

ANZU ROBLOX TERMS AND CONDITIONS

Last Modified: April 27, 2022

1. GENERAL

- 1.1. These terms and conditions (these **"Terms"**) shall govern the relationship between you and us. These Terms should be read carefully by you in their entirety prior to your use of the Anzu Roblox Services (as defined below). Please note that these Terms constitute a legally binding agreement between you and us. By accepting these Terms and/or by obtaining and continue obtaining any and all of the Anzu Roblox Services (as defined below), you hereby agree to be bound by these Terms (including by our Privacy Policy as set forth in <https://www.anzu.io/privacy-policy/> (**"Privacy Policy"**)). If you do not agree to be bound by any of these Terms, do not use any of the Anzu Roblox Services.
- 1.2. Where used in these Terms, references to: (a) **"you"**, **"your"** and/or the **"Publisher"** mean the developer, owner operator publisher agency and/or publisher individual and/or affiliate and/or related entity thereof of a computer, mobile and/or video game(s) (each, a **"Game"**), who applied to use the Anzu Roblox Services; and (b) **"we"**, **"our"**, **"us"** and/or **"Anzu"** means Anzu Virtual Reality Ltd. and its affiliated entities and subsidiaries.
- 1.3. You represent and warrant that you have the power and authority to enter into these Terms and you agree to be legally bound by these Terms. If you do not agree to these Terms, please refrain from using the Anzu Roblox Services.
- 1.4. We reserve the right to make changes and/or adjustments to these Terms and/or the Anzu Roblox Services at any time without prior written notice. You understand that this may consequently remove any advertising campaigns from the Anzu Roblox Services.
- 1.5. Any request to change any details and/or information in these Terms by you shall be submitted in writing to us. We shall review such request and decide, in our sole discretion, within 10 (ten) business days after having received the said written request, whether to agree to such change or not.

If you do not agree to any of these Terms, please refrain from using the Services and/or any other service made available by us in accordance with these Terms.

2. DEFINITIONS

- 2.1. **"Ad"** or **"Advertisement(s)"** means, but is not limited to, advertisements, internal content, promotions, content management, multimedia images, graphics, text, data and advertising materials

and/or any other media and/or any other marketing materials that are parsed, rendered and displayed to End User in places defined by Publishers, such as in the Game.

- 2.2. “**Advertiser**” means, but is not limited to: (i) a third party advertiser, such as a direct brand, agency, ad exchange; or (ii) you acting as an internal advertiser.
- 2.3. “**Ad Serving Fee**” means the fee that we charge you for serving Advertisements.

3. LICENSE

- 3.1. Subject to these Terms, we hereby grant you with a limited, non-exclusive, revocable, non-sub-licensable, non-transferable license to use a dedicated ad server and related code and any updates and/or new or alternative versions thereof (“**Anzu Roblox Services**”), which, after being embedded into the Game, will allow you to create and control the activity of your Advertisement placement inventory (“**Placement Inventory**”), in order for the Advertisements to be displayed to the Games’ end users (“**End Users**”, and the “**License**”, respectively).
- 3.2. We will not be held responsible for any failure to support and/or facilitate any integration between the Game and the Anzu Roblox Services and you shall bear all responsibility in checking your systems and/or internal software and/or configuration, including that the Anzu Roblox Services are integrated in accordance with our guidelines and complies with our integration specifications.
- 3.3. You will not, and will not allow any third party to: (i) directly or indirectly access, launch or activate any of the Anzu Roblox Services, any protocols or any other technology, content, software, materials and/or documentation belonging to us, through or from, or otherwise incorporate any of these in, any Game, software, website or other means, other than via the Anzu Roblox Services, as permitted under these Terms; (ii) copy, distribute, rent, sell, lease, lend, sublicense, transfer any of the Anzu Roblox Services and/or right to use the License or make any of these available to any third party except as expressly set forth and in accordance with these Terms; (iii) decompile, reverse engineer, or disassemble the Anzu Roblox Services; (iv) modify the Anzu Roblox Services (or any part thereof) in any way without our prior written consent; (v) create derivative works based on any component of the Anzu Roblox Services and/or create any product or service competitive with the Anzu Roblox Services; (vi) modify, remove, or obscure any proprietary notices or anything of similar nature that appear on or during the use and operation of the License and/or the Anzu Roblox Services; (vii) create or attempt to create a substitute or similar service or product to that of the Anzu Roblox Services or

proprietary information related thereto; (viii) authorize or encourage any third party to generate fraudulent impressions of or fraudulent clicks on any Advertisement, including but not limited to, through repeated manual clicks, the use of robots or other automated query tools and/or computer generated search requests, and/or the fraudulent use of other search engine optimization services and/or software; or (ix) use or modify any feature or functionality of the Anzu Roblox Services in order to, inter alia, collect personally identifiable information of any third party.

