



## PURCHASE ORDER TERMS AND CONDITIONS

These Purchase Order Terms and Conditions (the "Terms") shall govern Appsflyer's procurement of Goods and/or Services (each as defined below) from Supplier pursuant to a purchase order(s) or other similar ordering document ("PO" and together with the Terms, the "Agreement"). As used herein, "Appsflyer" shall mean the Appsflyer entity specified on the PO and "Supplier" shall mean the party supplying the Goods and/or Services pursuant to the PO (each a "Party" and collectively the "Parties"). The Parties acknowledge and agree that this Agreement comes into effect upon the earlier of (as applicable): (i) Supplier's execution or acknowledgement of the PO; (ii) the shipment of any Goods by Supplier to Appsflyer; (iii) the commencement of any Services by Supplier; or (iv) Appsflyer's payment of the Fees (as defined below) to Supplier (the "Effective Date"), unless the Parties have executed a separate definitive agreement governing the provision of Goods and/or Services by Supplier to Appsflyer in which case the terms and conditions of such agreement shall govern the PO and supersede these Terms. The Parties further agree that any other terms contained or referenced in any other Supplier ordering document, invoice, online terms, "click-wrap", "browse-wrap", or similar document are hereby rejected and shall have no force or effect.

### 1. GOODS AND/OR SERVICES.

1.1. "Goods" shall mean any tangible material, products, equipment, and/or other goods purchased by Appsflyer from Supplier pursuant to a PO. "Services" shall mean any services, software-as-a-service, and/or hosted services (such as hosted services and software-as-a-service collectively referred to herein as "Cloud Services") provided by Supplier to Appsflyer pursuant to a PO. Supplier shall provide the Goods and/or Services to Appsflyer in accordance with the specific terms of the Agreement and in a diligent, timely, faithful, responsible, competent and trustworthy manner and shall exercise due professional care.

1.2. Supplier hereby grants to Appsflyer a right to use the Cloud Services and any part thereof during the Term for the purpose of exercising its rights hereunder. To the extent that, as part of the provision of any Cloud Services, software is provided in order to utilize such Cloud Services, Supplier hereby grants Appsflyer a worldwide, non-exclusive, transferable, royalty-free, non-revocable (except for the termination rights herein) license to access, install or integrate and otherwise use (as applicable) such software for the purpose of exercising its rights hereunder. If any Goods contain software, Supplier hereby grants Appsflyer a worldwide, non-exclusive, sub-licensable, transferable, royalty-free and perpetual license to use the software for the purposes of fully exercising its rights in the Goods.

1.3. Nothing in this Agreement shall be interpreted as: (i) restricting Appsflyer in obtaining or seeking from any other third party goods or services of the same nature as the Goods and/or Services; (ii) preventing or restricting Supplier from supplying goods or services to any other third party provided Supplier does not conflict with any of its obligations hereunder.

1.4. Supplier shall, at all times, comply and ensure that its employees, contractors, directors, officers, affiliates, or agents ("Personnel") comply with all of Appsflyer's relevant standards, policies and procedures applicable to Appsflyer, as amended from time to time and notified to Supplier. These include, without limitation, Appsflyer's Supplier Code of Conduct policy available at <https://www.appsflyer.com/gatedpdfs/pdfs/Appsflyers-Codes-of-Conduct-for-Suppliers.pdf>.

### 2. PAYMENT

3. The total amount payable by Appsflyer to Supplier are set forth in the PO (the "Fees"). Supplier shall submit invoices to Appsflyer at the address specified on the PO upon the Acceptance (as defined below) of the Goods and/or Services. Except as otherwise set forth in a PO, Appsflyer will pay all undisputed Fees within end of month + sixty (60) days of Appsflyer's receipt of the applicable valid invoice issued by Supplier, in U.S. Dollars. Supplier must include the PO Number in all invoices and failure to do so may cause delays in payment, for which Appsflyer will not be responsible and which will not be deemed breach of this Agreement by Appsflyer. Appsflyer shall have the right to set off any amount owing from Supplier to Appsflyer (or its affiliates) against any amount payable by Appsflyer hereunder. If Supplier's quoted prices for the Goods and/or Services covered in the PO are reduced for whatever reason at the time of delivery or performance, Supplier agrees that the Fees will be reduced accordingly and invoiced at such reduced prices. Appsflyer reserves the right, at any time prior to delivery or performance, to: (i) reduce or increase the number of quantities of Goods and/or Services purchased; (ii) postpone or expedite the due date or start date; and/or (iii) request for other changes, without change to the price per unit.

