SERVICE ORDER FOR ADVERTISERS

This Service Order is entered into by and between Fyber Media GmbH with offices at Wallstraße 9-13, 10179 Berlin, Germany ("Fyber") and the company accepting this Service Order during the sign-up process and/or the creation of an account on the Fyber dashboard (the "Advertiser" or "Demand Partner"), effective on the date of acceptance of this Service Order by Demand Partner (the "Service Order Effective Date") via the Fyber dashboard. This Service Order incorporates the terms and conditions of the Master Service Agreement for Demand Partners that are available at http://www.fyber.com/legal/msa-demand/ (the "MSA"). Capitalized terms not defined in this Service Order shall have the same meaning ascribed 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 this online Service Order, the terms of the offline Service Order duly executed between the Parties shall prevail.

By accepting this Service Order during the sign-up process and/or the creation of an account on the Fyber dashboard, you acknowledge and agree to this Service Order in its entirety, otherwise 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 the Service.

1. The Service.

1.1 Subject to the terms of the Agreement, Fyber shall enable Demand Partner to run its advertisement campaigns via an Offer Wall of advertisements that is managed and provided by Fyber to its publishers/customers ("Supply Partners") on their App to incentivize their Users to further engage with the App’s game (the "Offer Wall"). Demand Partner may create and manage its advertising campaigns through Fyber’s dashboard, and Fyber will deliver and manage the Ads, in the form of an offer on its Offer Wall, on behalf of Demand Partner, and in accordance with its written instructions (the "Offer Wall Service" or "Service").

1.2 Demand Partner shall implement, upon Fyber’s request, all code provided by Fyber for the tracking of the Ads, if and as 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.

1.3 It is hereby agreed that the campaign details will be mutually agreed by the Parties in writing via email.

2. Payment Terms.

2.1 Each calendar month of the term hereof, Fyber will issue an invoice to Demand Partner based on the Payable Events count reported. A "Payable Event" means any view of an Ad Impression, installation, or other compensable activity of Users, as set forth in Table A or otherwise mutually agreed, in writing, by the parties that is measured during the campaign term and during sixty (60) days thereafter. The Payable Event does 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 mobile application).

2.2 Demand Partner will pay to Fyber the amounts due in each invoice within thirty (30) days after the end of each calendar month in which the Service was provided. The Invoice shall be produced at the end of the calendar month according to Fyber’s monthly reports generated at GMT (UTC) time zone.

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.
2.4 To the extent that Demand Partner has made a pre-payment to its Account at Fyber, Fyber will offset the amount payable to Fyber in accordance with any applicable invoice against the account balance.

3. **Term and Termination.**

3.1 Either party may terminate this Service Order for convenience upon 48 hours written notice to the other party.

3.2 If Fyber terminates the Agreement for convenience, Demand Partner will be refunded for any payments it may have already made under this Service Order or which are still credited to Demand Partner’s account at Fyber, unless the parties mutually agree otherwise, and Demand Partner will not have and hereby waives any other claims against Fyber on this subject matter.

3.3 This Service Order shall remain in force and effect until the earlier of (i) it has been terminated in accordance with this section; or (ii) it has been terminated for cause in accordance with the terms of the MSA.