TERMS OF SERVICE

Cavai AS
Trading as Cavai

CONTENTS

CAVAI AS – TERMS OF SERVICE

Between (and/or)

Cavai AS (organisation number 920 147 763) registered office is located at Radhusgata 17, 0158 Oslo, Norway **(*Provider)**

Contact person: Ed Preedy

and

Company:	Company's contact person:
Organisation number:	Phone:
Address:	Email
Invoice address/details:	Order reference:
Service: Cavai Cloud logins	

The following terms and conditions apply to the use of Cavai Cloud, as described in section 1. Upon acceptance of these terms and conditions, a legally binding agreement ("Agreement") is entered into between the Provider and the entity ordering access to the Service ("Company"). The Agreement shall remain effective for the agreed upon Term or until terminated as described below.

This agreement has been concluded and signed in two originals, one for each party.

Date: _____

Location: _____

For Company: For Provider:

Name: _____   Name: _____

Signature: _____   Signature: _____

1) DESCRIPTION OF THE SERVICE AND TERM

The Agreement allows the Company to provide the Provider's service, as specified in Appendix 1 and Appendix 2 ("Service"), to Company's customers ("Customer") during the Service Term and within the Agreed Markets in accordance with section 2.

The Term of this Agreement is from signature date and until the end of Service Term. The Service Term of this Agreement is as specified in Appendix 1. Service Term means the term that the Services will be available for Company.

The Agreement is renewed automatically for new periods of same duration, unless terminated by one of the parties by written notification within one month before the Term is automatically renewed. Upon termination of this Agreement, Company may continue to provide the Service to its Customers under existing agreements for up to six months after termination or until the corresponding agreement between Company and Customer is terminated, whichever comes first.

The Service is a standardized service. The Company therefore acknowledges that Provider may make commercially reasonable changes to the Service.

The Provider is entitled to amend the terms and conditions of this Agreement and its appendices, including the product specification in Appendix 2, in order to reflect any changes to the Service. Company will be deemed to have accepted such changes by its continued use of the Service.

The parties agree and acknowledge that Company may request to order additional services (e.g., managed services) from Provider. To the extent Company submits a request by email to Provider and Provider confirms the request by email, a mutually binding agreement shall be considered to have been concluded. Such agreement shall be subject to the specific terms of Provider's written confirmation and the provisions of this Agreement.

2) AGREED MARKETS

Company is entitled to market, offer and sell the Service solely to Customer's located, and has the main part of its relevant business, within the geographical area specified in Appendix 1 ("Agreed Markets"). This includes the right for Customer to utilize the Service towards its affiliates, meaning any entity which is controlled by Customer.

3) PAYMENT AND CONDITIONS

The Company shall pay the agreed Service Fee in accordance with the terms specified in Appendix 1.

Payment shall be made no later than 30 days after receipt of an invoice from the Provider. Failure to submit payment within 30 days entitles the Provider to claim interest on any overdue amount in accordance with the Late Payment interest Act. All prices in the Agreement are excluded VAT.

The Company is not entitled to set off the subscription fee against any claim the Company has towards the Provider.

4) USER ADMINISTRATION

The Provider will provide Company access to the Service and reporting interface, which enables Company to implement Customers in the Service, and assign users with different roles with individual username and password, which shall not be shared with others.

5) ROUTINES FOR PLANNED MAINTENANCE

Certain types of Service maintenance may imply a stop or reduction in availability of the Service. The Provider does not warrant any particular level of Service availability but will provide its best effort to limit the impact of any planned maintenance on the availability of the Service.

Provider shall within reasonable time notify the Company of any planned maintenance that may affect Service availability.

6) USE OF THE SERVICE

The Company undertakes that it and its Customers will use the Service in accordance with applicable law and regulations and in accordance with the requirements in the Agreement. The Company is responsible for the material and information that the Company and its Customers produce by using the Service.

7) COMPANY AGREEMENT WITH CUSTOMER

Company shall in its agreement with Customer incorporate regulations where Customer waives all possible rights to raise a claim directly to Provider. In case Customer forwards a claim to Provider, the Provider will notify Company and Company will indemnify Provider from any and all costs and liability incurred in connection with such claim.

