

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions, including its Schedule 1 (together the “General Terms and Conditions”) are made by and between Gameloft (“Gameloft”), and the advertiser (or the advertising agency if the corresponding Insertion Order is executed by the advertising agency) (“You”) (each a “Party” and, collectively, the “Parties”).

1. **Objective:** These General Terms and Conditions allow Gameloft to place advertising displaying certain creative materials as provided by You to Gameloft or as created by Gameloft itself, promoting advertiser’s services and/or products under advertiser’s trademarks and logos (“Advertising Content”) on select mobile contents published by Gameloft (“Gameloft Contents”) for the Term specified below (the foregoing shall be the “Purpose” of these General Terms and Conditions).

2. **Gameloft Responsibilities:**

(a) Subject to the terms and conditions of these General Terms and Conditions, Gameloft agrees to provide certain advertising inventory, at its discretion, to You during the Term as described in each corresponding Insertion Order.

(b) In furtherance of the foregoing, and subject to these General Terms and Conditions, Gameloft hereby agrees to provide limited services to You, whereby Gameloft will install and incorporate software code and Advertising Content (together, the “Advertising”) into Gameloft Contents during the Term (the “Service(s)”), as agreed in each Insertion Order attached to these General Terms and Conditions. The Service, as provided to You, may include, among other things, standard advertising management services, such as ad serving, trafficking, campaign management and the provision of certain data, in accordance with the Specific Terms as set forth in Schedule 1.

(c) Gameloft agrees to serve and deliver within certain advertising inventory the agreed Advertising in Gameloft Contents through the Service. Gameloft may at any time and without prior notice suspend the Services and or remove or disable any Advertising that gives Gameloft a reason or reasonable cause for concern as to such Advertising content or use. Gameloft will promptly notify You of any such suspension or disablement. Gameloft shall not be responsible for any lost revenue to You that results, either directly or indirectly, from suspension or disablement of the Services pursuant to this Section 2(c).

3. **Your Responsibilities:**

(a) Subject to these General Terms and Conditions, You agree to provide Gameloft with creative materials for the purpose of the creation of Advertising Content to be integrated in Advertising and displayed on Gameloft Contents according to Gameloft specifications provided by Gameloft from time to time and within the required time specified in each Insertion Order.

(b) You hereby represent and warrant, and shall ensure that, all elements part of Advertising transmitted, transferred or otherwise provided by You to Gameloft shall comply with: (i) all applicable laws, rules, and regulations, including the Children’s Online Privacy Protection Act where applicable and all laws regarding intellectual property rights; (ii) all requirements or restrictions outlined in any particular Insertion Order (including any prohibitions against the collecting of certain information from users of child-directed games or restrictions on the types of content to be displayed to users of such games); and (iii) the “Self-Regulatory Program for Children’s Advertising” provided by the Children’s Advertising Review Unit where applicable.

4. **Fees and Payments:**

(a) During the Term, You shall pay Gameloft the amounts agreed between the Parties according to each Insertion Order attached to these General Terms and Conditions.

(b) Gameloft shall be solely responsible for any costs or expenses it incurs in connection with the provision of the Services or performance of its obligations under these General Terms and Conditions including, without limitation, expenses associated with any costs of operating and maintaining the Services.

5. **Reservation of Rights:**

(a) You grant to Gameloft the non-exclusive and non-transferable right to deploy and use worldwide the Advertising during the Term pursuant to the limited rights expressly granted and as specifically set forth in these General Terms and Conditions. You further grant to Gameloft the right to display the Advertising Content created by Gameloft on its corporate website and application for demonstration purpose and for an unlimited period.

(b) Gameloft is the exclusive owner of all right, title and interest in and to all software, databases and other aspects and technologies related to Gameloft Contents, and any enhancements thereto. You acknowledge that Gameloft shall retain all proprietary rights in the Gameloft Contents, Service (including all software, source codes, modifications, updates and enhancements thereof), the creative materials of the Advertising Content created by Gameloft and any other trademarks and logos which are owned or controlled by Gameloft and made available to You under these General Terms and Conditions.

6. **Warranty and Disclaimer:**

(a) Gameloft represents and warrants to You that: (i) the content displayed on all Gameloft Content where Advertising will be displayed and creative materials to be included within Advertising Content are either original to Gameloft or Gameloft has all necessary rights for the content; (ii) Gameloft has the power and authority to enter into and perform Gameloft's obligations under these General Terms and Conditions; (iii) to the best of Gameloft's knowledge, it currently has no restrictions that would impair its ability to perform its obligations under these General Terms and Conditions; and (iv) performance of its obligations hereunder shall be in compliance with all applicable laws, rules and/or regulations.

