

1. ACCEPTANCE:

These terms and conditions and the documents referred to herein govern all Purchase Orders ("Orders") issued by Rubicon Project to the Supplier identified on each Order. Fulfillment of any part of an Order, or any other conduct by Supplier which recognizes the existence of a contract pertaining to the subject matter of such Order, shall constitute acceptance by Supplier of such Order and all of the terms and conditions included or referenced on this page (the "Contract Terms"). Rubicon Project objects to any terms proposed in Supplier's proposal, sales note, acknowledgment or other form of acceptance of Rubicon Project's offer which add to, vary from, or conflict with the Contract Terms. Any such proposed terms shall be void and the Contract Terms constitute the complete and exclusive statement of the terms and conditions between Supplier and Rubicon Project. The Contract Terms may be modified only by a written instrument executed by authorized representatives of both Supplier and Rubicon Project. If an Order has been issued by Rubicon Project in response to Supplier's offer and if any of the Contract Terms add to, vary from or conflict with any terms of Supplier's offer, then the issuance of the Order by Rubicon Project shall constitute an acceptance of Supplier's offer subject to the express conditions that Supplier assents to the additional, different and conflicting Contract Terms and acknowledges that the Order and these Contract Terms constitutes the entire agreement between Supplier and Rubicon Project with respect to the subject matter hereof and the subject matter of Supplier's offer. Supplier shall be deemed to have so assented and acknowledged unless Supplier notify Rubicon Project to the contrary in a writing signed by Supplier's authorized representative within ten (10) working days of receipt of the Order.

As used in these terms and conditions, "Rubicon Project" means The Rubicon Project, Inc. or one of its affiliates.

2. TERMINATION:

Rubicon Project may terminate for convenience at any time by written notice any Order, or its obligation to purchase any products or services from Supplier. If an Order is terminated for convenience, then the termination date shall be effective at the time notice is given, unless otherwise mutually agreed to by the parties. Rubicon Project shall pay for any products delivered or services performed prior to the date that termination becomes effective (on a pro rata basis if Rubicon Project has paid in advance any fees covering a fixed period of Services). Unless Rubicon Project has requested and received a refund in respect of any undelivered product(s) or terminated services, it shall be entitled to the delivery of all product(s) and completion of all services for which it has paid prior to the effective date of the termination. In addition to any other remedy provided at law or equity, either party shall have the right to terminate or cancel an Order, and any obligation to purchase, sell or provide a product or service, in the event the other party (a) fails to comply with any condition of the Order or any related Agreement, and such failure is not remedied within thirty (30) days after written notice thereof has been given to such other party; (b) becomes insolvent, makes an assignment for the benefit of creditors, suffers or permits the appointment of a receiver, trustee in bankruptcy or similar officer for all or parts of its business or assets; or (c) avails itself of or becomes subject to any bankruptcy proceeding under the laws or any jurisdiction relating to insolvency or the protection of rights of creditors.

3. CONFIDENTIALITY:

All specifications, documents, artwork, or drawings delivered to Supplier by Rubicon Project or one of its affiliates, and any other non-public information Rubicon Project or one of its affiliates discloses to Supplier, remains Rubicon Project or one of its affiliate's property. The information is provided to Supplier solely for the purpose of Supplier's performance of the Order and on the express condition that neither the Order nor the information contained therein or provided in connection therewith shall be disclosed to others nor used for any purpose other than in connection with the Order without Rubicon Project's prior express written consent. Rubicon Project reserves the right to request that Supplier return all such information to Rubicon Project or destroy it. Supplier's obligations under this paragraph shall survive the cancellation, termination or other completion of the Order.

4. WARRANTY:

Supplier expressly warrants that all products and services supplied to Rubicon Project by Supplier as a result of an Order shall conform to the specifications, drawings or other description upon which the Order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship, free from defects and free and clear of all liens or encumbrances. Inspection, testing, acceptance or use of the goods by Rubicon Project shall not affect Supplier's obligations under this warranty, and such warranty shall survive inspection, testing, acceptance and use. Supplier agrees to replace or correct promptly defects of any goods or services not conforming to the foregoing warranty without expense to Rubicon Project, when notified of such non-conformity by Rubicon Project. If Supplier fails to correct defects in or replace non-conforming goods or services promptly, Rubicon Project may, after reasonable notice to Supplier, make such corrections or effect cover at Supplier's expense.

5. PRICE:

An Order must not be filled at a higher price than shown on the Order. Unless another currency is specified on the order, all monetary amounts are deemed to be expressed in U.S. dollars. If no price is shown, Supplier must notify the Rubicon Project buyer who issued the Order of the price and his/her acceptance must be obtained in writing before filling the Order. The price shall not in any event be higher than the lowest price Supplier provides to any of Supplier's other customers ordering similar quantities, after taking into consideration all rebates, discounts and allowances. Unless otherwise provided on the Order, delivery of Goods shall be f.o.b. destination and Supplier will not charge for boxing, packing, crating or other charges. Supplier's prices include any and all related customs duty. If Supplier sells products to Rubicon Project, or if the services include provision to Rubicon Project of any deliverables, subject to any customs duty, Supplier's prices include any and all related customs duty.

