. Targeting. APMC may provide Advertiser with the option to target an Ad to a desired audience based on criteria selected by Advertiser in the Self-Serve Platform, provided however, APMC does not guarantee Ads will reach the audience targeted and you remain solely responsible for any targeting or trafficking decisions you make. You may choose whether and in what combination to use targeting criteria, provided it is your sole responsibility to do so in compliance with applicable laws and these Self-Serve Terms. If no targeting criteria is applied, Ad(s) will be served across available inventory at APMC's discretion. You shall not target Ads, or otherwise use any audiences or targeting tools made available through the Self-Serve Platform, in any way that discriminates against people unlawfully, including discriminating against certain individuals or groups of people in connection with, for example, offers of housing, employment, and credit. You shall not (a) wrongfully target specific groups of people with Ads in a way that violates applicable laws; or (b) wrongfully exclude specific groups of people from seeing Ads in violation of applicable laws.

e. Reporting. APMC may make campaign reporting and analytics available at its discretion to help you understand how your Ads perform, provided however, APMC makes no guarantees as to the accuracy, suitability, or reliability of such information (if any). APMC is under no obligation to provide Advertiser with additional information regarding the performance of an Ad or any other aspects of the campaign. All reporting and any data or information contained therein, may only be used for Advertiser's internal purposes, in accordance with Section 6 below.

f. Cancellation. APMC reserves the right to cancel, pause, or suspend any Ad or campaign in its sole discretion. If Advertiser wishes to cancel or pause a campaign, it must do so directly through the Self-Serve Platform in order for the request to be effective. If a campaign is cancelled, impressions, Installs, or Conversions will stop delivering and Advertiser will only be charged for the impressions, Installs and Conversions delivered, including during the short period while the cancellation request is processed. If a campaign is paused, impressions, Installs, and Conversions will stop delivering and Advertiser will be charged for all impressions, Installs, and Conversions delivered, provided that Advertiser may also resume the campaign at any time before the scheduled end date. Pausing a campaign will not extend or modify the scheduled campaign end date, and the number of impressions, Installs, or Conversions delivered during the campaign may be reduced accordingly.

g. Make-Goods. Make-goods for under-delivery of impressions, Installs, or Conversions are not available in the Self-Serve Platform. In the event an Ad under-delivers purchased guaranteed impressions, Installs, or Conversions based on APMC's measurement, or in the event an Ad or Order is cancelled, a pro-rata refund will automatically be made for the unfulfilled portion of your Order to your credit card or other payment method on record. You agree that the foregoing refund constitutes your sole and exclusive remedy with respect to any under-delivery of impressions, Installs, or Conversions, or cancelled Ads or Orders. For purposes of these Self-Serve Terms, Advertiser agrees all Ads are deemed 100% viewable.

h. Discounts. APMC, in its sole discretion, may choose to offer a code, credit, coupon or other discount in an amount and on terms and restrictions provided by APMC. Account codes, credits,

coupons, or other discounts are non-transferable and may not be redeemed for cash. If Advertiser's account is cancelled, Advertiser will forfeit any account codes, credits, coupons, or other discounts.

i. Quality Control. APMC may, but is not obligated to, periodically review Ads in its sole discretion, either before or after they go live, to ensure ongoing compliance with these Self-Serve Terms, provided however, you expressly acknowledge and agree that the foregoing shall not relieve you of your responsibility to ensure compliance with all applicable laws and regulations with respect to your use of the Self-Serve Platform and any Ads you run, including any webpages or material that your Ads link to.

5. Fees and Billing.

a. Billing. APMC may enable you to purchase Ads using various pricing models depending on the Ad format, in APMC's sole discretion. Ads may be purchased on a: (i) cost-per-thousand basis ("CPM"), meaning you'll pay a fixed rate for a certain number of ad impressions; (ii) cost-per-install basis ("CPI"), where you will pay a fixed rate for the number of installs of Advertiser's application ("Installs") on the APMC Platform by end-users within a APMC determined Lookback Period (defined below) of exposure to an Ad campaign, where exposure is the later of either the last impression or last-click, or (iii) cost-per-action basis ("CPA"), where you pay a fixed rate for each user that completes a defined action within a APMC determined Lookback Period of exposure to an Ad (each a "Conversion"), where exposure is the later of either the last impression or last-click, as further described in Section 5(b). "Look-back Period" means the period of time after an end-user has been exposed to an Ad within which an Install or other Conversion can be attributed, or matched, to an Ad exposure. All Look-back Periods are subject to change in APMC's sole discretion. You will only be charged for impressions, Installs, or Conversions actually delivered. All charges are based on APMC's measurement and calculation as to the number of impressions, Installs and Conversions delivered, which is final under these Self-Serve Terms. All amounts paid for delivered impressions, Installs, and Conversions are non-refundable.

b. CPA Campaigns. If Advertiser chooses to run a CPA campaign through the Self-Serve Platform, the following definitions shall apply:

i. "First Time View" is when an end-user has streamed a video on the APMC Platform for the first time for any length of time within a APMC determined Look-back Period of exposure to an Ad campaign.