- 3.4. You understand that misrepresenting ownership and fraudulent claiming of any part of the Anzu Roblox Services is strictly prohibited and, without limiting any other rights or remedies available to us, may result in a permanent ban from using the Anzu Roblox Services, or terminating these Terms altogether, and in any case it is understood that the Consideration (as defined below) shall be withheld if such situations arise.
- 3.5. Without derogating from the above, we do not grant you the right to use the Anzu Roblox Services in respect to any advertising campaign that:
 - 3.5.1. Contains any content or element of any nature whatsoever that is libelous, discriminatory, obscene, unlawful, illegal, or that is, in our sole discretion, otherwise unsuitable;
 - 3.5.2. As their direct or indirect objective, or as a direct or indirect objective of any third party, advertises on the Game or targets the marketing of the Advertisements to any persons who are under the age of legal consent as may apply in the jurisdiction that you are targeting with regard to the content of each advertising campaign, respectively;
 - 3.5.3. Infringes our and/or any third party's intellectual property rights, including but not limited to, illegal streaming and/or downloading; copies or resembles our and/or any third party's property in whole or in part; or, disparages us and/or any third party or otherwise damages our and/or any third party's goodwill or reputation in any way;
 - 3.5.4. Uses, runs and/or includes any spiders, robots, virus, Trojan horse or any other kind of malware, spyware or any other malicious code or code that may be used to circumvent any of our security measure; or
 - 3.5.5. Violates the terms of use and any applicable policies of any search engines.
- 3.6. If we determine, in our sole discretion, that you have engaged in any of the activities that contravene the provisions of this Section 3, we may

(without limiting any other rights or remedies available to us) terminate these Terms immediately with or without notice to you.

4. ANZU ROBLOX SERVICES

- 4.1. Once the integration between the Game and the Software is completed, you may use the Anzu Roblox Services in order to create and control your own Ad campaigns. You agree that you remain responsible for any and all actions and/or omissions taken by you with respect to the use of the Anzu Roblox Services, or otherwise in connection with the Anzu Roblox Services and/or for all Advertisements that you place in the Game and/or all interactions, communications, agreements and obligations that you may have toward any third party in this regard. You undertake to indemnify and hold us harmless in the event of any raised claims by any third parties in respect of any acts and/or omissions relating to any Ad campaigns.
- 4.2. You will have the ability to measure, track and analyze the performance of your campaigns and advertising activities based on the collected advertising campaign data with our tracking technology and analytics solution, and to build and export reports via our reporting services.
- 4.3. You can request that the Anzu representative appointed to your account partake in your campaign setup or management throughout the campaign period, for an additional consideration as to be agreed in writing. Under no circumstances will we be held liable in any event of any claims raised by third parties regarding your advertising campaigns or any part thereof.

5. PUBLISHER REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 5.1. You hereby represent and warrant that: (i) any Ad campaign appearing in your Games or modification to any Ad campaign has been approved by you in writing (by sending us such written approval); (ii) you shall comply at all times with any and all Roblox Community Rules (available at: <https://en.help.roblox.com/hc/en-us/articles/203313410-Roblox-Community-Rules>), Roblox terms of Use (available at: <https://en.help.roblox.com/hc/en-us/articles/115004647846>), and any other terms and conditions required by Roblox, and immediately notify us of any suspected non-compliance; and (iii) you will be solely liable for the Game and decisions relating to the Placement Inventory, End Users and/or additional third parties, including the handling of all inquiries and/or claims submitted by any of the aforementioned and/or all additional engagements, commitments and interactions that you have with any third party. All interactions and commitments that you may have with any third party must be professional, proper and lawful under applicable law (including any laws or regulations relating to the content

and nature of publishing or marketing) and otherwise comply with these Terms.

