

LICENSE AGREEMENT

hereinafter referred to as the “**Agreement**”, concluded as a part of Framework Order, by and between the **Service Provider** and the **Client**.

Service Provider and the Client shall be hereinafter jointly referred to as the “**Parties**”, and individually as the “**Party**”.

WHEREAS:

- the Service Provider provides Internet advertising services to the Client and would like to prepare a promotional written material regarding the advertising campaign carried out for the Client (hereinafter referred to as “**Case Study**”), and to use the Client's logotypes and trade names indicated on the Banner Creations to market its own services;
- the Client agrees that the Service Provider and its affiliated companies Group listed in particular in the Appendix 1 (Service Provider and its affiliated companies shall be jointly referred to as the “**Service Provider Group**”) may use its logotypes, trademarks and trade names for marketing purposes in the scope and manner indicated below;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. SUBJECT OF THE AGREEMENT AND PARTIES' REPRESENTATIONS

1.1. The subject of the Agreement is granting of an authorization and – to the extent applicable – an appropriate license to use the logotypes and trade names of the Client (hereinafter jointly referred to as the “**Materials**”) by the Client, on behalf of the Service Provider Group, in accordance with the provisions of the Agreement.

1.2. The Client represents that it is entitled to grant authorization and license in the scope indicated in the Agreement and that the Materials are not limited or encumbered with the rights of third parties which would limit or exclude the right to use the Materials by the Service Provider Group in the scope indicated in the Agreement and, in this scope, the Client shall be liable to the Service Provider Group on general terms.

2. SCOPE OF AUTHORIZATION

2.1. The Client shall agree to be prepared by the Service Provider a Case Study, and the use of data on the advertising campaign provided by the Service Provider Group's company to the Client as part of the Case Study Materials. The Service Provider undertakes to present to the Client for approval in electronic form the final version of the Case Study before publication.

2.2. The Client hereby authorizes the Service Provider Group to use the Materials for the purposes of promoting the services provided by the Service Provider Group as well as for information or educational purposes, in the scope and manner indicated below:

- Materials as part of the Case Study;
- Materials regardless of the Case Study;

in the following scope:

- (a) *on the Service Provider Group's websites as well as in social media of the Service Provider Group (e.g. Facebook, Twitter and LinkedIn) by placing the Materials in the tabs indicating the Service Provider Group's clients and in promotional materials concerning the previous cooperation, the so-called "success stories"; and/or*
- (b) *by placing the Materials in sales and marketing materials, including presentations used for internal use of the Service Provider Group as well as those addressed to current and potential clients or publicly presented during marketing events or conferences.*

2.3. The authorization referred to in section 2 shall cover the use of the Materials globally. The authorization shall be granted free of charge, without any restrictions, including number of copies and media currently in existence or to be developed, and for an indefinite period. If an alteration to the territorial or time scope of the authorization defined herein is necessary in the future ("**Alteration of Scope**"), the Client shall send a written notification to the address of the Service Provider specified in the Framework Order. The Alteration of Scope will be effective 14 (fourteen) days after the Service Provider receives such a written notice.

2.3.1. In the event of Alteration of Scope, the Service Provider will not be responsible for removing already published Materials, especially those available online. The Service Provider will only commit to abiding by the new scope on the usage of the Materials after the effective date of the Alteration of Scope.

2.4. In case of authorization to use the Materials irrespective of the Case Study, the Materials may be used on their own or as components of other advertising materials, in particular those created or commissioned by the Service Provider Group, both in printed and electronic form.

2.5. In the case of authorization to use the Materials irrespective of the Case Study, the use of the Banner Creations (that include Materials) created by the Service Provider Group as part of the provision of services under the agreement.

2.6. The Client agrees that the Service Provider Group may mention the cooperation with the Client in press publications (by indicating only the Client's trade name or the Client's trademark in the form of a word mark or a word and figurative mark).

3. LICENSE

3.1. To the extent that the Materials constitute the subject of intellectual property rights, in particular a work within the meaning of article 129 of Act n. 9.279/1996 and article 7 of Act n. 9.610/1998 or any subsequently applicable legislation, or a registered or unregistered (yet protected by law) trademark, the Client shall grant the Service Provider a free, non-exclusive and territorially unlimited license to use the Materials in the manner, scope and for the time specified in clause 2.2 of the Agreement upon conclusion of the Agreement.

3.2. The license referred to above includes the Service Provider's right to grant a sub-license to entities from Service Provider Group in the scope specified in Chapter 2 of the Agreement.

