

## CURVE PRODUCT LICENSE AGREEMENT

Gingee Games Ltd ("**Gingee**") has developed and is the owner of (i) a proprietary software development kit, which includes object and source code, code samples and documentation pertaining thereto (the "**SDK**"), which may be integrated in your mobile applications (the "**Customer**" and the "**Mobile App(s)**", respectively); and (ii) a proprietary software provided on a Software-as-a-Service basis and any documentation pertaining thereto (the "**Platform**"). The Platform receives all data derived from the SDK's integration with the Mobile Apps, and allows Customers - *inter alia*, depending on the subscription purchased - to: (a) process general analytics concerning the performance of the Mobile App, as well as granular information regarding the end users of the Mobile App, (b) track malfunctions or other errors occurring during the operation of the Mobile Apps and receive full stack crash & error reports, (c) perform ad campaign monitoring and ad campaign tracking, and (d) manage all the collected data across multiple platforms and make decisions in real time for optimizing the Mobile Apps and the end users' experience. More information about the Curve Product is available at <https://curve.tech/>. The SDK, Platform and any documentation pertaining thereto shall be collectively referred to herein as the "**Curve Product**". Gingee and the Customer shall be regarded each as a "**Party**", and collectively as the "**Parties**".

By (a) clicking on the "I agree to the terms of the Curve Product License Agreement"; (b) purchasing a subscription to the Curve Product; (c) installing and/or integrating the SDK with the Customer's Mobile App; and/or (d) accessing or using the Platform or any function or services of the Curve Product, the Customer acknowledges and agrees that he/she has read and understood this agreement (the "**Agreement**"), agrees to be bound by its provisions and to comply with all applicable laws and regulations regarding his/her use of the Curve Product.

**IF CUSTOMER DOES NOT AGREE TO THIS AGREEMENT, PLEASE DO NOT ACCESS OR USE THE CURVE PRODUCT ANY MANNER AND IMMEDIATELY UNINSTALL AND DELETE ANY SDK PROVIDED TO YOU BY GINGEE UNDER THIS AGREEMENT.**

The following terms and conditions govern the Customer's use of the Curve Product under this Agreement:

**1. LICENSE GRANT.** Subject to the terms and conditions of this Agreement, Gingee hereby grants to the Customer, and the Customer accepts, a limited, worldwide, non-exclusive, non-sublicensable, non-transferable and revocable licenses to (i) integrate the SDK with Customer's Mobile Apps solely in binary executable form and solely for the purpose of deriving the abovementioned information, (ii) use the Platform solely for the purpose of performing the abovementioned activities, both all in accordance with the terms set forth in this Agreement. The conditions of this Agreement apply to any update, upgrade and additional component added to the Curve Product originally provided to the Customer. In the case that these include a separate licensing agreement, its conditions will be in addition to the conditions of this Agreement, unless a separate agreement mutually executed by the Parties specifies explicitly that its conditions prevail over this Agreement.

**2. TRADEMARKS.** Gingee's trademarks shall be used only as permitted in the Curve Product's documentation. No right, license, or interest to each Party's trademarks is granted hereunder, except as expressly permitted herein.

**3. CONSIDERATION.** The consideration for the licenses granted hereunder will be in accordance with the fees specified in the pricing page of the Curve Product at (<https://curve.tech/pricing/>). Unless otherwise specified in the Customer's order, (i) Customer will pay all amounts due under this Agreement in U.S. Dollars currency, and (ii) All amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice. All fees and other amounts paid by the Customer under this Agreement are nonrefundable. Any amount not paid when required to be paid hereunder shall accrue interest on a daily basis until

paid in full at the lesser of: (i) the rate of one and a half percent (1.5%) per month; or (ii) the highest amount permitted by applicable law. All amounts payable under this Agreement are exclusive of all sales, use, value-added, withholding, and other direct or indirect taxes, charges, levies and duties. All taxes, withholdings and duties of any kind payable with respect to Customer's use of the Curve Product, other than taxes based on Gingee's net income, shall be borne and paid by Customer.