(b) You represent and warrant to Gameloft that: (i) all creative materials provided to Gameloft and included within the Advertising are either original to You or You have all necessary rights for using the Advertising for the purposes described herein; (ii) You have the power and authority to enter into and perform its obligations under these General Terms and Conditions; (iii) to the best of Your knowledge, it currently has no restrictions that would impair its ability to perform its obligations under these General Terms and Conditions; (iv) the Advertising shall not contain any of the following content, at Gameloft's sole discretion: indecent, obscene or pornographic material, hate speech, highly controversial content, drugs, cigarettes and content associated with smoking, content that promotes violence, content that violates any applicable law, regulation or third parties, and content that disparages, ridicules, derogates, harasses, threatens, defames, or libels any third party or any product or service provided by a third party; (v) the Advertising shall not contain or proliferate viruses, spyware, adware or malicious code and shall not otherwise overburden, disrupt, damage, or impair the mobile content and games provided by Gameloft and to third parties; (vi) the Advertising shall not contain any content related to mobile games; (vii) the Advertising is legal to distribute, does not and shall not infringe on any third-

party intellectual property right (including, without limitation, trademarks, patents, copyrights, rights of publicity, moral rights, or any other third-party right) and does not otherwise violate any applicable law or regulation, including any criminal law; and (viii) performance of its obligations hereunder shall be in compliance with all applicable laws, rules and/or regulations. Notwithstanding the foregoing, alcohol Advertising is subject to prohibition or restriction with respect to the laws or regulations of certain countries, and You represent and warrant that it shall not target people under the legal drinking age according to such laws or regulations in its Advertising.

(c) EXCEPT FOR THE FOREGOING, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND AND EACH PARTY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES PROVIDED UNDER UNIFORM COMMERCIAL CODE § 2-312 OR ANY SIMILAR STATE STATUTE, RULE, REGULATION, OR PROVISION. THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS DOES NOT APPLY TO THIS AGREEMENT.

7. **Confidentiality:**

(a) Each party agrees that all business, technical and financial information it obtains from the other party is the confidential property of the disclosing party (“Proprietary Information” of the disclosing party). Except as expressly allowed herein, the receiving party will hold in confidence and not use or disclose any Proprietary Information of the disclosing party. The receiving party shall not be obligated under this Section 7 with respect to information the receiving party can document: (i) is or has become readily publicly available without restriction through no fault of the receiving party or its employees or agents; (ii) is disclosed with the prior approval of the disclosing party; (iii) is received without restriction from a third party lawfully in possession of such information; (iv) was rightfully in the possession of the receiving party without restriction prior to its disclosure by the other party; or (v) was independently developed by employees or consultants of the receiving party without access to such Proprietary Information.

(b) All personally identifiable information provided by individual users who are informed that such information is being gathered solely on behalf of Gameloft pursuant to Gameloft’s posted privacy policy is the property of Gameloft, is subject to the Gameloft’s posted privacy policy, and is considered Confidential Information.

8. **Limited Liability:** EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS HEREIN, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY FOR (I) ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THESE GENERAL TERMS AND CONDITIONS; OR (II) ANY COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

9. **Indemnity:**

(a) Gameloft agrees to defend, indemnify, and hold You harmless from any liability, damages, costs and expenses, including reasonable attorneys’ fees, resulting from a claim, settlement or proceeding brought by a third party (“Third-Party Claim”) and relating to: (i) a breach of any material obligation, representation or warranty provided by Gameloft under these General Terms and Conditions; and (ii) Gameloft Content is found by a court of competent jurisdiction to have infringed or misappropriated any third-party intellectual property right. You will promptly notify Gameloft in writing

of any such claim. You shall give Gameloft sole control over the defense and/or settlement of any such claim, except that Gameloft will not agree to any settlement or compromise that would require You to make any payments or bear any obligations unless Gameloft obtains Your prior written approval. You shall give Gameloft reasonable assistance in such defense at Gameloft's expense.

(b) You agree to defend, indemnify, and hold Gameloft harmless from any liability, damages, costs and expenses, including reasonable attorneys' fees, resulting from a Third-Party Claim and relating to: (i) a breach of any material obligation, representation or warranty provided by You under this General Terms and Conditions, including, without limitation, any warranty, representation, or responsibility provided in either of Sections 3 or 6(b) and Schedule 1; (ii) a claim that Your Advertising or related content infringes or misappropriates any third-party intellectual property right; or (iii) a claim you're your Advertising or related content is libelous or defamatory or otherwise violates the rights of any third party, or violates any law, regulations or other judicial or administrative action. Gameloft will promptly notify You in writing of any such claim. Gameloft shall give You sole control over the defense and/or settlement of any such claim, except that You will not agree to any settlement or compromise that would require Gameloft to make any payments or bear any obligations unless You obtain Gameloft's prior written approval. Gameloft shall give You reasonable assistance in such defense at Your expense.

10. **Term and Termination:** This General Terms and Conditions shall continue until terminated by either Party as provided for in these General Terms and Conditions ("Term") provided that the term for any specific piece of Advertising will be governed by the terms of the Insertion Order applicable to that Advertising. Either party may terminate these General Terms and Conditions, including any Insertion Order then in effect, with sixty (60) days written notice to the other party. Either party may terminate these General Terms and Conditions, and all Insertion Orders then in effect, immediately in the event that the other party has materially breached the General Terms and Conditions and fails to cure such breach within fifteen (15) days of receipt of notice by the non-breaching party, setting forth in reasonable detail the nature of the breach. Notwithstanding the foregoing, Gameloft may immediately suspend the placement of Advertising in Gameloft Content, if it has a good faith belief that You are in violation of Paragraphs 3 or 6(b), above. Any and all provisions or obligations contained in this General Terms and Conditions which by their nature or effect are required or intended to be observed or performed after termination of these General Terms and Conditions will survive the expiration or termination of these General Terms and Conditions and remain binding upon and for the benefit of the parties, their successors and permitted assigns.