- 5.2. You will ensure that no unauthorized third party will access the Anzu Roblox Services on your behalf, and you will keep safe and confidential any usernames or passwords associated therewith against any unauthorized access and use.
- 5.3. Without derogating from the generality of Section 5.2 above, you may grant access to the Anzu Roblox Services to third parties solely in order to allow such third parties to access and manage the Anzu Roblox Services on your behalf; provided, however, that you shall: (i) require that such third parties agree to be bound by these Terms, (ii) ensure that such third parties comply fully with all provisions of these Terms, and (iii) be fully responsible and liable for the acts and omissions of such third parties in connection with these Terms. You agree that to the extent you create a new account, it must be pre-approved by us and registered to you; if not pre-approved or registered with the same entity or name, we may suspend or close that account in our sole discretion.
- 5.4. You will comply with any third party terms, policies or guidelines applicable to the development and operation of the Game and the integration between the Game and the use of the Anzu Roblox Services, including, without limitation, any operating system supported by us now or in the future, and will not cause us to be in violation of any such third party terms.
- 5.5. You undertake not to have any direct contact with any of our Advertisers and understand that in the event we suspect that you are communicating with an Advertiser we shall terminate all advertising campaigns in connection thereto and/or terminate these Terms with you.
- 5.6. We have the right, but not the obligation, to pre-screen, review and monitor any and/or all Advertisements, and may at our sole direction refuse to run any Advertisements or suspend any Advertisements. We shall not be responsible or liable in any manner for any Advertisements and undertake no responsibility to update or review any Advertisements, whether added to the Game by you or us.
- 5.7. We have the right, but not the obligation, to pre-screen, review and monitor any and/or all Placement Inventory and you shall not unreasonably object to any of our requirements with respect to such Placement Inventory. You understand that we do not control or endorse and we make no representation or warranties of any kind regarding the display and/or design of the Placement Inventory in the Game. We shall not be responsible or liable in any manner for any Placement Inventory that shall remain under your responsibility and liability at all time.

5.8. You represent and warrant that there is no contractual, legal or other prohibition upon you and/or anyone acting on its behalf (including, without limitation, its controlling shareholders, directors, officers and/or its ultimate beneficiary owners) to enter into this Agreement. Neither of you and/or anyone of your behalf appear in repositories which prohibit them directly or indirectly to conduct business with us (or its affiliates) (and/or its technology and/or in the currencies of the United Kingdom, the EU and the United States of America) nor will expose Anzu (and its affiliates) to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America. If Anzu is deemed to furnish payments and/or render services to the Publisher which constitute or may constitute and/or expose Anzu to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America, Anzu shall be entitled to immediately terminate this Agreement with no penalty, and shall not be liable to pay any claim or provide any benefit hereunder to the Publisher.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. We own all intellectual property rights in and to the Anzu Roblox Services and any other content we provided to you in connection therewith, and you shall not gain any ownership right, property right or any other right in any of these and/or anything in relation thereto.
- 6.2. You shall only use the Anzu Roblox Services in accordance with these Terms, and any protocols or guidelines that we provide from time to time, applicable laws, legislation, rules and regulations. Without derogating from the provisions of this Section 6.2, if you make any amendment, addition, modification and/or derivative work in respect of the Anzu Roblox Services, any such modification, addition, amendment and/or derivative work will be solely owned by us and you will have no right or title in such modification, addition, amendment and/or derivative work in any way whatsoever.
- 6.3. You may submit questions, comments, suggestions, ideas, plans, notes, drawings, original or creative materials or other information about us, and/or the Anzu Roblox Services (collectively, "**Suggestions**"). You understand that any Suggestions submitted to us via the Anzu Roblox Services and/or by email and/or any other way of communication shall be non-confidential and shall become our sole property. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of any Suggestions for any purpose, commercial or otherwise, without any acknowledgment and/or compensation to you.

