

If you already have an agreement with ~~Fyber GmbH~~ or ~~Heyzap Inc.~~ (a ~~Fyber~~ company), then your current agreement shall continue to apply also when you access and/or use this ~~Fyber~~ platform.

Please note that this ~~Fyber~~ platform also enables you to run ad campaigns (optional), and therefore if you use that option, the Demand Partner Section of this Service Order shall also apply to your use of this ~~Fyber~~ platform.

SERVICE ORDER FOR THE FYBER FAIRBID PLATFORM

This Service Order for the ~~Fyber~~ FairBid Platform is entered into by and between ~~Fyber~~ Monetization Ltd., d/b/a “~~Fyber~~”, with offices at 4 Hapsagot Street, Petach-Tikva 4951447, Israel (“~~Fyber~~”) and the entity (the “**Supply Partner**” or “**Partner**”) accepting this Service Order during the registration process to the ~~Fyber~~ Platform or the entity detailed in **Appendix B** attached hereto (as applicable), effective either on the date of acceptance of this Service Order by Supply Partner or by the later date of the two signatures in **Appendix B** (the “**Service Order Effective Date**”). This Service Order is made pursuant to and incorporates the terms and conditions of the Master Services Agreement for Supply Partners available at <https://www.fyber.com/legal/msa-supply/> (the “**Supply MSA**”). The Supply MSA shall be referred to hereunder as the “**MSA**”. Capitalized terms not defined in this Service Order shall have the same meaning ascribe to them in the MSA. In case of any discrepancy or conflict between the terms of this Service Order and the MSA, the terms of this Service Order shall prevail. In case of any discrepancy or conflict between the terms of an offline Service Order and the default online Service Order, the terms of the offline Service Order shall prevail.

If you have accepted this Service Order during the registration process via this ~~Fyber~~ platform, then the following terms shall apply:

IF YOU DO NOT ACCEPT THIS SERVICE ORDER IN ITS ENTIRETY, YOU MAY NOT ACCESS OR USE ANY SERVICE. IF YOU ARE AN INDIVIDUAL WHO CONSENTS THIS SERVICE ORDER ON BEHALF OF A BUSINESS, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT BUSINESS TO THE AGREEMENT, AND THAT YOUR CONSENT TO THIS SERVICE ORDER WILL BE TREATED AS THE CONSENT OF THE BUSINESS. IN THAT EVENT, THE TERMS “BUSINESS”, “YOU” OR “YOUR” WILL REFER AND APPLY TO YOU AND TO THAT BUSINESS. YOU ALSO CONSENT TO THE USE OF: (A) ELECTRONIC MEANS TO CONSENT TO AND COMPLETE THIS SERVICE ORDER, AND TO PROVIDE YOU WITH ANY NOTICES GIVEN PURSUANT TO THIS SERVICE ORDER; AND (B) ELECTRONIC RECORDS TO STORE INFORMATION RELATED TO THIS SERVICE ORDER AND YOUR USE OF ANY SERVICE.

1. ~~Fyber~~ Mediation Service for Supply Partners:

If and to the extent that Supply Partner uses the ~~Fyber~~ Mediation Service, then the following terms shall apply:

1.1 The Service

- 1.1.1 Subject to the terms of the Agreement, Fyber’s mediation platform shall enable Supply Partner to integrate, manage and optimize multiple Demand Partners, including Fyber, via a single SDK integration with whom Supply Partner has entered into a written agreement about the placement of Ads by third-party advertisers on its Property (the “**Fyber Mediation Service**” or the “**Service**”).
- 1.1.2 Subject to the terms of the Agreement, the Service shall enable Supply Partner to view and use in its Account(s) certain Demand Partner Data with respect to the Ads served by the applicable Demand Partner on the Property. By using such Account(s) Supply Partner may access the Fyber dashboard(s) view and/or affect (as available via such dashboard) the performance of Ads placed on its Property via the Service.
- 1.1.3 In order to use the Service, Supply Partner shall integrate the Fyber SDK with its Property.

1.2 **Business and Payment Terms.**

Subject to the terms of the Agreement, Supply Partner shall be eligible to receive a monthly revenue share of seventy percent (70%) of the Net Revenue whenever Fyber is serving Ads on the Property via the Service. Fyber will pay to Supply Partner its share of the Net Revenue within sixty (60) calendar days after the end of each calendar month, subject to invoice.