**4. THE CURVE PRODUCT FUNCTIONALITY.** Gingee may, at any time, change, revise, amend and modify the functionality of the Curve Product and perform fixes thereto. However, in the event of material changes to the functionality of the Curve Product, Gingee will provide the Customer with an advanced notice of such changes, including by email. To the extent Gingee includes third party services in the Curve Product, Gingee will have no responsibility or liability with respect to such third party services.

**5. Customer Account.** An account will be created in connection with the Customer's use of the Platform (the "**Account**") and shall only be used by Customer's employees or contractors who are explicitly authorized by the Customer to use the Platform (each a "**Permitted User**"). Gingee shall keep, and ensure that the Permitted Users will keep the Account login details and passwords secured at all times, and otherwise comply with the terms of this Agreement; (ii) remain solely responsible and liable for the activity that occurs in the Account and for any breach of this Agreement by a Permitted User; and (iii) promptly notify Gingee in writing if you become aware of any unauthorized access or use of the Account or the Platform. The Platform may not be used other than in connection with the Customer's Account.

**6. OWNERSHIP.** The Curve Product is not for sale and shall remain Gingee's sole property. All right, title, and interest, including any intellectual property rights (including, without limitation, patents, patent applications, copyrights, moral rights, trade secrets, trademarks, designs, source code, object code, mask works, databases, algorithms, formulae, processes, etc.

all whether or not registered or capable of being registered) evidenced by or embodied in and/or attached/connected/related to the Curve Product and any and all derivative works thereof are and shall remain owned solely by Gingee or its licensors. Nothing in this Agreement constitutes a waiver of Gingee's intellectual property rights under any law. Subject to Gingee's full and exclusive ownership of the Curve Product, the Customer will own all right, title, and interest in and to the Customer's Mobile App(s). If Customer contacts Gingee with feedback data (e.g., questions, comments, suggestions or the like) regarding the Curve Product (collectively, "**Feedback**"), such Feedback shall be deemed non-confidential, and Gingee shall have a non-exclusive, royalty-free, worldwide, perpetual license to use or incorporate such Feedback into the Curve Product and/or other current or future products or services of Gingee (without Customer's approval and without further compensation to Customer).

**7. CUSTOMER DATA AND ANALYTICS INFORMATION.** Any and all data related to the performance of the Mobile Apps and/or the use of the Mobile Apps by its end-users (collectively, the "**Customer Data**") shall be solely owned by Customer. The Customer agrees that Gingee will collect, monitor, store and use the Customer Data, on the Customer's behalf, in order to provide the full functionality and services available via the use of the Curve Product. Customer controls access to the Customer Data and has full administrative control over such data, including by its right to view, manage or modify it. As between Gingee and Customer, the Intellectual Property Rights (as such term is defined below) and all other rights, title and interest of any nature in and to the Customer Data, which may be stored on Gingee's database, are and shall remain the exclusive property of Customer and/or its licensors. Gingee shall be considered granted a non-revocable, non-exclusive, assignable, sub-licensable, royalty-free license to use, in accordance with any applicable privacy laws, the Customer Data in order to provide the services available via the Curve Product. Except as set forth herein, nothing in this Agreement shall be construed as transferring any rights, title or interests in the Customer Data to Gingee or any third party.

Gingee may collect, disclose, publish and use in any other manner anonymous information which is derived from the use of the Curve Product (*i.e.*, non-identifiable information, aggregated and analytics information) ("**Analytics Information**"), in order to provide and improve Gingee's products and services and for any legitimate business purpose. Gingee is and shall remain the sole owner of the Analytics Information.