7. YOUR COMMUNICATIONS WITH END USERS.

- 7.1. Your communication with any End Users and/or additional third parties in respect of these Terms must comply with the following:
- 7.2. You have a clear and specific consent mechanism in order to collect opt-in consent from the End User, or another valid legal basis before you send any communication;
- 7.3. Where applicable the communication makes it clear that it is marketing content;
- 7.4. If such communication includes any promotional offers or any promotional competitions, games or anything else relating to the Game, then said promotion, competition or game is clearly identified as such and any conditions which are required in order to qualify for the promotion, competition or game are set out clearly and unambiguously in the communication;
- 7.5. You do not send any such communications to End Users under the age of legal consent as may apply in the jurisdiction of the proposed recipient of any such communication with regard to the content of each advertising campaign, respectively;
- 7.6. You do not use any viral marketing techniques as part of your electronic marketing activities;
- 7.7. You include a true name in the communication (e.g. in the "From" line of any email) and not a sales pitch or marketing message. Any such communication must clearly identify you as the sender of the communication and you shall not falsify or otherwise attempt to hide your identity;
- 7.8. You do not mislead the End User with regard to the content and purpose of the communication;
- 7.9. You provide an adequate, functioning, free of charge and conspicuous "opt-out" or "unsubscribe" option in every communication; and
- 7.10. The communication must include a valid address to which the recipient can respond to opt out/unsubscribe of future marketing communications. The reply address must be active for at least 30 (thirty) days after sending the communication. You also include a physical business address in any such communication;
- 7.11. You honor expeditiously any opt out/unsubscribe request made by any recipient. You must not send any further marketing communications to any person who indicates (by whatever means) that the End User does not wish to receive any further communications;

- 7.12. You include a link to your compliant privacy policy in any communication;
- 7.13. You do not send any communication to any End User who has registered on any applicable register of persons who do not wish to receive any marketing communications; and
- 7.14. You are responsible for ensuring that your communication practices comply with all applicable laws and codes of practice.

8. REPORTS & PAYMENTS

- 8.1. Payments shall be made in accordance with the terms set out in Exhibit A and subject to the following provisions:
- 8.2. The reported Net Revenue due to you ("**Net Revenue**" means the gross revenue less our revenue share fee, external exchange fees, currency exchange and money transfer costs) will be made available for your review via our dashboard and/or via Email no later than on the 15th (fifteenth) day of each following calendar month. Notwithstanding the aforementioned, you acknowledge that we will calculate the full and final consideration that is due and payable to you (the "**Consideration**") in accordance with our reporting system based solely on our system's statistics and data; accordingly, any such reported calculations that we shall ultimately issue to you will be considered true, final and correct, unless proven incorrect by written evidence sent by you within 5 (five) business day from the 15th (fifteenth) day of each following calendar month. You acknowledge and agree that in the event you deliver the said written evidence, we will not transfer you any Consideration until any such dispute has been resolved between the parties.
- 8.3. For any internal Ad campaigns (including, but not limited to, cross-promotion and content management) and direct deals, you acknowledge and agree that we will charge you an Ad Serving Fee based on Advertisement impressions. You acknowledge that the calculations will be based solely on our internal system. You shall be required to pay us within 10 (ten) days after receiving a monthly invoice from us stating the final amount payable.
- 8.4. Unless agreed otherwise between the parties, and subject to the terms of this Agreement, we will pay the Consideration within 60 (sixty) days following the end of the billing calendar month; however, we reserve the right to pay the Consideration on a later date in the event that: (i) the Consideration amount is less than \$500 in which case the amount will rollover and accrue to the next remittance period, provided that the earnings will reach \$500; and/or (ii) if we have not received payment from an external Advertiser in the Exchange for reasons beyond our control, and in such a case we will take commercially reasonable measures in

order to obtain the said payment and transfer the Consideration to you as soon as possible; and/or (iii) if said payment has not been cleared and transferred to us by the appropriate financial institutions. In these respects, you agree to hold us harmless for any delay in payment of the Consideration. In addition, we will not be responsible or liable for any acts and/or decisions made by any financial institution with respect to the clearing of any Consideration.

- 8.5. All taxes due in connection with any payments to you are your sole liability; you are responsible for complying with the rules, if any, for registering for and paying direct and indirect taxes (including, but not limited to, VAT), levies, duties and charges in respect of your income from or in relation to these Terms. For the avoidance of doubt, it is hereby clarified that we will not increase the Consideration payable to you due to any tax, levy, duty or charge imposed on the payment of the Consideration, and all Consideration is inclusive of any such tax, charge, duty and/or levy. We reserve the right to withhold and/or deduct all taxes, levies, duties and charges if required under any applicable laws.
- 8.6. Payments to you may be dependent on of Advertisers' payments to us and may also be withheld to reflect or adjusted to exclude any amounts refunded or credited to advertisers and any amounts arising from invalid activity, as determined by us in our sole discretion. In addition to our other rights and remedies, we may withhold and offset any payments owed to you under these Terms against any fees you owe us under these Terms or any other agreement.