1.3 **Supply Partner Obligations**

Supply Partner shall use the Demand Partner Data in the Account only for its internal business purposes in connection with Service provided by Fyber under this Service Order.

1.4 **Disclaimer**

Fyber is not a party to advertising contracts and other legal relationships between Supply Partner and the Demand Partners regarding the placement of Ads on the Property via the Fyber Mediation Service. Fyber does not assume any responsibility and is not subject to any liability regarding such contracts and legal relationships of Supply Partner.

1.5 **Supply Partner Representations and Warranties**

Supply Partner hereby represents and warrants that (i) Supply Partner has a valid agreement and account with the respective Demand Partner (the “Mediation Account”); and (ii) Supply Partner will provide Fyber with the necessary access data to its Mediation Account so that Fyber can access, retrieve, and make such Demand Partner Data available in the Account. By using the Service and providing the access data for the applicable Mediation Account, Supply Partner authorizes Fyber to access the Mediation Account, and to retrieve and make available the Demand Partner Data in the Account.

2. **Term and Termination**

- 2.1 This Service Order shall remain in force and effect until the earlier of (a) it has been terminated in accordance with this Section, or (b) it has been terminated in accordance with Section 10.3 of the MSA.
- 2.2 Either party may terminate this Service Order for convenience upon 48 hours prior written notice to the other party.

When accessing this Fyber platform you are also able to run ad campaigns. In case ad campaigns are run by you the following terms for Demand Partners shall also apply to your use of the Fyber platform.

The entity running Ad campaigns via this Fyber platform, shall be referred to hereinafter as “**Demand Partner**” or “**Partner**” in connection with such platform use. In addition, this Service Order shall incorporate the terms and conditions of the Master Services Agreement for Demand Partners available at <https://www.fyber.com/legal/msa-demand/> (the “**Demand MSA**”). The Demand MSA shall also be referred to hereunder as the “**MSA**” in connection with any Ad campaigns run via this Fyber platform. Capitalized terms not defined in this Service Order shall have the same meaning ascribe to them in the MSA. In case of any discrepancy or conflict between the terms of this Service Order and the MSA, the terms of this Service Order shall prevail. In case of any discrepancy or conflict between the terms of an offline Service Order and the default online Service Order, the terms of the offline Service Order shall prevail.

3. The Fyber Direct Service

- 3.1.1 Demand Partner is solely responsible for submitting Ads through the Service to Supply Partners and Supply Partners decide, in their own discretion, whether or not, and to what extent, to display the Ads on their Property. Fyber provides no guarantee that Ads will be displayed in a quantity or manner satisfactory to Demand Partner.
- 3.1.2 Subject to the terms of the Agreement, Fyber provides a dedicated advertising platform through which Demand Partner is able to upload and distribute Ads to Users of the Property owned, maintained, or controlled by third-party Supply Partners. Demand Partner may create and manage advertising campaigns through Fyber’s dashboard, and Fyber will deliver the Ads on behalf of Demand Partner to Users through the Property (the “**Fyber Direct Service**” or the “**Service**”).
- 3.1.3 Fyber may, at a Supply Partner’s discretion, encourage Users of the Property to interact with, view, or otherwise perform activities related to the Ads (including any Payable Events identified in the table above). A “**Payable Event**” means any view (web/mobile), Ad Impression, installation (mobile), or other compensable activity of Users, subject to availability, as set forth in the table below measured during the campaign term and 60 days thereafter. The Payable Events do not require that any further activities or outcomes to be achieved (e.g., an ‘install’ is valid irrespective of whether an individual ever uses the installed application).
- 3.1.4 Demand Partner shall implement upon Fyber’s request all code provided by Fyber for the tracking of the Ads, if reasonably necessary. Demand Partner shall bear all of its own costs and expenses related to such implementation. Demand Partner must not alter or modify the code provided by Fyber without Fyber’s prior written consent.