6. TAXES:

Rubicon Project will not be liable for any taxes with respect to an Order, except for sales, use, retailers' occupation, service occupation, excise, ad valorem, value added, or consumption taxes imposed by any governmental authority for the purchase of the products Supplier supplies, which Supplier is required by law to collect from Rubicon Project. Supplier shall not collect or remit and Rubicon Project shall not be liable for, any such taxes if Rubicon Project has provided Supplier with a tax exemption certificate. Rubicon Project also will not be liable for any taxes of any nature based on the income of Supplier. If Rubicon Project is required by the law of any jurisdiction to withhold any taxes, duties, fees, levies, or charges ("Withholding Taxes") from any fees or other charges (including reimbursement of expenses) paid to Supplier, Rubicon Project will be entitled to deduct the amount of such Withholding Taxes from the amount of such fees or other charges (including reimbursement of expenses). If Supplier is either exempt from withholding or entitled to a reduced rate of withholding pursuant to a tax treaty or other applicable law, and provides Rubicon Project with adequate documentation of such exemption from or reduced rate of withholding, Rubicon Project will be entitled to withhold only such Withholding Taxes from which Supplier is not exempt. In case of doubt by Rubicon Project as to Rubicon Project's liability for any such tax, Supplier shall allow Rubicon Project, at Rubicon Project's expense, to assume control of any litigation or proceeding relating to the determination and settlement of such tax. Rubicon Project shall, upon final settlement of such litigation and proceeding, reimburse Supplier for any tax owing including in the amount to be reimbursed, any interest charges and penalties accruing thereon.

7. INVOICES:

Supplier agrees to issue invoices referencing the Order number, line number (where applicable), release number (where applicable), item number, description of items, sizes, quantities, unit prices and extended totals. If an Order contains more than one item, Supplier's invoice will make the proper reference. Taxes, if any that are to be collected by Supplier shall be stated separately and shall be remitted by Supplier to the appropriate taxing authority. All invoices shall comply with the requirements of each relevant taxing authority and shall contain data and registration numbers that will enable The Rubicon Project, Inc. to obtain appropriate credit for any Taxes charged. Failure to comply with the above may result in delayed payment or returned invoices.

8. PAYMENT:

As full consideration for Supplier's satisfactory provision of the products or performance of the services, Rubicon Project will pay Supplier's invoice not later than sixty (60) days following Rubicon Project's receipt of said invoice unless otherwise indicated in the supplier agreement. Rubicon Project's payment of any such invoice shall constitute full and complete satisfaction of any and all actual and potential fees for the billing period covered by the invoice. Partial payments will not be made, unless Rubicon Project agrees otherwise in writing. All payment terms will be calculated based upon date of invoice and payment terms will be considered

satisfied based upon date of postmark of payment, or if EFT payment, date of transmission. Rubicon Project shall receive invoices within three (3) business days of invoice date.

9. PRESUMPTIONS:

Supplier shall be conclusively presumed to have waived Supplier's right to receive payment for products or services covered by any Order if Supplier has not submitted an invoice for the products or services within six (6) months of the date of the Order. Supplier's submission of an invoice shall give rise to a presumption that the charges are the full amount Supplier is due for the products or services listed on or referred to in the invoice for the purpose of determining the existence of any underpayment. Supplier may submit supplemental invoices only if accompanied by a photocopy of the original invoice and documentation acceptable to Rubicon Project that establishes the validity of Supplier's claim for underpayment. Supplier waives any claim for underpayment if a supplemental invoice and supporting documentation have not been furnished within the earlier of (i) six (6) months after the Delivery Date or performance of the services covered by the supplemental invoice, or (ii) three (3) months after the date of submission of the original invoice.

10. FORCE MAJEURE:

Neither party shall be liable for a delay in performance of its obligations and responsibilities under this Order due to causes beyond its control, and without its fault or negligence, such as but not limited to war, embargo, national emergency, insurrection or riot, acts of the public enemy, fire, flood or other natural disaster, provided that said party has taken reasonable measures to notify the other promptly in writing, of delay (but in any event, within 72 hours of the force majeure event). Time is of the essence of this Agreement, and should Supplier fail to comply with Rubicon Project's delivery schedule or otherwise fail to comply with its obligations hereunder, Rubicon Project may terminate this Order without liability. Failure of subcontractors or inability to obtain materials shall not be considered as a force majeure delay.

11. INDEMNITY:

Supplier shall, at Supplier's sole cost and expense, release, defend indemnify and hold directors, officers, agents, employees, and shareholders harmless from and against all claims, demands, disputes, complaints, causes of action, suits, losses and damages (including attorneys' fees) of any kind to the extent they in any way relate to or arise, in whole or in part, due to (a) subcontractors, or agents or the employees of any thereof, in the performance of this Order or any breach or default hereunder or (b) a claim that the goods or services Supplier provides are dangerously defective, or (c) a claim that Supplier's products or services, or any part thereof, infringes a patent, copyright, trademark, trade secret or other intellectual or proprietary right of a third party.

