

## **SERVICE ORDER FOR THE FYBER OFFER WALL EDGE PLATFORM**

This Service Order for the **Fyber Platform** is entered into by and between **Fyber GmbH** with offices at Wallstraße 9-13, 10179 Berlin, Germany ("**Fyber**") and the entity (the "**Supply Partner**") accepting this Service Order during the registration process via the **Fyber Platform** or the entity detailed **Appendix A** 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 A** (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 "**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 the **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 THE 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 THE SERVICE.

### **The Fyber Offer Wall Edge Service:**

1. Subject to the terms of the Agreement, **Fyber** shall (a) enable **Demand Partners** to run direct Ad campaigns with specific budget and other campaign specifications on the **Property**, and (b) make available to **Supply Partner** to integrate into the **Property** an incentivized opt-in user-initiated scrollable list of offers which includes individual Ads provided by **Demand Partners** (the "**Offer Wall**" or "**Service**"). Each list entry represents an incentivized Ad for **Users** to choose and make offer-specific actions in order to be rewarded with virtual in-game currency.
2. **Fyber** has no direct relationship with **Users**, except for the limited scope of technical support which shall be provided to **Users** of the **Offer Wall Service** on behalf of **Supply Partners**.
3. **Implementation**. As necessary, **Fyber** and **Supply Partner** will work together in good faith to (a) integrate the **Offer Wall SDK** with **Supply Partner's Property**, and (b) mutually resolve any issues associated with such implementation.
4. **Incentives**. **Supply Partner** shall not reward the **User** with "real" (i.e., non-virtual) rewards such as money in a currency issued by any country in the world, goods or other tangible objects or services (including digital services) provided outside the use of the applicable **Property**, as well as virtual rewards that have a monetary value outside the applicable **Property**, without notifying **Fyber** in advance and receiving prior written (email suffices) approval from **Fyber**. The parties specifically agree that failure to notify **Fyber** and obtain **Fyber's** approval according to this section is a material breach of **Supply Partner's** representations and warranties.
5. **Business and Payment Terms**. Subject to the terms of the Agreement, **Supply Partner** shall be eligible to receive a monthly revenue share of sixty-five percent (65%) of the **Net Revenue**. **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.
6. **Term and Termination**. This Service Order shall remain in force and effect until the earlier of (a) it has been terminated for convenience by either party upon 30 (thirty) days' prior written notice, or (b) it has been terminated for cause in accordance with Section 10.3 of the **MSA**.

The parties consent to use a third-party service for purposes of electronically signing this Service Order and agree to be bound by electronic signature.

**IN WITNESS WHEREOF**, the Parties have executed this Service Order with their respective signatures

**Fyber**

**Supply Partner**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix A

Contract Number:

SUPPLY PARTNER INFORMATION			
Entity's full legal name:		Billing contact name:	
Address:		Billing contact email:	
Email address:		Technical contact name:	
Contact name for notifications:		Technical contact email:	
		General contact email:	