8) INTELLECTUAL PROPERTY RIGHTS

The Provider retains all rights to all elements of the Service. The Company does not receive any license or usage rights to the Service beyond what is explicitly stated in this Agreement.

9) TRANSFER OF RIGHTS

The Provider is entitled to transfer its rights and obligation pursuant to this Agreement to a third party as part of a merger or acquisition process, or as a result of other organizational changes. The Company's transfer of any rights and obligations shall be subject to the Provider's written authorization.

10) MARKETING

The Provider may refer to the Company's use and its Customer's use of the Service in Provider's marketing activities. This includes use of Company's company name and logo on Providers website, in presentations and in other marketing materials.

11) FORCE MAJEURE

If the fulfillment of the Agreement in whole or partly is prevented or to a major degree made difficult by circumstances that are outside the parties' control, the parties' obligations shall be suspended to the extent the circumstances are relevant, and then for so long time as the circumstances last. Such circumstances include, but are not limited to, strike, lock-out, a force majeure situation impacting a sub-processors and sub-contractors and any other circumstance that according to the Finnish law is considered force majeure. Each party is entitled to terminate the Agreement with one month's written notice, if the force majeure situation makes it particularly burdensome for such party to maintain the Agreement.

12) LIABILITY FOR ERRORS

There is an error if a material function in the Service is unavailable or does not work as specified in Appendix 2 and this is caused by circumstances which are the responsibility of the Provider. The

Company acknowledges that errors might occur from time to time and the Company waives any right to claim for compensation as a result of errors in the Service.

When an error occurs, the Company shall notify the Provider of the error and provide a description of the error situation. The Provider shall use reasonable commercial effort to correct the error within reasonable time. If requested by the Provider, the Company shall provide necessary assistance in order to reproduce/identify the error situation.

13) BREACH OF AGREEMENT

There is a breach of the Agreement if one of the parties does not meet their obligations as defined in the Agreement. To the extent Provider attempts to repair the relevant errors in the Service within reasonable time, the following shall not be deemed as breach of Provider's obligations:

- the Service is inaccessible;
- the functionality of the Services is reduced; or
- the response time of the Service is increased.

14) SUSPENSION OF THE SERVICE AND ASSISTANCE

The Provider is entitled to suspend the Company's use of the Service if due payment has not been submitted within 15 days after due date. The Provider shall provide at least five days prior written notification before any suspension of the Service is implemented. The Provider may also suspend any other assistance pursuant to the Agreement or other agreement until such payment has been done.

The Provider can with immediate effect close or suspend access to the Service if the Company, any of its Customer's or any of Customer's users abuse the Service, use the Service outside of its intended purpose or if the Company otherwise is in material breach of its obligations pursuant to this Agreement.

15) LIABILITY

Each party is entitled to claim damages for direct documented loss that the Company suffers as a result of the Provider's breach of the Agreement, pursuant to section 13. The Provider is not liable for indirect or consequential losses such as lost profit, investments or other expenses, losses caused by delayed start or disruption of production, deprivation or losses caused by lost data, third party claims or governmental fines.

The maximum accumulated damages during a 12 month period prior to the date of breach shall under all circumstances be limited to an amount equal to fees paid for 3 months, calculated in average over the last 12 months. This limitation also applies for recourse claims under GDPR article 82 (5). These limitations shall not apply if the Provider or someone who the Provider is responsible for has acted with gross negligence or intent, to the extent such limitations are enforceable under applicable law. Provider has the right to, in its sole discretion, compensate Company for incurred liability by providing services for an amount equal to any settled damages.

16) TERMINATION

If the Company materially breaches its obligations pursuant to this Agreement, the Provider may terminate the Agreement for breach with immediate effect, including the Company's access to the Service.

17) THIRD PARTY SERVICES

To the extent the Service facilitates access to services provided by a third party, the Company shall comply with the terms governing such third party services. The Provider shall not be held liable for any errors, omissions, inaccuracies, etc. related to such third party services.