**8. THIRD PARTY COMPONENTS.** The SDK is based on software which is developed and owned by Gingee and/or its licensors. The SDK may use or include third party software, files and components that are subject to open

source and third party license terms ("**Third Party Components**"). The Customer's right to use such Third Party Components as part of, or in connection with, the SDK is subject to any applicable acknowledgements and license terms accompanying such Third Party Components, contained therein or related thereto. If there is a conflict between the licensing terms of such Third Party Components and this Agreement, the licensing terms of the Third Party Components shall prevail in connection with the related Third Party Components. Such Third Party Components are provided on an "AS IS" basis without any warranty of any kind and shall be subject to any and all limitations and conditions required by such third parties. Under no circumstances shall the SDK or any portion thereof (except for the Third Party Components contained therein) be deemed to be "open source" or "publicly available" software.

**9. PROHIBITED USES.** Except as specifically permitted herein, without the prior written consent of Gingee, the Customer agrees not to (nor permit any Permitted User or anyone else to), directly or indirectly: (i) modify, incorporate into or with other software, or create a derivative work of any part of the Curve Product; (ii) sell, license (or sub-license), lease, assign, transfer, pledge, or share the Customer's rights under this Agreement with or to anyone else; (iii) copy, distribute or reproduce all or any part of the Curve Product for the benefit of third parties; (iv) disclose the results of any benchmarking of the Curve Product, use such results for the Customer's own competing software development activities, or use the Curve Product (including without limitation, any information derived from its functionality) in order to build or support, and/or assist a third party in building or supporting, products or services which are competitive to Gingee's business; (v) modify, disassemble, decompile, reverse engineer, revise or enhance the Curve Product or attempt to discover its source code or its underlying ideas or algorithms; (vi) use the Curve Product in a manner not authorized herein and/or that violates or infringes any rights of any third party, including but not limited to, right of privacy, proprietary rights or intellectual property rights; (vii) remove or otherwise modify any of Gingee's trademarks, logos, copyrights, notices or other proprietary notices or indicia, if any, fixed, incorporated, included or attached to the Curve Product or copy its manuals, documentation, or any written materials accompanying it; (viii) transmit, display or otherwise make available through or in connection with the use of the Curve Product any content which may infringe third party rights, including intellectual property rights, or which may contain any indecent, obscene, pornographic, violent or any other immoral or unlawful content; (ix) use the Curve Product for purposes other than those specified in the first paragraph of this Agreement or in the documentation, or other than in compliance with the terms of this Agreement; (x) use any open source or other free software in such a manner that would require disclosure of the source code of the SDK to the Customer or to any third party; (xi) circumvent, disable or otherwise interfere with security-related features of the Curve Product (including your Account) or features that enforce limitations on its use; and (xii) allow any third party other than the Permitted Users to use the Platform; (xiii)

access, store, distribute, or transmit during the course of its use of the Curve Product any malicious code (*i.e.*, software viruses, Trojan horses, worms, malware or other computer instructions, devices, or techniques that erase data or programming, infect, disrupt, damage, disable, or shut down a computer system or any component of such computer system), or any unlawful, threatening, obscene or infringing material; and (xiv) exceed any Platform usage limits (e.g., number of Permitted Users, storage limits, etc.) which may be specified in the Customer's order, the documentation and/or in the pricing page (<https://curve.tech/pricing/>).

**10. LAWFUL USE.** Each of the SDK and Platform should be installed or remotely used (as applicable) in accordance with the instructions set forth in their applicable documentation. Customer represents and warrants that: (i) it shall only use the Curve Product in a manner that complies with all applicable laws in the jurisdiction in which the Customer uses it, including, but not limited to, applicable restrictions concerning the protection of privacy (including under FTC regulations and COPPA (as defined below)) and intellectual property rights; (ii) it will not ship, transfer, or export the SDK into any country, or make available or use the Curve Product in any manner which is prohibited by applicable laws (including without limitation, any export control laws) and (iii) it has and will retain all rights, permissions and licenses necessary to enter and perform its obligations hereunder.