9. TERM AND TERMINATION

- 9.1. These Terms will enter into force when you access and/or start using the Anzu Roblox Services, and may be terminated by either party without cause by providing a 30 (thirty) day prior written notice to the other party, unless the parties have agreed otherwise (the "**Term**"). Without derogating from the aforementioned, it is understood that the parties' payment obligations in this Section 9 shall survive the termination of these Terms and keep their force until fully transferred to the other party.
- 9.2. In the event that either party is in breach of these Terms and fails to take actions to rectify any such breach within 30 (thirty) days following notice of such breach from the other party, the other party may terminate these Terms by providing a 72 (seventy-two) hour prior written notice to the other party. Without derogating from the aforementioned, we reserve the right to suspend your use of the Anzu Roblox Services, if we suspect any fraudulent activity done by you and/or anyone on your behalf, until an internal Anzu investigation is concluded regarding this matter.

- 9.3. The following will apply upon termination of these Terms: (a) your access to the Anzu Roblox Services will terminate; (b) you shall destroy any and all copies of the Anzu Roblox Services in your and/or anyone on your behalf's possession or control; and (c) you shall return to us all of our Confidential Information.
- 9.4. Upon termination, the provisions of these Terms shall cease to have effect, save for the following provisions of these Terms which shall survive and continue to have effect, in accordance with their express terms or otherwise indefinitely: Sections 0, 3.3, 3.5, 6.1, 9, 10, 11, 12, 13, 14, 15, and [--].

10. **PRIVACY**

- 10.1. You acknowledge and agree that we will obtain through the Anzu Roblox Services data related to End Users (which may include personal data) using the Game which will be used by Anzu to provide you with the Anzu Roblox Services in accordance with these Terms. You further agree that in connection with the Anzu Roblox Services, Anzu may exchange aggregated information that is directly or indirectly collected from the Game, including End User data, with third parties who provide services to us, and, among others, perform and improve the Anzu Roblox Services.
- 10.2. You represent, warrant and covenant that you shall be fully responsible for: (i) complying with any and all applicable laws, including without limitation, privacy laws, such as the General Data Protection Regulation ("**GDPR**"), Children's Online Privacy Protection Act ("**COPPA**"), the California Consumer Privacy Act ("**CCPA**"), and any other applicable law relating to the collection, use and sharing of information about End Users by us; (ii) obtaining all necessary and required consents and/or have any and all ongoing legal bases from the End Users of the Game, so Anzu will be able to provide the Anzu Roblox Services hereunder in a lawful manner; and (iii) any and all transparency-related obligations (including, without limitation, displaying any and all relevant and required privacy notices or policies).
- 10.3. You will not transmit any Personal Information (as defined in the CCPA) about or relating to an End User under the age of 13 to Anzu. If you use the Anzu Roblox Services in a way that causes Anzu to collect Personal Information from Californian residents, you will provide all notices and offer all opt out choices required by the CCPA in accordance with the CCPA. You will not cause Anzu to be considered as a third party under the CCPA, and you shall defend, indemnify and hold us harmless at all times for any claims related to, or arising from, an End Users' and/or any third party in connection with Anzu's use

and/or transfer of the End User's data in connection with the Anzu Roblox Services.

- 10.4. To the extent that in accordance with applicable law you need a Data Processing Agreement (“**DPA**”) in place with us, please request it from your account manager and return it signed to us. In the event that you fail to comply with any data protection or privacy law or regulation, the GDPR and/or any provision of the DPA, and/or fails to return an executed version of the DPA to Company, then: (a) to the maximum extent permitted by law, you shall be solely and fully responsible and liable for any such breach, violation, infringement and/or processing of personal data without a DPA by Anzu and Anzu’s affiliates and subsidiaries (including, without limitation, their employees, officers, directors, subcontractors and agents); and (b) in the event of any claim of any kind related to any such breach, violation or infringement and/or any claim related to processing of personal data without a DPA, you shall defend, hold harmless and indemnify Anzu and Anzu’s affiliates and subsidiaries (including, without limitation, their employees, officers, directors, subcontractors and agents) from and against any and all losses, penalties, fines, damages, liabilities, settlements, costs and expenses, including reasonable attorneys’ fees.
- 10.5. Anzu provides you with a set of general options, features and capabilities. Since Anzu Roblox Services are available worldwide, we do not and cannot guarantee that the way you use, implement or choose any option, feature, service, solution or capability is or will be compliant with applicable laws that apply to End Users using your Game. You must choose each option, feature, service, solution or capability carefully and make sure it is compliant with all applicable laws. Your choice will be deemed as an instruction to Anzu for privacy purposes. However, you must not use Anzu Roblox Services in any manner which may infringe any applicable laws (including privacy or spam laws) or third party rights, including End User rights. For the avoidance of doubt, we have no direct relationship with the End Users and no obligation whatsoever to inform them about any of the above referenced to in this Section 10. If you do not comply, when applicable, with your obligations under applicable law, including, without limitation, as a data controller and/or as a business, you may not send Anzu any Ad request in a non-compliant manner that will cause Anzu and the Advertisers to be in a non-compliant position under applicable law when providing the Anzu Roblox Services.
- 10.6. You hereby agree to and undertake to comply with our Publishers’ guidelines, [available here](#), which are incorporated herein by reference (“**Publishers’ Guidelines**”). For the avoidance of any doubt, the Publishers’ Guidelines are intended to add and not to detract from any and all provisions stipulated in these Terms and/or in the Privacy Policy. In the event of any inconsistency by and between the