18) EXPORT COMPLIANCE

Company warrants that it is knowledgeable of, and is and will remain in full compliance with, all applicable export and import laws, regulations, orders, policies and act fully in accordance with these.

19) TAXES

The agreed prices are exclusive of all direct and indirect taxes, charges, fees and duties, including but not limited to any customs duties or withholding tax, imposed on the Service or any other deliverable from the Provider. Company will bear any tax costs, including, notably, any applicable local withholding taxes.

If payment is subject to local withholding tax or similar, Company will, at its own initiative, add such tax to the payments to the Provider and subsequently deliver to the Provider the corresponding receipt from the appropriate government authority evidencing payment of such withholding taxes, allowing the Provider to apply for the corresponding tax refund.

20) CONFIDENTIALITY

Both parties agree to keep the terms and conditions of the Agreement confidential and not to inform any third party about its content unless required to do so by law or regulation or if mutually agreed upon in writing by the parties.

The parties are bound by the non-disclosure agreement attached as appendix 3.

21) DISPUTE RESOLUTION

The Agreement shall be subject to Norwegian law and Norwegian courts' exclusive jurisdiction. The parties agree on Oslo city court as their legal venue.

APPENDIX 1 – FEE AND TERMS

Type of Service Agreed [SELECT OPTION(S) BELOW]	
1 2 3 4 5 6	1) **SELF SERVE -** Company creates, builds, deploys and reports on the Cavai Cloud. 2) **CREATIVE MANAGED SERVICES -** Provider creates, builds, deploys and reports on the Cavai Cloud on behalf of the Company. 3) **CREATIVE MANAGED SERVICES PLUS MEDIA CURATION -** Provider creates, builds, deploys and reports on the Cavai Cloud on behalf of the Company. In addition Provider curates media by way of Deal ID. 4) **FULL MANAGED SERVICES -** Provider creates, builds, deploys and reports on the Cavai Cloud on behalf of the Company. In addition Provider buys, delivers, optimises and reports on media placements by way of third party arrangements with Publishers, DSPs and Ad Servers, on behalf of the Company. 5) **CLOUD INTEGRATION -** Company allows and manages it's clients access to create, build, deploy and report on the Cavai Cloud via an integrated userface. 6) **REPORTING ACCESS ONLY -** Provider provides the Company view only access to the Cavai Cloud.

Charging Model:	Agreed Markets or Regions:
Billing Contact: **Billing Email Address:**	**Service Term:** Ongoing

Appendix 2 – Product Specification

Cavai Cloud Product Specification

This specification describes Cavai Cloud. Cavai Cloud is a SaaS platform, which is served through the internet and it's features are subject to change from time to time. Some new features may include an additional cost.

Executive Summary

Cavai Cloud is an advertising platform that enables major advertisers, publishers, and brands to engage with interested internet users through the creation of conversational and other advertising. In its current iteration, the platform includes a conversational creation suite via a visual UI, the ability to build Ads with conversations, shoppable ads, video ads and other features and a partial reporting suite/3rd party analytics support.

Cavai Ads are deployable via a client DSP or adserving platform. The reporting suite may have a one-way (sending) integration with the client's 3rd party reporting platform, for the purpose of analytics and verification.

Once a Cavai ad is confirmed by the client, a JavaScript tag is generated. The purpose of the tag is to (i) deploy and render the ad at the point of impression (ii) track any relevant analytics (iii) deploy 3rd party analytics. This JavaScript tag can be trafficked in the same way as standard banner ads and other creatives - through ad platforms such as a common DSP, with the primary difference being that the asset is hosted on Cavai servers.

Cavai Cloud Chatbot Creation Suite

Product Description
Cavai Cloud Ad Creation Suite is a web-based advertising application designed for use by Publishers, Ad Agencies/Ad Tech companies and Brand organisations. The application provides a visual user interface through which clients can construct conversational and other ad units.

The Creation Suite has four main features

1. Visual Interface for construction of conversational ad units as defined by Cavai (see 'Conversational Unit')

2. Generation of JavaScript ad tags for the purposes of deployment and rendering of the above conversational units

3. Implementation of compatible 3rd party ad tracking

4. Provision of campaign and analytics metrics

Cavai Cloud Conversational Unit

Product Description
Cavai provides two unit types to be created via Cavai Cloud.