c. Payment Method. You must provide a credit card or form of payment currently accepted by APMC ("Payment Method") in order to submit a campaign via the Self-Serve Platform. APMC or its third-party payment processor(s) may run one or more payment authorization checks in order to validate the Payment Method. To avoid campaign interruptions, the expiration date associated with the Payment Method should occur after the scheduled end date of any campaigns. By providing a Payment Method, you authorize APMC or its payment processor(s)

to charge that Payment Method for all amounts due (including applicable taxes) in connection with any campaigns submitted through the Self-Serve Platform and to store your payment card information and to continue billing the card until your Order(s) has been fulfilled. You represent and warrant that any payment information you submit via the Self-Serve Platform is true, accurate, and complete to the best of your knowledge.

d. **Payment Failures.** If your Payment Method fails, your Ads will be suspended or paused and impressions, Installs, and Conversions will stop delivering. APMC may retry charging the Payment Method. In the event Advertiser does not provide a new Payment Method before the scheduled campaign end date, the campaign will be cancelled. Advertiser remains obligated to pay APMC for any impressions, Installs, and Conversions delivered and agrees to pay all amounts due. APMC may take steps to collect past due amounts using collection mechanisms it deems appropriate and may cancel any current or future campaigns on the Self-Serve Platform. You are responsible for paying all amounts billed to your Payment Method, whether or not authorized by you. You will pay all reasonable costs and expenses (including reasonable attorneys' fees) incurred in collecting any late payments. APMC reserves the right to charge interest on any past due amounts at the rate of the greater of 1% per month or the lawful maximum. Any disputes about payments made in connection with these Self-Serve Terms must be submitted in writing within sixty (60) days of the date you incurred such charge, otherwise you waive such dispute, and such charge will be final and not subject to challenge unless otherwise required by applicable law.

e. **Invoices.** In the event APMC, in its sole discretion, agrees to invoice Advertiser directly for Ads purchased via the Self-Serve Platform, unless otherwise agreed by APMC in writing, APMC will issue the invoice at the end of the calendar month in which the Ads were first delivered, and then on a monthly basis, which shall be payable within thirty (30) days of receipt. The invoice(s) shall relate to Ads delivered up to the date indicated, charges for which shall be calculated on a pro-rata basis as determined solely by APMC. You shall make all payments due without deduction, whether by way of set-off, counterclaim, discount or otherwise. APMC may, but is not obligated to, offer a credit line to select Advertisers who have completed a credit check and agreed to any applicable terms and conditions. APMC reserves the right to modify, suspend or cancel credit lines, if any, at any time with or without notice for whatever reason. Any extension of an approved credit line will be at APMC's sole discretion and may be subject to further credit review. Interest charges and collection fees may be applied to past due amounts. Advertiser and Agency shall be jointly liable for the payment of sums due under any invoice related to these Self-Serve Terms. If APMC has not received payment from an Agency (if applicable) within forty-five (45) days from the due date of the invoice, APMC may consider the invoice to be delinquent and may invoice or contact the Advertiser directly. Advertiser shall be liable to APMC for all unpaid billings in connection with these Self-Serve Terms. Nothing herein relating to the payment of invoiced amounts by Agency shall be construed to relieve Advertiser of, or diminish Advertiser's liability, for a breach of its obligations hereunder.

f. **Taxes.** Advertiser shall be solely and exclusively responsible for the payment of any sales, use, value-added and similar taxes and other taxes including excise, digital or similar taxes or

surcharges or duties or tariffs (collectively “Taxes”) arising from or related to your use of the Self-Serve Platform or from or to any amount payable under these Self-Serve Terms, other than taxes on APMC’s (or it’s affiliate’s) net income (as applicable). In the event Taxes for which Advertiser is responsible are paid by APMC (or any APMC affiliate, as applicable) or Advertiser determines payments under these Self-Serve Terms are subject to withholding taxes, Advertiser shall gross up any amounts due hereunder so that, after payment or withholding of all such taxes, APMC (or APMC affiliate’s, as applicable) receives a net amount equal to the amount that would have been due to APMC (or APMC affiliate, as applicable) under these Self-Serve Terms had no such taxes been imposed. Advertiser shall be billed Taxes (if any) and shall timely remit to APMC (or any APMC affiliate, as applicable) the full amount billed for such Taxes. If Advertiser provides APMC (or a APMC affiliate, as applicable) with a properly completed and executed exemption certification, APMC (or a APMC affiliate, as applicable) shall neither bill nor collect the Taxes as may be covered by the certificate. Advertiser shall defend, indemnify and hold APMC (or any APMC affiliate, as applicable) harmless from any liability, penalties, fines or other costs resulting from any failure to remit any such Taxes. The Budget you set in the Self-Serve Platform is exclusive of all Taxes.

6. Data and Privacy.

a. Advertising Data. Except as otherwise expressly permitted by APMC in writing, and subject always to the restrictions set forth in these Self-Serve Terms, if APMC makes Advertising Data available to you or allows you or Measurement Providers to collect or process it, Advertiser may only use such Advertising Data for internal purposes and then only for (i) planning and optimizing Ad campaigns on the APMC Properties, and (ii) assessing the effectiveness and performance of Ad campaigns on the APMC Properties. Any other use of Advertising Data is expressly prohibited and will constitute a material breach of these Self-Serve Terms.