foregoing, the interpretation that preserves the rights of Anzu to the maximum shall prevail. You acknowledge and agree that Anzu may update, change and/or amended the Publisher Guidelines from time to time, at Anzu's sole discretion, without a prior notice to you. You are responsible to check periodically the Publisher Guidelines.

11. DISCLAIMERS

- 11.1. We are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software or failure of email on account of technical problems or traffic congestion on the internet or at any website or combination thereof, including injury or damage to your computer, device, software, system, server or program related to or resulting from the Anzu Roblox Services. Under no circumstances will we be responsible for any loss or damage resulting from anyone's use or inability to use the Anzu Roblox Services.
- 11.2. We make no warranties or representations (whether express or implied by law, statute or otherwise) with respect to the Anzu Roblox Services and/or anything thereof affecting you, the End Users or any third parties, or any content, products or services available therein or related thereto or that our system, network, services, software or hardware (or any of which are provided to us by third parties) will be error-free or uninterrupted or with respect to the quality, merchantability, fitness for particular purpose, non-infringement or suitability of the Anzu Roblox Services. All warranties, representations and implied terms and conditions are hereby excluded to the fullest extent permitted by law.
- 11.3. You acknowledge and agree that we have no control over and are merely a passive conduit with respect to any Advertisements and/or content that may be submitted by any Advertiser, and you are solely responsible and assume all liability and risk for determining whether or not any of your advertising campaigns are appropriate or acceptable.

12. LIMITATION OF LIABILITY; INDEMNIFICATION

- 12.1. In no event will we be liable for any direct, indirect, special, incidental, consequential or punitive loss, injury or damage of any kind or for any loss of business, reputation, revenue, profits and/or data that arises under or in connection with these Terms or that results from the use of, or the inability to use, the Anzu Roblox Services, even if we have been advised of the possibility of such loss.
- 12.2. Notwithstanding anything to the contrary between the parties, in any event, our total, aggregate liability for all damages and losses arising

under or in connection with these Terms, or that result from your use of or inability to use the Anzu Roblox Services, or in connection with any act or omission of any third party, including but not limited to Advertisers and/or End User, or any indemnification obligation or applicable law regarding data protection or privacy (including, without limitation, the DPA), whether in contract, tort (including negligence) or for breach of statutory duty or in any other way, shall not exceed the Consideration actually received from you over the previous three (3) months preceding the date of the event giving rise to the liability.

- 12.3. You shall defend, indemnify and hold us harmless from and against any and all claims, demands, liabilities, losses, damages, costs and expenses (including legal fees) resulting or arising from (i) your breach of these Terms; (ii) your use of the Anzu Roblox Services, and/or (iii) any claims regarding the Game and/or Placement Inventory and/or advertising campaigns (including without limitation IP infringement and privacy claims). Without derogating from or excusing your obligations under this section, we reserve the right (at your own expense), but are not under any obligation, to assume the exclusive defense and control of any matter which is subject to an indemnification by you if you choose not to defend or settle it. You agree not to settle any matter subject to an indemnification by you without first obtaining our express approval.
- 12.4. Without prejudice to any other rights or remedies available to us under these Terms or otherwise, we shall be entitled to set off any payments otherwise payable by us to you hereunder, against any liability of you to us, including (but not limited to) any claims we have against you resulting from or arising from, your breach of these Terms and/or your use of the License.