Conversational Banner Ads are decision tree powered, text based interactive advertising units. They are constructed via the Chatbot Creation Suite and deployable via the client's programmatic pipelines into IAB banner inventory.

Conversational Custom Ads are decision tree powered, text based interactive advertising units. They are constructed via the Cavai Cloud Platform and deployable via the client's programmatic pipelines into non-IAB sticky positions to the bottom left or right corners of the page.

Cavai Cloud Reporting

Product Description
Cavai Cloud provides a reporting suite where clients can view and download our internal (not 3rd party) metrics collected via the event management script deployed during the ad rendering process.

It provides a two level reporting structure: Conversational level and Session level analytics.

Chatbot Level Analytics
Impressions - represents the overall number of times a specific conversational ad was loaded. This value is an interaction level metric.

First click (engagement) -represents the overall number of times the conversational ad was clicked for the first time (engaged with by the user).

Completion rate (goals hit) -represents the overall number of times a user has reached the end of the conversational ad dialogue (there is nowhere else to go in logic) or has reached a specified goal node

Link clicks (clickthrough) - represents the overall number of times a user has clicked a link leaving the page/conversational ad

Session Level Analytics
Event ID - (consist of 5 group of numbers, that separate with "-": 1 - company id; 2 - campaign id; 3 - interaction id; 4 - chatbot id; 5 - connection id. As a sample: 139-185-274-834-1)

Domain - the domain URL on which the session occurred

Page - the page URL on which the session occurred

Interaction Time - the length of the interaction in minutes and seconds

Actions (count) - the number of actions taken during the session, where an action is defined as a click, text response, or user directed movement from one node to another

Completions - the number of users who reached a predefined goal and/or the end of the decision tree for the chatbot

Clickthrough - number of clicks on client uploaded clickthrough links

Clickthrough CTA - the Call To Action text for the clickthrough links interacted with by the user

W H E R E A S:

(A) This Non-Disclosure Agreement shall apply to information exchange in connection with the Agreement (both prior to and after the Agreement is signed) as well as regarding all services and related work provided by the Provider, and which is covered by the Agreement ("Purpose").

(B) The parties wish to exchange information relating to the Purpose which may be of a proprietary or confidential nature.

IN CONSIDERATION of the mutual obligations in this Non-Disclosure Agreement the parties agree as follows:

1.   In this Non-Disclosure Agreement the following terms shall have the following meanings:

"**Confidential Information**"	any and all information which is confidential in nature: in whatever form, whether disclosed orally or in writing and whether human readable, machine readable or in any other form including, without limitations, all trade secrets, know-how, algorithms, methodologies, specifications, technical literature/data, existing or contemplated products, services, designs, technology, processes, engineering, techniques, concepts, information of a commercial, financial, cost, pricing or marketing nature such as marketing/business plans, commercial strategies and any customer data and any other material made available by the Disclosing Party to the Receiving Party or gained by the visit by the Receiving Party to any premises of the Disclosing Party whether before or after the Agreement (and this Non-Disclosure Agreement) is entered into (and any information derived from such information);
"**Group**"	a party and any other entities where such party or its ultimate parent company directly or indirectly controls, i.e. has an ability to direct the affairs, whether by virtue of the ownership of shares, contract or otherwise;
"**Disclosing Party**"	a party to this Non-Disclosure Agreement, the Confidential Information of which is made available to or gained by the Receiving Party;
"**Intellectual Property Rights**"	copyright and other intellectual property rights in whatever material or media whether or not registered including, without limitation, database and compilation rights, patents, trademarks, service marks, trade names, registered designs and other design rights, rights in animation and moving images, computer software rights, topography rights, rights in know-how, all other industrial commercial or property rights and any applications for the protection or registration of those rights

and all renewals and extensions existing in any jurisdiction; and

"**Receiving Party**"   a party to this Non-Disclosure Agreement which receives or obtains Confidential Information from the Disclosing Party.