3.1. Except if expressly set forth otherwise in a PO, all Fees are inclusive of all packing, shipping and storage charges and all taxes except sales, use, excise, VAT, or similar sales taxes applicable to the purchase of Goods and/or Services ("Taxes"). Any Taxes to be paid by Appsflyer must be listed as separate line items in the invoice. To the extent Appsflyer is required to withhold any taxes under applicable law it shall pay the Fees less deduction for such withholding taxes which payment shall constitute full settlement of the Fees. Supplier shall not be entitled to any payment other than the Fees or to any reimbursement of any expenses, unless Appsflyer's prior written approval for such expenses was provided.

3.2. Supplier shall maintain complete and accurate records, supporting documentation and other information relating to Supplier's delivery of the Goods and performance of the Services for a period of seven (7) years following termination or expiration of the Agreement, all in accordance with generally acceptable accounting principles ("Records"). Supplier shall provide Appsflyer or its appointed representatives/auditors such Records upon request for the purpose of performing audits and inspections of Supplier in order to verify the accuracy of Fees and invoices and to otherwise inspect Supplier's delivery of Goods and performance of the Services in accordance with the terms hereof. If any audit report identifies overcharges or negative variances relating to Supplier's performance under this PO, Supplier shall: (i) promptly refund the amount of any such overcharge to Appsflyer; (ii) reimburse Appsflyer for all costs related to such audit; and (iii) otherwise promptly take those actions necessary to correct any negative variance.

4. **SLA AND SUPPORT.** Unless expressly agreed otherwise in writing by the Parties, Supplier will provide the Services in accordance with the Service-Level Agreement available at: <https://www.appsflyer.com/gatedpdfs/pdfs/Service-Level-Agreement.pdf>. Upon request, Supplier shall provide reports to Appsflyer describing the performance by Supplier of the Services as compared to the Service Levels described in the SLA. In the event Supplier does not meet a Service Level standard, Supplier shall: (a) owe Appsflyer service credits in accordance with the SLA; and, (b) make best efforts to ensure that any unmet Service Level is subsequently met. Appsflyer shall have, in addition to any other rights and remedies under this Agreement or at law, the right to immediately terminate this Agreement and be entitled to a return of any prepaid Fees where Supplier fails to meet any Service Level to such an extent that Appsflyer's ability to use the Services is materially disrupted, as solely determined by Appsflyer's reasonable discretion.

5. **ACCEPTANCE.** Upon Service Provider's delivery of the Goods and/or completion of the Services, Appsflyer will have a reasonable period to inspect, review and accept the Goods and/or Services. Upon approval, Appsflyer will notify Supplier in writing of its acceptance of the Goods and/or Services ("Acceptance"). If any Goods and/or Services are defective, do not conform to Appsflyer's reasonable expectations or to any specifications, documentation or requirements, are not timely or satisfactorily delivered or completed, or are not provided in accordance with Supplier's representations and warranties herein or warranties implied by law ("Acceptance Criteria"), Appsflyer shall give Supplier written notice thereof and Supplier shall, as applicable: (i) replace or repair the defective Goods, at Appsflyer's sole discretion and at Supplier's cost; or (ii) correct any deficiencies or non-conformity, both on a schedule to be mutually agreed by the Parties. If Supplier fails to replace the Goods or correct the Services, as applicable, Appsflyer shall have a right to immediately terminate the PO and/or the Agreement and Supplier shall refund to Appsflyer any pre-paid Fees. For clarity, receipt of, or payment for, the Goods and/or Services shall not constitute Acceptance. Failure by Appsflyer to notify of Acceptance of the Goods and/or Services shall not be deemed or implied as Appsflyer's Acceptance. Notwithstanding the

foregoing, Appsflyer shall have the right, at any time, to reject or revoke Acceptance of Goods and/or Services that do not comply with the Acceptance Criteria.