**11. END-USER LICENSE AGREEMENT.** The Customer must post a privacy policy and terms of use on the Customer's Mobile App which must: (I) disclose (A) the usage of third-party technology; and (B) the data collection and usage (including with respect to transfer to third parties) as resulting from the SDK (it being understood that this clause (I) will not be deemed to require to expressly identify Gingee, unless otherwise required by law, rule or regulation); and (II) comply with all applicable laws, rules and regulations, including but not limited to privacy laws.

**12. PRIVACY.** Gingee may collect non-personal information and personally identifiable information (e.g., IP addresses, geo-location, emails, names, etc.) of the Customer's Mobile App's end-users via the SDK. Customer shall (i) receive Customer's Mobile App's end-users' consent to the collection and use of such end-users' personal information in accordance with all applicable privacy laws; (ii) register databases to the extent required under applicable privacy laws; (iii) notify Gingee in writing of any Mobile Apps which are or may be considered as a "Child Property" under the Children's Online Privacy Protection Act of 1998 and the rules promulgated by the Federal Trade Commission (FTC) under that Act, including but not limited to the Children's Online Privacy Protection Rule 16 C.F.R. Part 312 (the "COPPA"), and (iv) implement means within the Mobile Apps for identifying end-users under the age of thirteen (13) when the Mobile App is not primarily directed at children under such age; all in order to enable Gingee to block the collection or use personal information of end-users under the age of thirteen (13) via the SDK.

**13. CONFIDENTIALITY.** Each Party may have access to certain non-public and/or proprietary information of the other Party, in any form or media, including (without limitation) confidential trade secrets and other information

related to the products, software, technology, data, know-how, or business of the other Party, whether written or oral, and any other information that a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive (the "**Confidential Information**"). Each Party shall take reasonable measures, at least as protective as those taken to protect its own confidential information, but in no event less than reasonable care, to protect the other Party's Confidential Information from disclosure to a third party. Neither Party shall use or disclose the Confidential Information of the other Party except as expressly permitted under this Agreement or by applicable law. All right, title and interest in and to Confidential Information are and shall remain the sole and exclusive property of the disclosing Party.

**14. REFERENCE CUSTOMER.** Customer agrees that Gingee may identify Customer as a user of the Curve Product and use Customer's trademark and/or logo (i) in sales presentations, promotional/marketing materials, and press releases, and (ii) in order to develop a brief customer profile for use by Gingee on Gingee's website and other promotional channels for promotional purposes.

**15. SERVICES.** Gingee will provide the Customer with

(a) the Curve Product's documentation (including, with respect to the SDK, a technical integration kit and guide);

(b) e-mail support and online technical support, as applicable, shall be provided through the following email: [support@curve.tech](mailto:support@curve.tech) and pursuant to the applicable support plan as outlined in the following link <https://curve.tech/support-plans/>; and (c) upgrades, modifications or new releases of the SDK or the Platform.

Once provided with such upgrades, modifications or new releases, Customer shall take the required measures to ensure that the any part of the Curve Product is up to date. Gingee will not be liable for any damages, errors or malfunctions which result from Customer's failure to install or implement such upgrades, modifications or new releases.

**16. LIMITED WARRANTIES.** Each Party represents and warrants to the other (i) that this Agreement has been duly executed and delivered by a duly authorized official and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms, and (ii) that the execution, delivery and performance of this Agreement shall not conflict with or result in a breach of any other agreement to which it is a party.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE CURVE PRODUCT IS PROVIDED ON AN "AS IS" BASIS. IN ADDITION TO OTHER DISCLAIMERS CONTAINED HEREIN, GINGEE DOES NOT WARRANT THAT THE CURVE PRODUCT WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE CURVE PRODUCT'S OPERATION WILL BE SECURED AT ALL TIMES, UNINTERRUPTED, ERROR-FREE, FREE OF VIRUSES, BUGS, WORMS, OTHER HARMFUL COMPONENTS OR OTHER SOFTWARE LIMITATIONS. TO THE EXTENT ALLOWED BY LAW GINGEE EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY,

NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

COMPANY SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION TO THE CUSTOMER DATA TO THE EXTENT THAT SUCH ACCESS OR ALTERATION IS NOT DUE TO COMPANY'S WILLFUL MISCONDUCT.