11. **Notice:** All notices and requests in connection with these General Terms and Conditions shall be deemed given when personally delivered, or three (3) days after being sent by express mails, postage prepaid, certified or registered, return receipt requested.

12. **Miscellaneous:** Each party shall be and act as an independent contractor and not as partner, joint venturer, or agent of the other. These General Terms and Conditions and the rights, obligations and licenses herein, shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, successors, assigns, and personal representatives. Neither party shall assign this General Terms and Conditions in whole or part without the prior written consent of the other party except that either party may assign these General Terms and Conditions in connection with a merger, reorganization or sale of a substantial part of the assets or business to which these General Terms and Conditions relates. Notwithstanding the foregoing, You may not assign these General Terms and Conditions to a direct competitor of Gameloft without Gameloft's prior written consent. These General Terms and Conditions contains the entire understanding of the parties regarding its subject matter and supersedes all other General Terms and Conditions and understandings, whether oral or written. No changes or modifications or waivers are to be made to these General Terms and Conditions unless evidenced in writing and signed for and on behalf of both parties. If any portion of these General Terms

and Conditions is held to be illegal or unenforceable, that portion shall be restated, eliminated or limited to the minimum extent necessary so that these General Terms and Conditions shall reflect as nearly as possible the original intention of the parties and the remainder of these General Terms and Conditions shall remain in full force and effect. These General Terms and Conditions shall be governed by and construed in accordance with the laws of France without regard to the conflicts of laws provisions thereof. Each party hereby submits to the exclusive jurisdiction of the Courts of Paris, for purposes of all legal proceedings arising out of or relating to these General Terms and Conditions and the subject matter hereof. In any action or proceeding to enforce rights under these General Terms and Conditions, the prevailing party will be entitled to recover reasonable costs and reasonable attorneys' fees.

Schedule 1

Specific terms applicable to the use of Gameloft Data

1. DEFINITIONS

- 1.1** “Gameloft Data” means the data already residing, generated, collected or provided by Gameloft to advertisers (such as, but not limited to, users’ device ID (including IDFA), age, non-precise location, gender, IP address), including its publisher data but excluding any Personal Identifiable Information.
- 1.2** “Personal Identifiable Information” means the type of information that specifically identify a user personally such as his/her full name, physical address, email address, telephone number, photograph, precise geolocation information (i.e., specific location), credit card information and, in some cases, usernames.
- 1.3** “Territory” means the territory of the campaign as described in the corresponding Insertion Order.

2. USE OF THE GAMELOFT DATA

- 2.1** Licenses. Subject to compliance with the terms and conditions of this Agreement, Gameloft grants to You a non-exclusive, personal, non-transferable, non-sublicensable right to use the Gameloft Data in the Territory and during the Term both described in the corresponding Insertion order.
- 2.2** Restrictions. Gameloft reserves all rights not expressly granted hereunder.

In particular, You agree and acknowledge that You are not allowed to collect, analyze, use, sell or otherwise disclose Gameloft Data to create or supplement user profiles (e.g adding targetable interests, creating user movement profiles with location data) or to transfer the Gameloft Data to any third party without Gameloft’s prior written approval or to target users in others ad inventories than Gameloft ad inventory.

- 2.3** Ownership. As between You and Gameloft and except for the license explicitly granted in this Agreement, Gameloft holds all right, title and interest in Gameloft Data.

3. USERS PRIVACY

Each Party’s standard agreement with its partners will require such partners to publish and comply with a legally sufficient privacy policy, as well as providing sufficient notice, enhanced notice, and opt-out, that fulfills the requirements of applicable laws.

4. WARRANTIES

You hereby represent and warrant that You will comply with local online behavioral advertising self-regulatory guidelines, as currently existing or as promulgated in the future in the Territory. You shall at all times comply with the Children’s Online Privacy Protection Act (“COPPA”) while performing its obligations of this Agreement. You shall therefore not use or allow use of the Gameloft Data to: (a) placing behavioral targeted ads to users under 13 or in games directed to users under 13; (b) create

profiles of users under 13 or of visitors of games directed to users under 13; or (c) collect Personal Identifiable Information from users under 13 or of visitors in games directed to users under 13.

5. COOPERATION IN PRIVACY PROTECTION ENFORCEMENT

Upon notice of Gameloft of threatened claims from any third party (including, but not limited to consumers, self-regulatory bodies and regulators) regarding Your and/or Gameloft collection, receipt and/or use of the Gameloft Data, each Party will provide to the other Party with any reasonable cooperation, assistance and information that it may require as necessary to enable Gameloft to investigate, answer to and/or resolve the matter.