2.   The Receiving Party undertakes:

    2.1   to hold in confidence any Confidential Information;

    2.2   to not use the Confidential Information otherwise than for the Purpose;

    2.3   to disclose the Confidential Information only to its or any other Group company's employees, officers and advisers on a "need to know" basis and provided that such employees, officers and advisers are already subject to an express duty of confidentiality;

    2.4   not to disclose the Confidential Information except as specified herein or with the prior written consent of the Disclosing Party;

    2.5   to inform the Disclosing Party immediately if the Receiving Party becomes aware that Confidential Information has been disclosed to an unauthorised third party.

    2.6   to make copies of (or if not in writing reduce to permanent form) the Confidential Information only for the Purpose; and

    2.7   to return to the Disclosing Party on demand, and in any event on termination of this Non-Disclosure Agreement, all Confidential Information which is in physical or electronic form and to destroy all copies made by the Receiving Party.

3.   The provisions of Section 2 shall not apply to Confidential Information which:

    3.1   is or becomes generally available other than as a result of an unauthorised disclosure by the Receiving Party or any of its Group companies, or any of their representatives or advisers (as can be demonstrated by the Receiving Party's written records or other reasonable evidence);

    3.2   was lawfully in the Receiving Party's or any of its Group companies', or any of their representatives or advisers' possession prior to disclosure under this Non-Disclosure Agreement (as can be demonstrated by the Receiving Party's written records or other reasonable evidence) free of any restriction as to its use or disclosure;

    3.3   following disclosure under this Non-Disclosure Agreement, becomes available to the Receiving Party (as can be demonstrated by the Receiving Party's written records or other reasonable evidence) from a source other than the Disclosing Party, which source is not bound by any obligation of confidentiality to the Disclosing Party in relation to such information; or

    3.4   is required to be disclosed or stored pursuant to mandatory governmental or legal requirements or stock exchange rules applicable to a party or its Group.

4. The Receiving Party shall permit the Disclosing Party and the internal auditors of the Disclosing Party to audit the Receiving Party's compliance with the requirements of the Non-Disclosure Agreement. The Disclosing Party normally may perform only one audit per calendar year per Non-Disclosure Agreement. All such audits shall be performed subject to a

reasonable notice, during the Receiving Party's regular business hours and shall not interfere with the Receiving Party's normal business activities. The Disclosing Party shall comply with the Receiving Party's security, confidentiality and other applicable policies in connection with all such audits.

5. The Disclosing Party shall carry the costs associated with its own participation in the implementation of the audit, as well as the costs associated with its own auditors, unless the audit uncovers non-compliance with the provisions of this Non-Disclosure Agreement. In the latter case, such costs shall be paid by the Receiving Party.

6. The Receiving Party may return Confidential Information, or any part thereof, to the Disclosing Party at any time.

7. Intellectual Property Rights which exist in or are created in the Confidential Information shall belong to and shall be retained by the Disclosing Party. Nothing in this Non-Disclosure Agreement shall prevent the Disclosing Party from using, developing or disclosing the Confidential Information belonging to the Disclosing Party to other third parties.

8. This Non-Disclosure Agreement shall not be construed as granting the Receiving Party any license or other rights in respect of the Confidential Information.

9. Without prejudice to any other rights or remedies which either party may have, each party acknowledges and agrees that damages would not be an adequate remedy for any breach by either party of the provisions of this Non-Disclosure Agreement and each party shall be entitled to the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the other party or any other relevant person and no proof of special damages shall be necessary for the enforcement by either party of the rights under this Non-Disclosure Agreement.

10. The Receiving Party shall be liable to the Disclosing Party for all costs and liabilities arising in connection with any breach or alleged breach by the Receiving Party or any member of its Group of its or their obligations under this Non-Disclosure Agreement. Nothing contained herein shall be construed as prohibiting the Disclosing Party from pursuing any other remedies available to it for such breach or any threatened breach, including specific performance and the recovery of monetary damages.