6. **ACCESS TO APPSFLYER'S FACILITIES.** In the event Supplier receives access to Appsflyer's facilities or systems (including remote access) or provides the Services onsite, Supplier undertakes: (i) to conform to all of Appsflyer's rules, guidelines and policies at the time, including with respect to health, safety and security; (ii) unless agreed otherwise by the Parties, to furnish all necessary materials, equipment and supplies required to perform the Services; and (iii) not to access or attempt to access any computer system, electronic file, software or other electronic services or system other than those specifically required to perform the Services hereunder and approved by Appsflyer.

7. **DELIVERY TERMS FOR GOODS.** Except as otherwise agreed by the Parties in writing, all delivery of Goods pursuant to the PO, as applicable, are Incoterms 2020 D.A.P. the "Ship To" address provided by Appsflyer and title and risk of loss or damage of all Goods will be transferred to Appsflyer upon delivery to such location and Appsflyer's Acceptance. Each package shall clearly reference the Goods contained within the package and the PO number.

### 8. REPRESENTATIONS AND WARRANTIES

8.1. Supplier represents and warrants that: (i) it has all right, power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) its execution, delivery and performance of this Agreement do not and will not violate the terms of any law, rules, regulation, or court order to which it is subject and do not and will not violate the terms of any agreement to which it is bound; (iii) it has secured and will maintain all permits, licenses, regulatory approvals and registrations required to perform its obligations hereunder; (iv) it is not subject to any pending or threatened litigation or governmental or regulatory action which could interfere with its performance of its obligations hereunder; (v) all Goods and/or Services provided hereunder will conform in all material respects to Supplier's documentation, specifications or requirements; (vi) the Services will be provided in a professional and workmanlike manner, in accordance with industry standards, and Supplier has all necessary skills, training, qualifications and experience to provide the Services; (vii) Supplier will comply with all applicable laws, rules, regulations, ordinances and order; (viii) the Goods and/or Services do not and will not infringe or misappropriate the intellectual property rights, proprietary rights, privacy rights or other rights of any third party; (ix) the Goods and/or Services are and will be free of material defects in workmanship, design and material; (x) Supplier shall not use or exploit any proprietary or confidential information, including any intellectual property, inventions, trade secrets or know how, of any third party ("Third Party Materials"), without the express prior written consent of Appsflyer, to be given on a case by case basis.

8.2. In the event Appsflyer has purchased Goods under the PO, Supplier further represents and warrants that for a period of two (2) years from the Effective Date: (i) the Goods will be of good quality and merchantable; (ii) will be fit for the purposes of use intended by Appsflyer; (iii) will operate in the intended manner and as described in the documentation or specifications. In the event the Services performed by Supplier are Cloud Services or comprise software, Supplier further represents and warrants that: (i) Appsflyer will have all rights necessary in and to the Services and shall be free to use them for any lawful purposes; (iv) it will ensure that no computer viruses, malware, trojan horses, trap doors, back doors, worms, time bombs, cancel bots or similar items are introduced into Appsflyer's network or system by the Services; and (v) Supplier will not incorporate and/or use any software component or code in the Deliverables which is owned by or exclusively licensed to a third party, including under any "open" or "free" or royalty bearing license (e.g. GPL, LGPL, BSD, Apache, etc.) ("Open Source") without the express prior written consent of Appsflyer, to be given on a case by case basis.