“Advertising Data” means any data or information, including “personal information” or “personal data” as defined by applicable Privacy Laws (“Personal Information”), that is collected, accessed, viewed, received, or derived by Advertiser or any Measurement Providers, or otherwise provided or made available by APMC to Advertiser in connection with any ad campaign on the APMC Properties executed through the Self-Serve Platform, including any pixel data, data integration, log data, campaign reporting, performance metrics, and any data or information available within the Self-Serve Platform or collected by APMC in connection with campaigns run through the Self-Serve Platform. Except where otherwise permitted by APMC, Advertiser shall only be entitled to access and view Advertising Data in an aggregated and anonymous manner. You agree that APMC may use Advertising Data for any purpose in connection with its provision of the Self-Serve Platform and other business purposes in accordance with applicable Privacy Laws and APMC’s Privacy Policy, including without limitation, to serve, measure, and personalize ads and create targetable audiences, track engagement and conversions, perform forecasting and analytics, optimize and improve ad delivery and performance, conduct research and product development, and otherwise provide and improve our products and services. In addition to any other representations and warranties, you represent and warrant that (i) any such Advertising Data you provide to APMC is collected in accordance with applicable laws; (ii) you have provided all required notices and obtained all

necessary rights and consents to such data in compliance with applicable law in order to provide and allow APMC to use it in connection with your campaigns run through the Self-Service Platform, including without limitation by informing each data subject whose data will be included in Advertising Data in your privacy policy that information collected by you or your Agent may be used as set forth in APMC's Privacy Policy; and (iii) any such data will not include end-users who have opted-out of or otherwise withdrawn their consent for ad targeting and if an end-user subsequently opts out of or withdraws their consent for ad targeting after you have disclosed such data to APMC, you will cease using such data for ad targeting.

b. Data Restrictions. Except as otherwise expressly permitted in these Self-Serve Terms, you represent and warrant that you will not and will not attempt to:

- i. Disclose, sell, rent, transfer, distribute, or provide access to Advertising Data (even in anonymous, aggregate form) to any affiliate or third party under any circumstance, including without limitation any ad network, ad exchange, SSP, DSP, DMP, data broker, data marketplace, or other advertising or monetization service or allow piggybacking or redirecting with tags.
- ii. Comingle, combine, or aggregate Advertising Data with other data or analyze it across multiple advertisers or advertising campaigns.
- iii. Link Advertising Data to any identifiable person, user, or household.
- iv. Associate Advertising Data with any individual or group of individuals in violation of applicable law or with individuals below the age which is the higher of (i) 13 years old and (ii) the minimum age permitted by applicable law.
- v. Use Advertising Data for repurposing, retargeting, prospecting, cross-device tracking, or to build or augment a device graph or similar identity solution.
- vi. Create, append, edit, or augment any audience segments, user profiles, or interest categories related to any user, device, or browser.
- vii. Determine or infer information about specific channels or titles of video content on the ad inventory in which an Ad was run or to determine any kind of employment, credit, health care, housing, or insurance eligibility.
- viii. Modify or create derivative works of Advertising Data or disaggregate, de-anonymize or reverse engineer Advertising Data.
- ix. Disclose, transmit, or send to us, or use any Self-Service Platform tools, services, or features, to collect or provide, information from individuals that includes Sensitive Data. "Sensitive Data" means any data or information deemed "sensitive" under any Privacy Laws including without limitation information about or related to (1) race or ethnicity, (2) religious or philosophical beliefs, (3) union membership, (4) genetic or biometric data, (5) physical or mental

health, (6) sex life or sexual orientation, (7) financial information, (8) an end-user's Social Security number, license number, or other government-issued number or identifier, (9) criminal offenses, (10) an end-user's precise geo location, (11) or any information that you know or reasonably should know is from or about children under the age of 13 or any individual under the age of consent in your applicable jurisdiction, or (12) any information subject to The Health Insurance Portability and Accountability Act of 1996 or equivalent legislation.

c. Measurement Providers. For the avoidance of doubt, you may not disclose Advertising Data, if any, to any third party without APMC's prior written consent in each case, except to your advertising measurement and analytics service providers that have been pre-approved by APMC ("Measurement Providers"), and then only to the extent necessary for those Measurement Providers to perform services on Advertiser's behalf in connection with Ads on the APMC Properties in accordance with this Section 6 and not for any other purposes. Advertiser shall ensure Measurement Providers are bound by and comply with obligations that are no less restrictive than those set forth in this Section 6 and shall be liable for all acts and omissions of its Measurement Providers.

d. Tracking Technologies. Unless otherwise explicitly approved or authorized by APMC in advance, you will not, and will not allow third parties, to place, install, or execute any tags, pixels, beacons, cookies, or any other tracking or data collecting technologies on the APMC Properties or any device of any end-user of the APMC Properties. Notwithstanding the foregoing, APMC reserves the right in its discretion to make pixels available for Advertiser to use solely for measurement purposes in connection with Advertiser's campaigns via the Self-Serve Platform. You shall only place pixels on websites and other digital properties owned by Advertiser.