13. CONFIDENTIAL INFORMATION

- 13.1. Each party shall keep confidential and shall not disclose to any third party any and all proprietary information or confidential information disclosed to it by the disclosing party, and/or relating to the business, processes, practices, products, customers, accounts, finance or contractual arrangements or trade secrets of the disclosing party and any information concerning the Anzu Roblox Services or the substance of any report, recommendations, advice, test disclosed in relation to any of the aforementioned ("**Confidential Information**"), and shall use such Confidential Information solely for the performance of its obligations under these Terms. If either party becomes aware of any breach of confidence by any of its employees, agents, or sub-contractors, it shall promptly notify the other party and give the other

party all reasonable assistance in connection with any proceedings, which the other may institute against any such persons.

- 13.2. The obligations in Section 13 shall not apply to information that :(i) was already known to the receiving party prior to disclosure by the other party, (ii) that is in the public domain or which becomes part of the public domain through no fault of the receiving party, or (iii) to any information that is required to be disclosed by law. Either party may disclose Confidential Information that has been approved in advance in writing by the other party for disclosure.

14. **FORCE MAJEURE**

- 14.1. If either party is prevented or delayed in the performance of any of its obligations under these Terms by Force Majeure, that party shall:
- 14.1.1. Promptly serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to Force Majeure and the measures it is taking to remedy and/or mitigate the effects;
 - 14.1.2. Use all reasonable endeavors without being obliged to incur any expenditure to mitigate the effects of Force Majeure and/or bring the Force Majeure event to a close, or to find a solution by which these Terms may be performed despite the continuation of the Force Majeure event;
 - 14.1.3. Have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and;
 - 14.1.4. For such time after the affected Party ceases to perform its obligations as is necessary for that party, use its reasonable endeavors to recommence its affected operations in order for it to perform its obligations.
- 14.2. For the purposes of these Terms, "Force Majeure" means any cause beyond the reasonable control of the parties including, without limitation, any of the following:
- 14.2.1. Act of God;
 - 14.2.2. War, insurrection, riot, civil disturbance, acts or attempted acts of terrorism;
 - 14.2.3. Fire, explosion, flood, storm;
 - 14.2.4. Theft or malicious damage;
 - 14.2.5. Strike, lock-out, or other industrial dispute (whether involving the workforce of the party so prevented or any other party), third party injunction;

14.2.6. National defense requirements, acts or regulations of national or local governments; or

14.2.7. Inability to obtain essential power, raw materials, labor, malfunction of machinery or apparatus.

15. THIRD PARTY SOURCES

15.1. The Anzu Service (or any part thereof) may use or include third party software, files and components that are (or might be) subject to open source and third party license terms ("**Third Party Sources**"). Your right to use such Third Party Sources as part of, or in connection with, the Anzu Service is subject to acknowledgements and license terms accompanying such Third Party Sources, contained therein or related thereto. These Terms do not apply to any Third Party Sources accompanying or contained in the Anzu Service and we disclaim all liability related thereto.

15.2. You acknowledge that Anzu is not the author, owner or licensor of any Third Party Sources, and that we make no warranties or representations, express or implied, as to the quality, capabilities, operations, performance or suitability of Third Party Sources. UNDER NO CIRCUMSTANCES SHALL THE ANZU SERVICE OR ANY PORTION THEREOF (EXCEPT FOR THE THIRD PARTY SOURCES CONTAINED THEREIN) BE DEEMED TO BE "OPEN SOURCE" OR "PUBLICLY AVAILABLE" SOFTWARE.

16. MISCELLANEOUS

16.1. Any notice or other documents to be given under these Terms shall be in writing and shall be deemed to have been duly given if delivered by hand or sent by recorded delivery to the other Party at an address noted in this Section 16.1. Any such notice or other documents shall be deemed to have been received by the addressee five (5) business days following the date of dispatch if the notice or other document is sent by registered post, or in the following business day after the day in which the notice is delivered by personal delivery or by confirmed email.

16.1.1. In the case of Anzu, notice shall be sent to publishers@anzu.io.

16.1.2. In the case of the Publisher, notice shall be sent to the Email address given by the Publisher upon registering with Anzu.

16.2. In the event your information should change at any time and for whatever reason, you undertake to send us notification in writing as soon as possible with an updated and relevant Email address replacing the previous one, for us to send, and for you to receive, notices in accordance to these Terms.