### 9. CONFIDENTIALITY AND SECURITY

9.1. Supplier shall keep in absolute confidence and trust (with at least reasonable degree of care) and shall not disclose to any third party for any purpose without Appsflyer's prior written consent any information disclosed to Supplier or to which Supplier has obtained access relating to, in the course of, or in connection with, this Agreement, which is or should reasonably be understood as Appsflyer's confidential, non-public or proprietary information, irrespective of whether or not it is marked as confidential ("Confidential Information"). Supplier shall not use the Confidential Information for any purpose other than to perform its obligations hereunder. The terms and existence of this Agreement are Appsflyer's Confidential Information. Notwithstanding the foregoing, Supplier may disclose Confidential Information to its Personnel on a "need to know" basis solely for the purpose of performing its obligations hereunder, provided such Personnel are bound by substantially the same confidentiality and non-use obligations as stated hereunder. Confidential Information shall not include information which the Supplier can demonstrate: (i) already is in the public domain or later becomes in the public domain through no breach by Supplier of any duty of confidentiality; (ii) the Supplier independently developed without use of, or reference to, Appsflyer's Confidential Information; or (iii) information disclosed by a third party who is not in breach of any obligation of confidentiality. All right, title and interest in and to the Confidential Information, all intellectual property rights therein, and any copies thereof are and shall remain the sole property of Appsflyer. No licenses or rights are granted to Supplier to any Confidential Information, except as expressly stated hereunder. The obligations of confidentiality and non-use hereunder shall survive for as long as such information remains Confidential Information.

9.2. Supplier shall protect Confidential Information by: (i) using and maintaining the highest industry standard administrative, technical and physical safeguards consistent with all applicable laws to protect against anticipated threats or hazards to, or the unauthorized access, disclosure or use of, Confidential Information, and in no event shall such measures be less restrictive than those Supplier employs to safeguard its most confidential information; (ii) complying with any applicable information security standards and requirements provided by Appsflyer; and (iii) implementing and maintaining commercially reasonable and current security measures, procedures, policies, controls and practices, as further details in Appsflyer's Security Policy for Suppliers available at <https://www.appsflyer.com/gatedpdfs/pdfs/Supplier-Security-Policy.pdf> (collectively, "Security Measures"). Appsflyer shall have the right to review and audit Supplier's compliance with the Security Measures and Supplier shall cooperate with Appsflyer in such audit as reasonably requested. Supplier shall implement any required safeguards as identified by Appsflyer or by any such audit. Without limiting any right or remedy available to Appsflyer, Appsflyer reserves the right, at its sole election, to immediately terminate this Agreement or any PO without limitation and without liability if Appsflyer reasonably determines that Supplier has failed to meet its obligations under this Section 8.

### 10. PRIVACY AND DATA PROTECTION

10.1. For purposes of this Agreement, Appsflyer's data shall include all data collected, used, processed, stored, or generated as the result of Appsflyer's use of the Services, including without limitation any content from emails received and/or scanned by the Services ("Appsflyer's Data").

AppsFlyer's Data is and shall remain the sole and exclusive property of AppsFlyer. AppsFlyer's Data is deemed AppsFlyer's Confidential Information. Supplier is hereby granted a non-exclusive, non-transferable, non-sublicensable, limited, royalty-free license to use AppsFlyer's Data solely and exclusively if and to the extent required to provide the Goods and/or Services. Supplier shall, within one (1) business day of AppsFlyer's request, provide AppsFlyer, without charge and without any conditions whatsoever (including but not limited to the payment of any fees due to Supplier), an extract of AppsFlyer's Data in the format specified by AppsFlyer.

10.2. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of AppsFlyer's Data or the Supplier's physical, technical, administrative, or organizational safeguards to protect AppsFlyer's Data, Supplier shall, as applicable: (a) notify AppsFlyer as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with AppsFlyer in investigating the occurrence, notifying affected individuals, making available all relevant records, logs, files, data reporting, and other materials, and taking all other actions required to comply with applicable law or as otherwise required by AppsFlyer, at no charge to AppsFlyer.