e. Compliance. You certify that you understand and shall comply with all obligations and restrictions related to your use of Advertising Data and any other Personal Information you obtain, in connection with these Self-Serve Terms. Each party shall comply with all applicable privacy and data protection laws and regulations ("Privacy Laws") in respect to its use, storage, disclosure, and processing of Personal Information under these Self-Serve Terms Agreement and provide the same level of privacy protection to such Personal Information as required by Data Protection Laws, including but not limited to the (i) California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020 (collectively, "CCPA"), (ii) Colorado Privacy Act ("CPA"); (iii) Connecticut Personal Data Privacy and Online Monitoring Act ("CPOMA"); (iv) Utah Consumer Privacy Act ("UCPA"); (v) Virginia Consumer Data Protection Act ("VCDPA"), (vi) the Florida Digital Bill of Rights ("FDBR"), (vii) the Oregon Consumer Data Protect Act ("OCPA"), (viii) the Texas Data Privacy and Security Act ("TDPSA"), (ix) the Video Privacy Protection Act ("VPPA"), (x) the Children's Online Privacy Protection Act ("COPPA"), and (vi) the General Data Protection Regulation ("GDPR"). If you determine you can no longer comply with any Privacy Laws: (i) you shall promptly notify APMC in writing (no more than five (5) business days after making such determination); (ii) you will immediately cease processing Personal Information or take other reasonable steps to ensure compliance with Privacy Laws as directed by APMC; and (iii) APMC shall have the right to terminate these Self-Serve Terms

without penalty or notice in its sole discretion. Each party has the right to take reasonable and appropriate steps to ensure the other party uses Personal Information in a manner consistent with its obligations under Privacy Laws.

f. Cooperation. You shall cooperate with APMC as may be reasonably necessary for APMC to comply with applicable Privacy Laws, including responding (i) to deletion or other data subject requests (“Data Requests”) pursuant to CCPA or other Privacy Laws or (ii) notice, inquiry, or complaint by any regulator or other governmental authority (“Regulatory Inquiry”). You shall immediately notify APMC in writing if you receive a Data Request or Regulatory Inquiry involving Advertising Data and shall not respond without APMC’s prior written consent. Except to the extent otherwise permitted by applicable law, you shall delete any Advertising Data in your possession or control related to a Data Request within thirty (30) days of receipt of APMC’s written instructions (email included) thereto pursuant to Privacy Laws.

g. Security. You shall maintain reasonable security measures and incident management policies to protect Advertising Data from any unauthorized access, alteration, destruction, loss, or disclosure (“Security Incident”). You will immediately notify APMC of any Security Incident involving Advertising Data and shall document and provide sufficient detail of such Security Incident in order for APMC to satisfy its obligations under Privacy Laws. You will not publicly disclose any information regarding the Security Incident without APMC’s prior written consent. To the extent any Advertising Data is provided to you in de-identified or aggregated form, you shall not attempt to identify any individual to whom such Advertising Data relates and shall implement technical safeguards and business processes to prevent such reidentification of Advertising Data. You will protect and keep Advertising Data secure at all times while in your possession or control and shall treat all Advertising Data as APMC’s Confidential Information.

h. Data Deletion. You will delete all Advertising Data in your possession or control upon the earlier of (i) sixty (60) days after the end of the campaign to which the Advertising Data relates, or (ii) thirty (30) days after termination of these Self-Serve Terms or your Ad Manager Account.

i. Child-Directed Content. You agree if any Ads are directed to children or knowingly served against content directed to children or end-users known to be children (“Child Directed Content”), as defined by the Children’s Online Privacy Protection Act (“COPPA”) or other applicable laws or regulations (including without limitation Privacy Laws), then you (i) will comply with COPPA and any other applicable laws in connection with such Ad or campaign; (ii) will not, and will not allow others, to use data or information collected or processed in connection with such campaign for any purpose beyond fulfilling the applicable campaign on the APMC Properties, including without limitation retargeting, prospecting, cross device tracking, or building or augmenting segments or profiles about any individual; and (iii) will ensure information is only collected from Child Directed Content by APMC and its pre-approved Measurement Providers.

j. Privacy Policy. Advertiser will publish and maintain a privacy policy on its website and in its applications that complies with applicable law. By creating an Ad Manager Account and using

the Self-Serve Platform, Advertiser and any individual acting on Advertiser's behalf acknowledges that the APMC B2B Privacy Policy applies to the collection and use of personal information from or about Advertiser or any individual acting on Advertiser's behalf hereunder.

k. Consumer Choices. You shall honor any user privacy settings or choices made known to you by any end-user or otherwise in connection with these Self-Serve Terms. You will not disclose or otherwise make available to APMC, directly or indirectly, including via any pixels or other data collecting or tracking technologies, any Personal Information of any individual who has exercised an opt-out of any "sale," "sharing," or processing for "targeted advertising" (as such terms are defined under applicable Privacy Laws) that you have, directly or indirectly, committed to honoring or are legally obligated to honor.

l. Brazilian and European Data. This section governs the controller-to-controller relationship between you and APMC to the extent that you provide APMC with personal data from data subjects located in (i) Brazil ("Brazil Data"), or (ii) the United Kingdom or European Economic Area ("European Data"), which are collectively "Non-U.S. Data"). The following definitions apply to this section:

"GDPR" means the EU General Data Protection Regulation (Regulation 2016/679).