- 16.3. In the event that you registered with a different name than the name that appears on the invoice you sent us, you agree that: (i) the Anzu Services will be provided only to the name registered (i.e., the Publisher (as this term is defined above)); (ii) if there is a payment to be made, it will be remitted to the addressee on the invoice only ("**Addressee**"). You further agree, that both you and Addressee release us from any liability and from further payment obligations, and that both of You and Addressee will be jointly and severally liable to Anzu under these Terms.
- 16.4. There is no relationship of exclusivity, partnership, joint venture, employment, agency or franchise between you and us in connection with these Terms. Neither party has the authority to bind the other (including the making of any representation or warranty, the assumption of any obligation or liability and/or the exercise of any right or power), except as expressly provided in these Terms.
- 16.5. Except where you have received our prior written consent, you may not assign at law or in equity (including by way of a charge or declaration of trust), sub-license or deal in any other manner with these Terms or any rights under these Terms, or sub-contract any or all of your obligations under these Terms, or purport to do any of the same. Any purported assignment in breach of this clause shall confer no rights on the purported assignee.
- 16.6. These Terms shall be governed by and construed in accordance with the laws of Israel, without giving effect to conflicts of law principles. You irrevocably agree to submit, for the benefit of us, to the exclusive jurisdiction of the courts of Tel-Aviv, for the settlement of any claim, dispute or matter arising out of or concerning these Terms or its enforceability and you waive any objection to proceedings in such courts on the grounds of venue or on the grounds that proceedings have been brought in an inconvenient forum.
- 16.7. Whenever possible, each provision of these Terms will be interpreted in such a manner as to be effective and valid under applicable law but, if any provision of these Terms is held to be invalid, illegal or unenforceable in any respect, such provision will be ineffective only to the extent of such invalidity, or unenforceability, without invalidating the remainder of these Terms or any other provision hereof.
- 16.8. These Terms embody the complete agreement and understanding of the parties hereto with respect to the subject matter hereof and supersedes any prior agreement or understanding between the parties in relation to such subject matter. Each of the parties acknowledges and agrees that in entering into these Terms, it has not relied on any statement, representation, guarantee warranty, understanding, undertaking, promise or assurance (whether negligently or innocently made) of any person (whether party to these

Terms or not) other than as expressly set out in these Terms. Each party irrevocably and unconditionally waives all claims, rights and remedies which but for this clause it might otherwise have had in relation to any of the foregoing.

16.9. A person who is not a party to these Terms has no right to rely upon or enforce any term of these Terms.

16.10. Unless specifically agreed otherwise, Anzu shall be entitled to make or send public announcements, communications or circulars concerning your engagement with us, and you hereby permit Anzu and anyone on its behalf (including without limitation Anzu's affiliates and/or partners) to display your name and logo, as well as the right to use screenshots/videos of the Game in Anzu's marketing materials and/or website. In addition, upon request of Advertisers from Anzu, Anzu may submit to Advertiser screenshots and/or videos of the Game in which Advertisements are displayed to be used by Advertisers for their own marketing purposes ("**Creatives**"), provided however that Advertisers will confirm in writing that: (i) the use of the Creatives is to be made only for as long as the Game is available; (ii) the name of the Game, the Publisher and Anzu shall be credited; (iii) upon request of Publisher, Advertiser shall immediately cease to use the Creatives.

EXHIBIT A

1. With respect to Section 8.2 in these Terms, and unless agreed otherwise in writing, we shall receive 40% (forty percent) of the revenue share fee and transfer to you 60% (sixty percent).
2. With respect to Section 8.3 in these Terms, we will charge an Ad Serving Fee based on volume:

Volume	Charges
0 – 1,000,000 monthly impressions	\$0.70 per 1000 banner imps / \$1.00 per 1000 video impressions
1,000,000 – 10,000,000 monthly impressions	\$0.50 per 1000 banner imps / \$0.70 per 1000 video impressions
10,000,000 – 100,000,000 monthly impressions	\$0.30 per 1000 banner imps / \$0.40 per 1000 video impressions
100,000,000+ monthly impressions	\$0.20 per 1000 banner imps / \$0.25 per 1000 video impressions

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3. For the avoidance of doubt, we reserve the right to update Exhibit A at any time and will inform you of such changes by sending you written notice.