10.3. If Supplier processes any Personal Data in connection with the provision of the Goods and/or Services, Supplier hereby agrees to use and process Personal Data: (i) solely as required to provide the Goods and/or Services hereunder, on behalf of AppsFlyer, and solely pursuant to the terms set forth in the Agreement; (ii) in compliance with applicable laws; and (iii) in accordance with the terms of the Data Processing Addendum available at: <https://www.appsflyer.com/gatedpdfs/pdfs/Data-Protection-Addendum.pdf>, which are hereby incorporated into this Agreement by reference. Furthermore, Supplier shall: (i) not sell, rent, disclose, release, transfer, make available or otherwise communicate Personal Data to a third party in exchange for any monetary or other valuable consideration; and (ii) assist AppsFlyer to fulfill AppsFlyer's obligations under any applicable data protection laws and to respond to requests from data subjects exercising their rights under such data protection laws (e.g. deletion, access). For purposes of this Agreement, "Personal Data" shall have the same meaning as the term "Personal Data," "personally identifiable information (PII)," "Personal Information," or the equivalent under applicable data protection laws or any information that is related to an identified or identifiable individual.

#### 11. OWNERSHIP AND INTELLECTUAL PROPERTY.

11.1. Upon delivery of any Goods in accordance with Section 6 (Delivery Terms for Goods), AppsFlyer shall have sole and exclusive ownership of the Goods, free from all liens, claims, security interests, or encumbrances. Where Services are provided under the PO, except for any software, technology, materials, and other intellectual property underlying the Services and belonging to the Supplier prior to and independently of this Agreement ("Pre-Existing Materials"), any and all deliverables, materials, reports, work products, inventions or other intellectual property produced, developed or otherwise created by Supplier or its employees in connection with the provision of the Services ("Deliverables") are deemed "work made for hire" and Supplier hereby assigns all right, title, and interest in and to such Deliverables. Supplier undertakes to take all necessary actions to assist AppsFlyer in securing its rights in and to the Deliverables. Supplier shall not integrate any Pre-Existing Materials into the Deliverables without AppsFlyer's prior written consent. With respect to any Pre Existing Materials contained within the Deliverables, AppsFlyer is hereby granted and shall have a non-exclusive, transferable, royalty-free, irrevocable, perpetual, worldwide license to use, distribute, adapt, perform, copy, transmit, display, translate, transform, create derivative works of, and otherwise use, the Pre-Existing Materials for any purpose.

11.2. Supplier shall not use any AppsFlyer trade name, trademark, logos or service mark, in any manner whatsoever, without AppsFlyer's prior written consent. Supplier will not disclose or reference the relationship between AppsFlyer and Supplier in any way, without AppsFlyer's prior written approval. Supplier will not make any public statements or press releases or publications (including any marketing, advertising, or other promotional materials) referencing AppsFlyer, without AppsFlyer's prior written approval.

#### 12. TERM AND TERMINATION

12.1. This Agreement shall come into force upon the Effective Date and shall be in effect until the earlier of: (i) termination of this Agreement pursuant to the terms herein; or (ii) delivery of the Goods or completion of the Services (the "Term"). A PO shall commence and end on the dates specified on the PO. Notwithstanding the above, and unless expressly stated otherwise in a PO, this Agreement or any PO (or part thereof) may be terminated by AppsFlyer: (i) in the event of provision of Services by the Supplier, at any time upon notice to Supplier; and/or (ii) in the event of purchase of Goods from the Supplier, at any time before delivery of the Goods to AppsFlyer. In such an event, AppsFlyer's sole liability shall be to pay for Goods and Services Accepted and properly rendered as of the date of such termination (on a pro-rated basis).

12.2. Either Party may terminate this Agreement or any PO (or part thereof) immediately by giving the other Party written notice of termination if: (a) the other Party commits a material breach of or default under this Agreement that is not cured within seven (7) days of notice, (b) any proceeding, plan or other action for the bankruptcy, rearrangement, reorganization, insolvency, dissolution or liquidation of the other Party is filed, adopted, commenced or threatened; (c) the other Party or its Personnel engages in willful misconduct, acts in bad faith or commits a criminal offense. For clarity, AppsFlyer's Acceptance of Goods or Service after the occurrence of any of the above events shall not affect AppsFlyer's right to terminate the Agreement or PO in accordance with the terms hereof. In the event of termination by AppsFlyer pursuant to this Section 12.2, Supplier shall: (i) refund to AppsFlyer any and all prepaid Fees for Services not yet rendered and for Goods not yet delivered to, and Accepted by, AppsFlyer; (ii) be liable for any Claims and Losses (as defined below) incurred by AppsFlyer arising out of such default.