11. This Non-Disclosure Agreement shall terminate together with the Agreement. The Receiving Party´s obligations under this Non-Disclosure Agreement shall survive termination of this Non-Disclosure Agreement between the parties and shall remain binding upon the Receiving Party indefinitely. Upon the termination of this Non-Disclosure Agreement, all Confidential Information, whether in an electronic or other format, and irrespective of the medium, shall be handed back or deleted or destroyed in a proper manner in accordance with Section 2.7. The parties may request confirmation from an independent auditor stating that this has been done.

12. The obligations set out in this Non-Disclosure Agreement shall continue in full force and effect notwithstanding the return or destruction of Confidential Information and any copies thereof.

13. This Non-Disclosure Agreement constitutes the entire understanding between the parties and supersedes all prior communications (whether written or oral) between the parties with respect to or in connection with any of the matters or things to which this Non-Disclosure Agreement applies.

APPENDIX 4 – DATA PROCESSING AGREEMENT

1) INTRODUCTION

The terms "personal data", "processing", "controller", "processor", "data subject" etc. used herein shall have the meaning assigned to them in applicable European data privacy legislation. Processing of personal data pursuant to this Agreement is subject to applicable statutory data privacy regulation, including EU regulation 2016/679 ("GDPR") from its effective date.

This data processing agreement shall govern the Provider's processing of personal data as processor on behalf of the Company as controller.

2) COMPANY'S OBLIGATIONS

The Company agrees and warrants that:

i)   The Company has the right to submit the personal data to the Provider for processing in the Service, and that the Company is responsible for the accuracy, integrity, content and legality of the personal data, including transfers and instructions;

ii)   That the processing of personal data is not in violation of applicable law;

iii)   The Company as controller of the processing is the party responsible to notify applicable regulatory authorities and/or data subjects in case of a data breach, pursuant to applicable statutory data protection regulation;

iv)   The Company, by way of its risk assessment, has verified that the Services' security measures are appropriate and proportionate to the applicable processing;

v)   The Provider has provided sufficient guarantees in terms of logical, technical and organizational security measures.

The Provider may only process personal data on behalf of the Company during the term of the Agreement, or pursuant to another legal basis for processing.

3) PURPOSE, SUBJECT MATTER AND DURATION

The processing of personal data by the Provider on behalf of the Company shall only cover the categories of personal data that are required to access and use the Service, for the purposes specified below and only to the extent necessary to fulfil such purposes.

The Provider will process personal data for the purposes of

i)   Providing the Service;

ii)   Improving, or otherwise modifying, the Service;

iii)   Providing the Company with requested support, training and assistance;

iv)   Performing the Provider's obligations towards the Company, its users and the data subjects;

v)   Exercising and enforcing the Provider's rights according to the Agreement.

The Provider shall anonymize and aggregate data when possible to improve the Service pursuant to ii).

The Provider will process personal data on the data subjects which is granted access to the Service, such as Company's employees or consultants, or the employees or consultants of Company's Customers. The Provider will process the following categories of personal data:

-   First and last name
-   Username

- Email
- Password (in hashed or otherwise encrypted form)
- Company affiliation

For the sake of clarity, Company and Company's Customers may themselves choose to collect additional personal data through the end-user chat interface of an advertisement distributed using the Service. Such personal data will be collected directly from an end-user and submitted directly to Company's database or Company's Customer's database. The Provider does not have access to, control or authority over such collection of personal data, and does therefore not process such personal data within the meaning of GDPR article 4 (2). Such processing of personal data is outside the scope of the Agreement, including this data processing agreement, and Provider does not accept any liability related to such processing of personal data by the Company or Company's Customers. To the extent Provider incurs any loss, liability or administrative fine due to such data collection, Customer shall indemnify Provider for such loss, liability or administrative fine.

4) THE PROVIDERS OBLIGATIONS AS THE DATA PROCESSOR

The Provider shall process personal data only in accordance with the Agreement or pursuant to written instructions from the Company. The Provider shall ensure that persons authorized to process the personal are subject to confidentiality obligations.

The Provider shall by appropriate technical and organisational measures, insofar as this is possible, reasonably assist the Company:

i) with its obligation to respond to requests regarding the data subjects' rights;
ii) with its obligation to implement appropriate technical and organisational measures;
iii) with its obligation to conduct data protection impact assessments;
iv) with its obligation to conduct prior consultations with applicable data protection authorities;
v) by allowing for and contributing to audits, including inspections, conducted by the Company or another auditor mandated by the Company; and
vi) by making available all information necessary to demonstrate compliance with the Provider's obligations under this data processing agreement.