"UK GDPR" means the EU GDPR as amended and incorporated into UK law under the UK European Union (Withdrawal) Act 2018.

"LGPD" means the Brazilian General Data Protection Law (Lei Geral de Proteção de Dados Pessoais).

"C2C SCCs" means Module One of the European Standard Contractual Clauses (2021/914) made available at

https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc/standard-contractual-clauses-international-transfers_en

"IDTA" means the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses published by the UK Information Commissioner's Office (the text of which is available at:

<https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance/>) (or any successor IDTA approved by the relevant UK authorities)

The terms "controller," "data subject," "personal data," "processing," and "processor" have the meanings set forth in Privacy Laws (including without limitation the GDPR, UK GDPR, and LGPD).

Each party is an independent controller of Non-U.S. Data, will individually determine the purposes and means of its processing of Non-U.S. Data, and will comply with obligations applicable to Non-U.S. Data under Privacy Laws, including without limitation the GDPR, UK GDPR, and LGPD. The parties acknowledge that the other party's affiliates may be the ultimate controllers of Non-U.S. Data and agree that such affiliates will comply with this section 6(l).

APMC shall Process Non-U.S. Data as a controller in accordance with APMC's Privacy Policy for the applicable territory, these Self-Serve Terms, Privacy Laws, and, for European Data only, the C2C SCCs, including the IDTA, each of which are hereby incorporated into these Self-Serve Terms by reference and will apply as set forth below:

Advertiser shall be the "data exporter" of such data.

APMC shall be in the "data importer" of such data.

Annex I and Annex II of the C2C SCCs shall be deemed completed with the information set out in the applicable sections of Annex 1 of these Self-Serve Terms.

Clause 7 (Docking Clause) of the C2C SCCs shall be included.

Clause 17 (Governing Law) of the C2C SCCs shall refer to the Netherlands as the Member State;

Clause 18(b) of the C2C SCCs shall refer to the courts of the Netherlands.

Where EU GDPR applies, in the event of any conflict between the C2C SCCs and the provisions of these Self-Serve Terms, the C2C SCCs shall supersede and control.

Where UK GDPR applies, the IDTA shall be incorporated into these Self-Serve Terms and shall be deemed completed with the information provided in these Self-Serve Terms, including that:

(i) APMC may end the IDTA as set out in Section 19 of the IDTA; and (ii) Part 2: Mandatory Clauses shall be included. Where UK GDPR applies, the following order of precedence shall apply: (i) the IDTA; (ii) the C2C SCCs; and (iii) these Self-Serve Terms.

Nothing in this Section 6(l) shall not affect any restrictions on either party's rights to use or otherwise process Non-U.S. Data. In the event of any conflict between the C2C SCCs and the remainder of these Self-Serve Terms (in relation to Processing of data) the C2C SCCs shall prevail.

7. Platform Restrictions. You shall not use the Self-Serve Platform to:

a. Authorize or encourage any third party to generate fraudulent impressions, Installs, Conversions, clicks, plays, page visits, views or other interactions on the APMC Properties or use any unauthorized means to extract or disclose any data from the Self-Serve Platform;

b. Promote or engage in any illegal, deceptive or fraudulent business practice, or take any other action that could result in claims, fines, penalties or other liability to APMC, its business partners, or any of its affiliated companies;

c. Introduce any viruses, worms, trojan horses or other code that could harm or interfere with the APMC Properties or APMC's systems;

d. Reverse engineer, decompile, disassemble, modify, or create derivative works of the Self-Serve Platform or any portion thereof;

e. Sell, rent, sublicense, lease, transfer, distribute, or otherwise make available the Self-Serve Platform to any third party;

f. Use any means, whether through robots, scripts, spiders, or otherwise, to access, monitor, scrape or copy content from the APMC Properties; or

g. Do anything that could disable, overburden or impair the APMC Properties, APMC's systems or servers, or the proper operation of the Self-Serve Platform.

8. Confidentiality. As used in these Self-Serve Terms, "Confidential Information" means any non-public information, non-public beta features, statements, data, usage reports or other materials provided by APMC in connection with these Self-Serve Terms. Except with the prior written consent of APMC, you may not use Confidential Information except for purposes of performing your obligations under these Self-Serve Terms or disclose any Confidential Information other than to your employees, agents, and independent contractors or advisors who are bound by an agreement to limit use and disclosure of Confidential Information consistent with this Section 8, in each case, with a legitimate need to know in order to fulfill your obligations. Notwithstanding the foregoing, nothing in these Self-Serve Terms prohibits or limits your use or disclosure of information (a) previously known to you by lawful means without an obligation of confidentiality, (b) independently developed by or for you without use of or access to APMC's Confidential Information, (c) acquired by you from a third party which, to the best of your knowledge, is not under an obligation of confidentiality with respect to such information, (d) which is or becomes publicly available through no breach of these Self-Serve Terms, (e) in connection with any audit, where such auditor has agreed to be bound by this paragraph, or (f) in connection with any legal, governmental or administrative proceeding, provided that prior written notice of such disclosure is furnished to APMC in order to afford APMC a reasonable opportunity to seek a protective order, which such information is required to be disclosed by operation of law, court order or other governmental demand, solely to the extent required to comply with such law, order or demand.