12.3. Upon any termination or expiration of the Agreement or any PO and in any event upon AppsFlyer's request: (i) Supplier will return to AppsFlyer or destroy (and certify such destruction) all AppsFlyer's Confidential Information and AppsFlyer's Data; (ii) Supplier will immediately deliver to AppsFlyer all Deliverables; (iii) AppsFlyer will not be obligated to pay Supplier for any Goods and/or Services not Accepted; and (iv) the Parties' respective rights and obligations under Sections 2.3, 7, 8, 9, 10, 11.2, 11.3, 12-17 will survive as well as any rights or obligations which by their nature are intended to survive expiration or termination of this Agreement.

#### 13. INDEMNIFICATION AND LIMITATIONS ON LIABILITY

13.1. Supplier shall indemnify and hold harmless AppsFlyer, its officers, directors, affiliates, agents, employees, successors and assigns (each, an "Indemnitee") against all claims, liabilities, demands, suits, fines, or judgments (each, a "Claim," and collectively, the "Claims"), including reasonable attorneys' fees, costs, expenses, losses or damages incidental thereto ("Losses"), which may be suffered or incurred by or accrued against any Indemnitee, by reason of any Claim arising out of or relating to: (i) death or bodily injury to any person or destruction or damage to property caused by the Supplier or its Personnel; (ii) Supplier's or its Personnel's breach of any representation, warranty or obligation hereunder; (iii) any act, error or omission, negligence, or misconduct of Supplier or its Personnel during the

performance of this Agreement; (iv) an employer - employee relationship existing or existed between an Indemnitee and Supplier and/or any of its Personnel or that the Parties relationship is not that of independent contractors; (v) any Goods, Services and/or Deliverable, or any part thereof, infringes upon or misappropriates any intellectual property right or violates rights of privacy, any common law rights or any other rights of any person or entity; and (vi) a security incident causing any of AppsFlyer's Data to be disclosed or used in a manner not authorized under this Agreement.

13.2. In the event of an infringement Claim in accordance with Section 12.1(v) above, in addition to any rights or remedies available to AppsFlyer by law or contract or in equity, Supplier shall, at its sole cost and expense, either: (a) substitute the infringing Goods, Services and/or Deliverables with non-infringing Goods and/or Services; (b) modify the Goods, Services and/or Deliverables so that they no longer infringe but remain fully equivalent in functionality; (c) procure for AppsFlyer the right to continue using the Goods, Services and/or Deliverables without infringement; or (d) if none of the foregoing is possible, terminate the Agreement and/or PO with respect to the infringing Goods, Services and/or Deliverables and refund all pre-paid amounts relating to the infringing Goods and/or Services.

13.3. Supplier shall notify AppsFlyer of any Claim subject to indemnification hereunder and Supplier shall have sole control of the defense and of all negotiations for settlement of a Claim; provided, however, that: (a) Supplier shall not make any settlement or compromise without AppsFlyer's prior written consent; and (b) AppsFlyer may defend or respond to a Claim, at Supplier's expense, if AppsFlyer determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against an Indemnitee.

13.4. APPSFLYER WILL NOT BE LIABLE TO SUPPLIER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (EVEN IF APPSFLYER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING FROM BREACH OF THE AGREEMENT, OR ARISING FROM ANY PROVISION OF THE AGREEMENT AND IN ANY EVENT, APPSFLYER'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY APPSFLYER TO SUPPLIER FOR GOODS AND/OR SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

14. **INSURANCE.** Supplier shall, at its own expense, obtain and maintain during the Term and for one (1) year thereafter, insurance coverage consistent with industry standards from a reputable insurance company appropriate to its business, including, without limitation, employer's liability, general liability, product liability and professional liability with cyber extension (\$3,000,000 per occurrence, and in the aggregate) covering all of its activities, Services, Goods and Deliverables under this Agreement. Supplier shall cause the liability it assumed under this Agreement to be specifically insured under the contractual liability section of the liability insurance policies. The liability policy shall be primary without right of contribution from any insurance by AppsFlyer. AppsFlyer shall be added as an additional insured under such insurances. Supplier shall provide evidence of such insurance at AppsFlyer's request.