3.2 Payment and Tracking

- 3.2.1 Fyber will issue invoices to Demand Partner on a calendar-month basis, based upon the Payable Events reported by Fyber.
- 3.2.2 Demand Partner will pay to Fyber the amounts due under this Service within thirty (30) days after the end of the calendar month, subject to invoice. The Invoice shall be produced at the end of the calendar month according to Fyber’s monthly reports generated at GMT (UTC) time zone.
- 3.2.3 Late payments will bear interest at the rate of one and one-half percent (1.5%) per month, or the highest rate permitted by law, if less.
- 3.2.4 If Demand Partner has made a pre-payment into the Demand Partner Account, Fyber will offset the amount payable under any applicable invoice by any Demand Partner Account balance, and no interest will be due.

3.2.5 Payable Event is presumed valid and compensable when it is recorded in the Service.

3.2.6 To the extent that a Demand Partner has made a pre-payment into an account maintained by Fyber on the Demand Partner's behalf ("**Demand Partner Account**"), Fyber will credit the Demand Partner Account accordingly. Balances on the Demand Partner Account can be used for the payment of invoices in accordance with this section.

4. Fyber Mediation Service for Demand Partners:

If and to the extent that Demand Partner uses the Fyber Mediation Service, then the following terms shall apply:

4.1 The Service

Subject to the Terms of the Agreement, Fyber's mediation technology platform enables Demand Partner to purchase Ad Inventory and place Ads on certain Property via the Fyber SDK, provided that Demand Partner entered into a written agreement with Supply Partner about the placement of Ads by it and/or by its third-party advertisers on the Property (the "**Fyber Mediation Service**" or the "**Service**").

4.2 Integration

Demand Partner and Fyber desire to integrate the Demand Partner Services (as defined in Appendix A attached hereto) to enable Supply Partners that use such service to access the Demand Partner Services and to offer their Ad Inventory for sale to Demand Partners via the Service. This integration is to be realized via Integration Points (as defined in Appendix A attached hereto) either by creating an Adapter for the Demand Partner's SDK and/or by integrating via a server-side API, as mutually decided by both Parties.

4.3 Mutual Obligations

The Parties confirm with their signature on this Agreement that prior to general availability and distribution of the Service, the Integration Points will be tested in accordance with Fyber's requirements in terms of functionality and performance. During the Term, Parties will use good faith efforts to promote the Service. The Parties agree to work together to inform and share knowledge with the other Party regarding value proposition, products, Integration Points and any other valuable information in connection with the Service.

4.4 Fyber's Obligations

Fyber shall:

- 4.4.1 Make commercially reasonable efforts to promote the Demand Partner among existing and new Supply Partners via its promotional channels including regular newsletter, blog post, and social media when commercially viable.
- 4.4.2 Publish and distribute the Demand Partner's documentation, Integration Points, Adapter and/or Bundle for Supply Partners to access at www.developer.fyber.com (the "**Fyber Publisher Portal**").
- 4.4.3 When commercially and technically possible, provide at least two (2) weeks prior written notice to Demand Partner of any required updates to Integration Points due to updates in the Fyber SDK or Service.
- 4.4.4 Provide support that will include documentation or instructions for Demand Partner in the technical integration phase, Fyber shall provide directions and guidance for testing and make reasonable efforts to support Demand Partner to resolve Technical Integration Issues. However, If Technical Integration Issues (as defined below) arise, Fyber may at its discretion (i) remove, suspend or cease to publish and distribute the Demand Partner's documentation, Integration Points, Adapter and/or bundle from the Fyber Publisher Portal or (ii) publish and distribute a previous version of Demand Partner's documentation, Integration Points, Adapter and/or Bundle on the Fyber Publisher Portal until such Technical Integration Issues are resolved.

4.5 Demand Partner's Obligations

The Demand Partner shall:

- 4.5.1 Build Integration Points to the latest available version of the Fyber platform, based on Fyber documentation and quality standards and make the initial Integration Points available to Supply Partners within forty-five (45) days of the Service Order Effective Date. Demand Partner shall build (i) an adapter between the Demand Partner SDK and the Fyber SDK to support Publishers in accessing the Service and (ii) supply and grant Fyber and Supply Partners access to a reporting API based exactly on Fyber's reporting API specifications. The reporting API should enable Fyber to optimize the Demand Partner Services and to provide reporting metrics to Supply Partners.
- 4.5.2 Be responsible to update, test, maintain and ensure that operational integration exists between the Integration Points and the most recent Fyber SDK or Demand Partner SDK, in a manner consistent with Fyber quality standards. Demand Partner shall certify, approve and release the updated Integration Points publicly within two (2) weeks from when an updated Fyber Service SDK and/or a Fyber reporting API is publicly available. Demand Partner shall be solely responsible for updating, modifying, rebuilding, fixing or repairing the Integration Points, to the extent necessary and without undue delay. The Parties agree to work together to resolve issues affecting Supply Partner's ability to access the Service or Integration Points without error or interruption ("**Technical Integration Issues**"). Demand Partner shall lead the investigation, resolution and communication of Technical Integration Issues with Supply Partners.