9. Proprietary Rights. The Self-Serve Platform is the property of APMC and its licensors. Subject to your compliance with these Self-Serve Terms, APMC grants to you a limited, non-exclusive, non-transferable, non-sublicensable, revocable right and license to use the Self-Serve Platform solely as expressly permitted by these Self-Serve Terms. All APMC trademarks, service marks, trade names, logos, domain names, and any other features of the APMC brand ("Brand Features") are the sole property of APMC. These Self-Serve Terms do not grant to you any rights to use any Brand Features, including in any Ad, whether for commercial or non-commercial use, and all goodwill generated from any APMC Brand Features will inure solely to APMC. Except for the limited rights expressly granted to you hereunder, APMC grants no right, title, or interest to you in the Self-Serve Platform or APMC Properties, by implication or otherwise. All rights not expressly granted to you herein are reserved by APMC.

10. Representations and Warranties. Advertiser, and any individual acting on behalf of Advertiser, represents and warrants that (i) it has the full authority and necessary rights to enter into and perform in connection with these Self-Serve Terms, including without limitation granting the license set forth in Section 2, (ii) it will comply with all applicable laws in connection with its use of the Self-Serve Platform, (iii) all Ads will comply with the Policies described in these

Self-Serve Terms, (iv) the use and display of the Ad(s) by APMC will not violate any applicable laws or the intellectual property or other proprietary rights of any third party, and (v) Ads will not contain or promote any material that is illegal, deceptive, hate speech, pornographic, obscene, threatening, abusive, harassing, discriminatory, defamatory, libelous, in breach of confidentiality, or in breach of the Policies.

11. Indemnification and Defense. You will defend, indemnify, and hold APMC and each of its affiliates and business partners harmless from any third-party claims, demands, suits, or other assertions of rights ("Claims"), and all resulting judgments, settlements, losses and expenses (including attorneys' fees and costs) arising out of (i) your alleged breach of these Self-Serve Terms, including any representations and warranties you make herein (including in Sections 6 and 10), (ii) your alleged violation of any applicable law or regulation, (iii) your alleged violation of any Policies or improper use of the Self-Serve Platform, (iv) the Ads you submit to the Self-Serve Platform or any content linked to from such ads, including any infringement, misappropriation, or violation of any third party intellectual property rights or rights of publicity or privacy, and (v) your alleged negligence or willful misconduct. You will use counsel reasonably satisfactory to APMC to defend each Claim and cooperate with APMC (at your sole expense) in such defense. Without limiting your indemnification obligations, APMC may participate in the defense of any Claim at its own expense. You will not consent to the entry of any judgment or enter into any settlement with respect to any Claims arising under or in connection with the Self-Serve Platform or these Self-Serve Terms without APMC's prior written consent. If Agency has entered into these Self-Serve Terms on an Advertiser's behalf, then that Advertiser and Agency shall each be jointly and severally liable and responsible for fulfilling indemnification obligations under these Self-Serve Terms, and Agency represents and warrants it has the authority, as agent, to (and will) bind Advertiser to these Self-Serve Terms.

12. Limitation on Liability. IN NO EVENT WILL APMC OR ITS AFFILIATES, SUCCESSORS, AND ASSIGNS, AND EACH OF THEIR RESPECTIVE INVESTORS, DIRECTORS, OFFICERS, EMPLOYEES, THIRD PARTY SERVICE PROVIDERS (INCLUDING THOSE WHO HELP PROVIDE AND OPERATE THE SELF-SERVICE PLATFORM), AGENTS, AND SUPPLIERS (INCLUDING DISTRIBUTORS AND CONTENT LICENSORS) (COLLECTIVELY, THE "APMC PARTIES") BE LIABLE UNDER ANY LEGAL THEORY FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR INCIDENTAL DAMAGES, HOWEVER CAUSED, ARISING OUT OF OR RELATING TO THE SELF-SERVE PLATFORM OR APMC'S PERFORMANCE HEREUNDER, EVEN IF THE APMC PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL CUMULATIVE LIABILITY OF THE APMC PARTIES FOR ANY AND ALL CLAIMS, LOSSES, DAMAGES, COSTS, AND EXPENSES SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY ADVERTISER HEREUNDER IN THE SIX (6) MONTHS PRECEDING THE CLAIM.