- 3.3. This License Agreement does not transfer the ownership of the Materials, or create any other licenses (implied or otherwise), except for the right to use the Materials as expressly provided in this License Agreement.
- 3.4. To the extent that the Materials are subject to copyright, the license referred to in this paragraph is granted in the scope specified in Chapter 2 of the Agreement and in the following fields of use:
 - (a) recording and multiplying by means of any technique including, but not limited to, printing, reprographic technique, magnetic or digital recording;
 - (b) presenting the Materials in public, including their exhibiting, displaying, replaying, broadcasting and re-emitting, as well as making the Materials publicly available in such way that anyone may have access to them in a chosen time and place;
 - (c) combining the Materials with other elements and using the content thus created in accordance with the terms and conditions specified in the Agreement.

4. FINAL PROVISIONS

- 4.1. The Agreement is a part of the Framework Order however it may be terminated by each Party upon a **14-day** prior notice. The period of notice shall be deemed to begin on the business day following the date on which an email with a written notice of termination is sent to the email address(es) of the other Party, as specified in the Framework Order. Termination of this License Agreement does not affect the validity of the Agreement, which in the remaining scope remains valid between the Parties and also termination of the Agreement does not affect the validity of this License Agreement which remains valid until terminated by one of the Parties. Upon termination of the Agreement, the Service Provider Group is obliged to stop using the Materials from the termination date forward. It is not necessary to remove the Materials created and marketed during the license validity period. The Service Provider Group is not responsible for third-party usage of the Materials which were publicly available, as long as the Service Provider abides by the provisions of this agreement. The provision herein shall apply analogously to the change of the scope of the authorization referred to in clause 2.2 of the Agreement.
- 4.2. If any provision of this Agreement is found invalid or unenforceable for any reason, this Agreement shall be adjusted rather than voided, if possible, in order to achieve the intents and purposes of the Parties. In such event, all other provisions herein shall fully be deemed valid and enforceable possible.
- 4.3. If one of the Parties does not exercise any of its rights or does not take any action to which they may be entitled, such fact will neither be deemed novation of this Agreement nor be considered as a waiver of their respective right.
- 4.4. The Parties undertake to inform each other of any circumstances relevant to the implementation of the Agreement.
- 4.5. In order to perform the Agreement, the Parties may communicate by email, registered mail, personal mail or courier service to the addresses indicated in the Framework Order.
- 4.6. All Parties recognize the authorship, validity, effectiveness, integrity and authenticity of the Framework Order once it is digitally signed by all Parties, even without the application of a digital certificate.

APPENDICES:

- 1) List of companies related to Service Provider.

APPENDIX 1**LIST OF COMPANIES BELONGING TO SERVICE PROVIDER GROUP**

1. RTB House S.A. with its registered office in Warsaw,
2. RTB House Services sp. z o.o. with its registered office in Warsaw,
3. RTB House Poland sp. z o.o. with its registered office in Warsaw,
4. RTB House CEE sp. z o.o. with its registered office in Warsaw,
5. RTB House Japan K.K. with its registered office in Tokyo,
6. RTB House Pte. Ltd. with its registered office in Singapore,
7. RTB House FZ-LLC with its registered office in Dubai,
8. RTB House LLC with its registered office in Moscow,
9. RTB House Reklam Teknolojileri A.S. with its registered office in Istanbul,
10. RTB House S.R.O. with its registered office in Prague,
11. RTB House Ltd. with its registered office in London,
12. RTB House LATAM Ltd. with its registered office in London,
13. RTB House Nordics AB with its registered office in Stockholm,
14. RTB House GmbH with its registered office in Berlin,
15. RTB House France SAS with its registered office in Paris,
16. RTB House Benelux B.V. with its registered office in Amsterdam,
17. RTB House Inc. with its registered office in New York,
18. RTB House Brazil Servicos de Tecnologia Em Internet LTDA. with its registered office in Sao Paulo,
19. RTB Marketing & Tech Services Ltd. with its registered office in Nicosia,
20. RTB House Italy s.r.l. with its registered office in Rome,
21. RTBH Retargeting SL with its registered office in Madrid,
22. RTB House Korea Ltd. with its registered office in Seoul,
23. RTB House PTE. LTD. Taiwan Branch with its registered office in Taipei,
24. RTB House Data Center B.V. with its registered office in Amsterdam,
25. RTB House Data Center PTE. LTD. with its registered office in Singapore,
26. Adlook Limited with its registered office in London;
27. Adlook USA Inc. with its registered office in New York.