- 4.5.3 Send to Fyber via email to mediation@Fyber.com the publicly available Integration Points each time an update is released for Publishers to access.
- 4.5.4 Use its best efforts to promote the Service to Supply Partners accessing Demand Partner Services and undertake the marketing activities described above, including promoting the Service on its website, blog, on email blasts or newsletters, through social media, press releases, and during events after coordination and approval from Fyber.
- 4.5.5 Provide Fyber and, to the necessary extent, Supply Partners, with information needed to resolve Technical Integration Issues, issues involving data or other relevant issues in a timely manner.
- 4.5.6 Provide an updated change-log to Fyber and to Supply Partners for any and all updates to Integration Points performed.
- 4.5.7 Assist to integrate Supply Partners via Integration Points, including evaluating integrations with the Service for Supply Partners, if requested, and provide the correct credentials in a timely manner.

4.6 Relationships with Third Parties

Each Party shall maintain direct commercial relationships its respective publishers, advertisers, ad networks (as applicable), users, partners and other parties that may utilize or contribute to their platforms and/or services (collectively, “Partners”) that are relevant to delivery of its service. Each Party shall be solely responsible for ongoing account-related activities, including but not limited to, providing Partner services, billing, account management, collecting and/or dispersing fees pursuant to applicable Supply Partner agreements. For clarity, Fyber is not a party to advertising contracts and other legal relationships between Demand Partner and its Partners. Unless specifically stated otherwise in the Agreement, Fyber assumes no responsibility and is not subject to any liability regarding Demand Partner’s relationships with Supply Partners under its agreements with third parties to which Fyber is not a direct party.

5. Term and Termination

- 5.1 This Service Order shall remain in force and effect until the earlier of (a) it has been terminated in accordance with this Section, or (b) it has been terminated in accordance with Section 10.3 of the MSA.
- 5.2 Either party may terminate this Service Order for convenience upon 48 hours written notice to the other party.
- 5.3 If Fyber terminates this Service Order for convenience, Demand Partner will be refunded for any payments it may have already made under the applicable Service of this Service Order (if any) and which are still credited to Demand Partner’s account, unless the parties mutually agree otherwise.
- 5.4 Upon termination or expiration of this Agreement, Fyber will remove the Demand Partner Integration Points from Fyber developer portal and Fyber shall cease to host and distribute Demand Partner’s Integration Point.

Appendix A - Definitions

- **“Adapter”** or **“Bundle”** means a collection of software developed by Demand Partner that allows Demand Partner Service to integrate with the Fyber platform or for the Fyber platform to be integrated into mobile applications integrated with Demand Partner Service.
- **“Demand Partner Service”** means the business relationships and technology, which includes but is not limited to Demand Partner SDK, Demand Partner Platform, dashboards, and the reporting API, which Demand Partner offers to Supply Partners directly to enable Supply Partners to monetize their Property via ads delivered by advertisers who contract with Demand Partner.
- **“Demand Partner Service SDK”** means a collection of software, documentation, sample code and tools that each Supply Partner integrated with Demand Partner accesses to enable the Demand Partner Service.
- **“Demand Partner Platform”** means a collection of software, documentation, sample code, tools, and support developed by Demand Partner.
- **“Fyber SDK”** means a Software Development Kit provided by Fyber and/or its Affiliates, including documentation, sample code and tools that each Supply Partner is required to integrate to accesses and use the Service. By downloading the Fyber SDK (as may be updated or upgraded from time to time by Fyber, Supply Partner hereby agree to such SDK license agreement that shall be included in the download process of the SDK.
- **“Integration Points”** means collectively the Adapter, Bundle, server-side integration API and/or reporting API, which enables the integration between the Service and Demand Partner Platform.

Attachments

1. [Service Order with Appendix A and Appendix B](#)