13. Disclaimers. ALL ASPECTS OF THE SELF-SERVE PLATFORM AND ITS PERFORMANCE ARE MADE AVAILABLE "AS IS," AS AVAILABLE, AND WITH ALL FAULTS AND ERRORS. APMC DOES NOT GUARANTEE THE SELF-SERVE PLATFORM WILL BE AVAILABLE

CONTINUOUSLY; DOWNTIME AND INTERRUPTIONS MAY OCCUR. EXCEPT AS EXPRESSLY PROVIDED FOR IN THESE SELF-SERVE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER APMC, ITS AFFILIATES, NOR ITS BUSINESS PARTNERS MAKE ANY OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, AND NON-INFRINGEMENT. NEITHER APMC, ITS AFFILIATES, NOR BUSINESS PARTNERS, MAKE ANY GUARANTEE IN CONNECTION WITH THE SELF-SERVE PLATFORM OR RESULTS OBTAINED THEREFROM, INCLUDING WITHOUT LIMITATION THE DISPLAY OF ADS OR AVAILABILITY, QUANTITY, OR DELIVERY OF IMPRESSIONS, INSTALLS, OR CONVERSIONS. APMC MAKES NO GUARANTEES REGARDING THE REACH OR PERFORMANCE OF YOUR ADS OR ANY OTHER ANTICIPATED BENEFITS RELATED TO YOUR USE OF THE SELF-SERVE PLATFORM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER APMC, ITS AFFILIATES, NOR ITS BUSINESS PARTNERS, WILL BE LIABLE, AND YOU AGREE NOT TO HOLD SUCH PARTIES RESPONSIBLE FOR ANY DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO LOSS OF BUSINESS, MONEY, OPPORTUNITY, GOODWILL OR REPUTATION, BUSINESS INTERRUPTIONS OR OTHER INTANGIBLE LOSS RESULTING DIRECTLY OR INDIRECTLY FROM THE REJECTION, SUSPENSION OR TERMINATION OF ANY AD.

14. Beta Features. From time to time, APMC may offer certain experimental features on a trial basis ("Beta Features"). All Beta Features are provided AS IS, without any representations, warranties or covenants of any kind. All uses of Beta Features are solely at Advertiser's own risk. APMC may, in its sole discretion, modify, remove, or terminate your use of any Beta Features at any time.

15. Modification and Termination.

a. APMC may change, update, or replace these Self-Serve Terms from time to time in its sole discretion. If we do, we will let you know by revising the "Last Updated" legend at the bottom of these Self-Serve Terms. It is your responsibility to review the Self-Serve Terms whenever you access or use the Self-Serve Platform and we encourage you to do so.

b. If we make a material change (in APMC's determination) to these Self-Serve Terms, we will provide you with reasonable prior written notice of the change before it goes into effect via a means that we deem appropriate under the circumstances, which may include without limitation sending a message to your most current email address on file or to your Ad Manager Account. Your use of the Self-Serve Platform after changes to the Self-Serve Terms go into effect will constitute your acceptance of any such changes and your consent to being bound by the revised Self-Serve Terms. Notwithstanding the foregoing, any changes specific to new functionality or changes required by applicable law in APMC's determination will be effective immediately upon posting.

c. APMC reserves the right, at any time in its sole discretion, to modify, limit, restrict, suspend, or discontinue, temporarily or permanently, in whole or part, any or all features, functionality, or capabilities of the Self-Serve Platform, without notice or liability to you or any third party except to the extent prohibited by applicable law. All rights and obligations that expressly survive under these Self-Serve Terms, will survive termination of the Self-Serve Platform.

16. Dispute Resolution. In the event you and APMC have a dispute, the parties will attempt in good faith for at least thirty (30) days to resolve any controversy or claim arising out of or relating to these Self-Serve Terms or use of the Self-Serve Platform prior to commencing any litigation in accordance with Section 17(b).

17. Miscellaneous Terms.

a. Contracting Entity. The relevant contracting APMC entity for these Self-Serve Terms is APMC, Inc, unless you are notified otherwise.

b. Governing Law. When the relevant contracting entity is APMC, Inc, these Self-Serve Terms are governed by and shall be construed in accordance with the laws of the State of California without regard to conflicts of law principles. The parties agree to submit to personal jurisdiction and exclusive venue in the federal and state courts of Santa Clara County, California in connection with any litigation or dispute arising out of these Self-Serve Terms. The United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded, will not govern these Self-Serve Terms.

c. Entire Agreement. These Self-Serve Terms constitute the entire agreement between you and APMC and its affiliates with respect to your use of the Self-Serve Platform and supersede any prior or contemporaneous agreements thereto, including previous versions of these Self-Serve Terms. Unless otherwise explicitly agreed to in writing, no other terms will apply to your use of the Self-Serve Platform or the delivery of its Ad(s) on the APMC Properties pursuant to the Self-Serve Terms.

d. Conflicts. In the event there is a conflict with any terms or other document incorporated by reference into these Self-Serve Terms, these Self-Serve Terms will supersede.

e. Remedies. All rights and remedies provided in these Self-Serve Terms are cumulative and not exclusive of any other rights or remedies that may be available to the parties, whether provided by law, equity, statute, in any other agreement between the parties, or otherwise.