**17. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GINGEE, ITS LICENSORS, AFFILIATES, DISTRIBUTORS AND RESELLERS SHALL NOT BE LIABLE WHETHER UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING BUT NOT LIMITED TO, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS OR GOODWILL AND LOST OR DAMAGED DATA OR DOCUMENTATION), SUFFERED BY ANY PERSON, ARISING FROM, RELATED WITH, AND/OR CONNECTED TO, ANY USE OF OR INABILITY TO USE THE CURVE PRODUCT, EVEN IF GINGEE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING AND TO THE MAXIMUM EXTENT LEGALLY PERMISSIBLE, GINGEE'S, ITS LICENSORS', AFFILIATES' DISTRIBUTORS' AND RESELLERS' TOTAL AGGREGATE LIABILITY FOR ALL DAMAGES OR LOSSES WHATSOEVER ARISING HEREUNDER OR IN CONNECTION WITH THE CUSTOMER'S USE OR INABILITY TO USE THE CURVE PRODUCT SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO GINGEE UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.**

**18. INDEMNIFICATION.** Customer agrees to defend, indemnify and hold harmless Gingee, its officers, directors, employees and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs, debts, and expenses (including but not limited to attorney's fees) arising from: (i) the Customer's unauthorized use of the Curve Product; (ii) the Customer's violation of any term of this Agreement; and/or (iii) a third party claim, suit or proceeding that use of the Customer Data within the scope of this Agreement infringes any privacy right of a third party.

**19. TERM AND TERMINATION.** This Agreement shall enter into force and effect upon downloading, installing, operating or otherwise using any part of the Curve Product. This Agreement will remain in force and effect during the subscription term specified in Customer's order or in the pricing page (<https://curve.tech/pricing/>), until terminated in accordance with this Agreement. Gingee may terminate this Agreement: (a) immediately in the event of insolvency, bankruptcy, dissolution or liquidation of the Customer; and/or (b) in the event of a breach by the Customer of the terms of this Agreement and failure of the Customer to cure the breach within seven (7) days. Upon termination or expiration of this Agreement: (i) the licenses granted under this Agreement shall expire and the Customer shall discontinue all further use of the Curve Product; (ii) the Customer shall immediately remove the SDK from all hard drives, networks and other storage media and destroy all copies of the SDK in the Customer's possession or under its control and certify such destruction in a written notice to Gingee made within seven (7) days of Gingee request; (iii) Customer's Account will be terminated and any information, including the Customer Data, will be deleted therefrom, and (iv) any sums paid by Customer until the date of termination are non-refundable, and Customer shall not be relieved of its duty to discharge in full all due sums owed by Customer to Gingee under this Agreement until the date of termination or expiration hereof, which sums shall become immediately due and payable on the date of termination or expiration of the Agreement. Sections 6, 7, 9, 14, 14 and 16-20 shall survive any termination of this Agreement. Termination of this Agreement shall not limit Gingee from pursuing any other remedies available to it under the applicable law.

**20. MISCELLANEOUS.** This Agreement represents the complete agreement concerning the licenses granted herein and the subject matter hereof and may be amended only by a written agreement executed by both Parties. The failure of either Party to enforce any rights granted hereunder or to take action against the other Party in the event of any breach hereunder shall not be deemed a waiver by that Party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. The Customer may not assign its rights or obligations under this Agreement without the prior written consent of Gingee. Gingee may assign or transfer its rights and/or obligations under this Agreement without restriction or notification. This Agreement shall be governed by and construed under the laws of the State of Israel without reference to principles and laws relating to the conflict of laws. The competent courts of the District of Tel-Aviv, Israel shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer-employee, agency, or franchisor-franchisee relationship between the Parties hereto.

**I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS.**