15. **ANTI-CORRUPTION AND ANTI-BRIBERY.** Neither Supplier nor any of its Personnel has or will improperly provide (or offer to provide), directly or indirectly, anything of value to anyone, including government officials to obtain or retain business, to obtain a commercial advantage, or to receive favored treatment, anywhere in the world and shall comply with all applicable anti-corruption laws and anti-bribery laws. Supplier shall immediately notify AppsFlyer in writing of any suspected or known breach of the obligations under this Section 14. Before execution of this Agreement and at any time during the Term, AppsFlyer may carry out due diligence on Supplier's business to confirm compliance with the obligations set forth in this Section 14.

16. **AUDIT.** Without derogating from any other audit right hereunder, AppsFlyer will have the right to audit and inspect ("Audit") the records and facilities of Supplier and its Personnel used in performance of this Agreement if reasonably necessary to determine Supplier's compliance with this Agreement. Supplier will provide AppsFlyer or its representative conducting the Audit with reasonable assistance. AppsFlyer shall provide Supplier with reasonable prior notice of such Audit, which shall be conducted during normal business hours.

17. **RELATIONSHIP OF THE PARTIES.** Supplier expressly acknowledges that Supplier is an independent contractor, and nothing herein shall be interpreted or construed to create an employment relationship, association, agency, joint venture or partnership between the Parties or to impose any liability attributable from such a relationship upon any Party. Supplier (and not AppsFlyer) is responsible for any payroll-related taxes, social benefits, or other benefits and compensation of its Personnel related to the performance of Supplier's obligations hereunder, in accordance with applicable law, including, but not limited to withholding or other taxes related to income tax, social security benefits or unemployment compensation.

18. **MISCELLANEOUS.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes any other arrangement, understanding or agreement, verbal or otherwise. If any of the provisions of this Agreement is held invalid, such provisions shall be severed and the remainder of the Agreement shall remain in force. This Agreement may be amended, in whole or in part, only by an instrument in writing signed by both Parties hereto. The failure of a Party to insist upon or enforce strict performance of any provision of this Agreement or to exercise any of its rights or remedies under this Agreement will not be interpreted as a waiver of such Party's rights to assert or rely on any such provision, right or remedy in that or any other instance and all waivers shall be in writing. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service, email or by certified mail, return receipt requested, postage prepaid to the addresses appearing in the PO. Notice given by personal service shall be deemed effective on the date it is delivered to the addressee, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee. Unless expressly agreed otherwise in a PO, the Services and/or Goods are provided for the benefit of AppsFlyer and its affiliates. Supplier shall not enter into any subcontracts for the performance of the Services or assign or transfer any of its rights or obligations under this Agreement, without AppsFlyer's prior written consent and any attempt to do so shall be void. AppsFlyer may assign or transfer this Agreement freely. This Agreement shall be governed by the laws of the State of New York, USA (excluding its conflict of law principles) and the competent courts of New York City, New York, USA shall have exclusive jurisdiction over any disputes arising hereunder, except in the event the Goods and/or Services are provided in the State of Israel and AppsFlyer Ltd. is AppsFlyer's contracting party, in which case this Agreement shall be governed by the laws of the State of Israel (excluding its conflict of law principles) and the competent courts of Tel-Aviv, Israel shall have exclusive jurisdiction over any disputes arising hereunder. Notwithstanding the foregoing, Supplier acknowledges that breach of certain obligations hereunder will result in irreparable and continuing damage to AppsFlyer for which there will be no adequate remedy at law. As such, AppsFlyer will be entitled to seek for injunctive relief, specific performance and other equitable relief without proof of damages or inadequate remedies at law and without any requirement for the posting of a bond or other security in any competent court of jurisdiction. Except where otherwise expressly specified, the rights and remedies granted to a Party under this Agreement are cumulative and in addition to, not in lieu of, any other rights or remedies available to such Party at law, by contract or in equity. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all such counterparts shall constitute one and the same instrument.