f. Notices. Notices to APMC under these Self-Serve Terms must be in writing and sent to APMC, Inc., 1173 Coleman Avenue, San Jose, CA 95110, Attn: General Counsel. Such notices will be deemed given: (i) when delivered personally; (ii) three (3) business days after having been sent by commercial overnight carrier with written proof of delivery; and (iii) five (5) business days after having been sent by first class, certified or US Priority mail, with proof of mailing, postage prepaid. APMC may provide notices to Advertiser at the latest mailing address it has on file, by

sending an email to the email associated with your Ad Manager Account, and/or by posting notices within the Self-Serve Platform. Notices provided via email or posted within the Self-Serve Platform will be deemed effective upon sending or upon posting (unless otherwise stated), respectively.

g. No Waiver. Neither party will be deemed to have waived any rights by failing to enforce any provision or exercise any rights under these Self-Serve Terms. No waiver of any breach of these Self-Serve Terms shall be construed as a waiver of any other breach of these Self-Serve Terms. No waiver shall be binding unless in writing and signed by the party waiving the breach.

h. Severability. If any term or provision of these Self-Serve Terms is determined to be invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect, without regard to the invalidity of the provision, and these Self-Serve Terms shall be construed as if the provision had never been included in these Self-Serve Terms.

i. Assignment. Advertiser may not assign or transfer any rights, or delegate any duties, under these Self-Serve Terms without APMC's prior written consent in each case, and any attempted assignment, transfer or delegation without such consent shall be void. APMC may freely assign or delegate any part of these Self-Serve Terms to any affiliate or third party without notice or consent. These Self-Serve Terms will be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

j. Third Party Beneficiaries. Except as expressly provided herein, there are no third-party beneficiaries under these Self-Serve Terms.

k. Relationship of the Parties. The parties are independent contractors. These Self-Serve Terms do not establish any agency, partnership, employment, joint venture, or fiduciary relationship between you and APMC or its affiliates.

l. Force Majeure. Except with respect to payment obligations, neither party will be liable for inadequate performance to the extent caused by a condition beyond its reasonable control, provided each party uses commercially reasonable efforts to mitigate such condition and resume performance as soon as possible.

m. Communications. You agree to receive communications from APMC in any form, including via e-mail or through postings within the Self-Serve Platform, including communications regarding your Ad Manager Account or Ad(s).

n. Publicity. You may not issue a press release or make any other public statement or announcement regarding these Self-Serve Terms or your relationship with APMC hereunder without APMC's prior written consent in each instance.

o. Feedback. If you submit feedback or suggestions to APMC regarding the Self-Serve Platform or otherwise, you grant APMC a perpetual, transferable, worldwide right and license to use,

incorporate, and exploit your feedback or suggestions on a non-confidential, unrestricted basis, without any compensation or other obligation owed to you of any kind.

p. Survival. The following sections will survive, and any other term or provision which by its nature or the circumstances is reasonably intended to survive, expiration or any termination of these Self-Serve Terms: Sections 2, 5-13, and 15-17.

Annex 1:

Section A: List of Parties

Data exporter(s): You.

Address: As set out prior to execution of these Self-Serve Terms.

Contact person's name, position and contact details: As made available by you prior to execution of these Self-Serve Terms.

Activities relevant to the data transferred under these Clauses: Data exporter has access to the Self-Serve Platform and related services described in these Self-Serve Terms.

Date: The Effective Date as set out in these Self-Serve Terms or as agreed otherwise by the parties.

Role (controller/processor): Controller.

Data importer(s): APMC, Inc.

Address: Suite 320 333, 24th Avenue SW Calgary, Alberta

Contact person's name, position and contact details: privacy@aparentmedia.com.

Activities relevant to the data transferred under these Clauses: Data Importer operates and provides the Self-Serve Platform and related services described in these Self-Serve Terms.

Date: The Effective Date as set out in these Self-Serve Terms.

Role (controller/processor): Controller as further described in Section B below.

Section B: Description of Transfer

Categories of data subjects whose personal data is transferred

Advertiser or Agency's users of the Self-Serve Platform and end-users of the APMC Properties and/or of Advertiser's websites and digital properties.

Categories of personal data transferred

Personal information entered when creating a Self-Serve Platform account, including but not limited to name, email address, and billing information.

Personal Information contained with the Advertising Data for the purpose of providing digital advertising services on behalf of the Data exporter, including but not limited to end user IDs, IP addresses, mobile identifiers, device identifiers and other similar types of data.

Sensitive data transferred (if applicable)

Not Applicable.

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

Data is transferred on a continuous basis during the provision of services under these Self-Serve Terms.

Nature and purpose of the Processing

To provide the services as contemplated under these Self-Serve Terms to the data exporter, and as otherwise described in APMC's Privacy Policy.

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

As long as such data is required to provide the contemplated services to the data exporter and as further described in this Annex or APMC's Privacy Policy.

For transfers to Processors, also specify subject matter, nature and duration of the processing

The subject matter, nature and duration of processing by Processors appointed by APMC (in its role as processor under this Annex) are all concurrent with the importer's subject matter, nature and duration of processing as described in this Annex 1.

Section C: Competent Supervisory Authority

Identify the competent supervisory authority/ies in accordance with Clause 13 SCCs:

Dutch Data Protection Authority (Autoriteit Persoonsgegevens)