The Provider shall be entitled to charge the Company its assistance.

The Provider shall have and be able to document appropriate technical and organisational measures to protect data from loss, misuse and unauthorized alteration or disclosure, in accordance with applicable statutory data protection regulation. The documentation may be made available to the Company upon request.

In case of a personal data breach, the Provider shall notify the Company in accordance with GDPR article 33. Unless prohibited by law, the Provider shall promptly notify the Company of any request for the disclosure of or access to data by government authorities. The Provider will disclose the Company's data to government authorities solely when necessary to comply with legally binding requests.

The Provider shall notify the Company of any request received directly from a data subject without responding to that request, unless the Provider has otherwise been authorized to do so in writing, or is obligated to comply pursuant to applicable law.

5) USE OF SUBCONTRACTORS

The Provider is entitled to use sub-processors in its processing of personal data on behalf of the Company. The Company accepts the Provider's use of the following sub-processor:

- Cloudfare Edge, San Francisco, USA

- Cloudfare Streaming, San Francisco, USA

The Provider shall, by written agreement with its sub-processors, ensure that any processing of personal data carried out by a sub-processor is governed by substantially the same obligations and limitations as those imposed on the Provider pursuant to Section 2 of this Agreement.
The Provider shall, by written Data Processing Agreement with it's sub-processors, ensure that adequate safeguards are put in place with respect to the protection of such Personal Data as required by Applicable Data Protection Laws.

Any use of sub-processors outside the EU/EEA for processing of personal data shall be in accordance with EU Standard Contractual Clauses for transfer to third countries, or another specifically stated lawful basis for the transfer of personal data to a third country. The Company grants the Provider with power of attorney to conclude EU Standard Contractual Clauses on behalf of the Company. Such power of attorney entails that the Company will conclude EU Standard Contractual Clauses with the at any time applicable sub-processors pursuant to the Agreement.

If the Provider plans to change an existing or add a new sub-processor, it shall notify the Company in writing within reasonable time prior to any processing by the new sub-processor. The Company is entitled to object to the change of sub-contractors by providing written notification within two weeks from receipt of the written notification. Should the Company object to the change, the Agreement shall automatically terminate one week after the Provider received written notification of the termination. To the extent the Company does not terminate the Agreement, the change of sub-processors shall be deemed as accepted.

6) DELETION OF DATA

All personal data received from the Company shall be deleted or anonymized by the Provider within six months from termination, expiration or cancelation of the Agreement or upon expiration of a mandatory retention period, unless a separate legal basis for retention of the personal data exists.

The Company must export any personal data it wishes to retain prior to the personal data being deleted or anonymized by the Provider by using the provided export functionality in the Service. The Provider shall within the six month period ensure that the Company is granted sufficient access to the Service in order to allow the Company to export its personal data.

Appendix 5 – SLA

The Service (Cavai Cloud Conversational Unit) is subject to the following Service Level Agreement (SLA) and compensation.

If Cavai Cloud Conversational Unit has been unavailable, in such a way that a delivered tag fails to render an ad unit due to a Cavai system failure (Cavai webhook or backend system) ("**Unavailability**") then the Customer shall be entitled to a compensation by way of service credits ("**Service Credits**").

Service Credits shall be equal to the estimated number of lost Impressions during Unavailability.

The number of lost Impressions during Unavailability shall be calculated based on the recorded number of average impressions during the same time period the day before the day of Unavailability .

The Service Credit shall equal the fee that would otherwise have been paid by Customer if the lost impressions had occurred as impressions. The maximum Service Credits is 100% of the fees that would otherwise have been paid by Customer.

Service Credits shall be credited against (i) the applicable fee for a specific campaign or (ii) a future campaign during the Service Term.

Any Unavailability and Service Credits will be calculated based on the information recorded by Provider's systems (currently DataDog and Grafana). Provider shall provide necessary documentation to Customer upon request.