12.INSURANCE:

Supplier will maintain in force the following insurance coverages: (i) Comprehensive General Liability. Not less than \$1,000,000 combined single limit for property damage and bodily injury per loss, including Contractual, Broad Form Property Damage, Personal Injury, and Products and Completed Operations coverage; (ii) Professional Liability. Covering liability for errors and omissions arising out of Supplier's performance of its obligations pursuant to this Agreement, in an amount not less than \$1,000,000 per loss, which policy shall include coverage for negligent acts and errors and omissions arising out of or related to the furnishing of goods by Supplier. (b) Additional Requirements. The liability policy/ies obtained by Supplier pursuant to this Section 12 will name Rubicon Project as an additional insured. Upon Rubicon Project's written request, Supplier will provide Rubicon Project with a certificate or certificates of insurance evidencing that the above-noted insurance requirements have been satisfied and specifying that Rubicon Project will receive thirty (30) days advance notice of any cancellation or reduction in coverage. Supplier will obtain the insurance coverage set forth in this Section 12 from an insurance carrier with a minimum A.M. Best's rating of A-.

13. LIMITATION OF LIABILITY:

IN NO EVENT WILL RUBICON PROJECT BE LIABLE TO SUPPLIER OR ANY THIRD PARTY, IN CONTRACT, TORT OR OTHERWISE, FOR ANY LOSS OF PROFITS OR BUSINESS, OR ANY SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING FROM OR AS A RESULT OF THESE CONTRACT TERMS, ANY ORDER OR ANY AGREEMENT BETWEEN THE PARTIES RELATING TO THE PRODUCTS, SERVICES OR DELIVERABLES SUPPLIER PROVIDES, EVEN IF RUBICON PROJECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14. PACKAGING:

Unless otherwise specified, the products Supplier sells to Rubicon Project shall be (a) packed, packaged, marked and otherwise prepared for shipment in a manner which is in accordance with good commercial practice, (b) acceptable to common carriers for shipment at the lowest rate for the particular goods and in accordance with applicable regulations, and (c) adequate to insure safe arrival at the named destination. Supplier agrees to mark all containers with necessary lifting, handling, and shipping information and also Order numbers, date or dates. A packing list must be enclosed in all shipments showing the Order number and exact quantity and description of the goods shipped.

16. RISK OF LOSS:

Regardless of the method of shipment used, Supplier agrees to deliver all product specified on the Order to the location(s) specified on the Order at Supplier's own

risk. Supplier shall bear the risk of loss, destruction or damage until the items are accepted by Rubicon Project.

17. DELIVERY:

Time is of the essence. Supplier agrees to comply with Rubicon Project's shipping, delivery, installation or startup schedules (as applicable) without any delay and without anticipating Rubicon Project's requirements, and shall comply with the provisions and follow the procedures outlined in the Rubicon Project Inbound Routing Guide that has been provided separately to Supplier or is available upon request. Shipments must equal the exact amounts identified in the Order and no partial shipments or runt cartons, changes or substitutions in specifications may be made without Rubicon Project's prior written consent. Rubicon Project's acceptance of late shipments or partial shipments shall not constitute a waiver of any of Rubicon Project's rights to collect damages for goods not delivered or for late delivery. Supplier shall report to Rubicon Project any delays in a schedule immediately as they become known to Supplier. Rubicon Project reserves the right to cancel the Order and effect cover if Supplier cannot comply with the schedule(s) indicated on the Order. If dates are not specified on the Order, Supplier shall procure materials, fabricate, assemble and ship goods or provide services only as authorized by shipment releases Rubicon Project issues to Supplier. Rubicon Project may return over shipments to Supplier at Supplier's expense for all packing, handling, sorting and transportation. Rubicon Project may from time to time, and with reasonable notice, suspend schedules specified in the Order or such shipment releases. If it becomes necessary for Supplier to ship by a more expensive mode than specified on the Order in order to meet a schedule, Supplier shall pay any resulting premium transportation cost unless Supplier can establish to Rubicon Project's satisfaction that the necessity for the change in routing is occasioned by force majeure events.

18. ACCEPTANCE:

Payment by Rubicon Project for the products or services delivered hereunder shall not constitute Rubicon Project's acceptance. Rubicon Project retains the right to inspect the products or services performed and to reject any or all of the products or services performed which are in Rubicon Project's judgment defective, as well as the right to inspect Supplier's manufacturing operations, handling and storage of products and raw material, including the equipment used to manufacture the products. Rubicon Project will give Supplier reasonable notice of any planned Supplier site visit. No inspection or test made prior to final acceptance shall relieve Supplier for defects or other failure to meet the requirements of this Agreement. Products rejected by Rubicon Project and products supplied in excess of quantities called for herein may be returned to Supplier at Supplier's expense. In addition to Rubicon Project's other rights, Rubicon Project may charge Supplier all expenses of unpacking, examining, repacking, and reshipping such goods. In the event Rubicon Project receives goods whose defects or nonconformity is not apparent on examination, resulting in deterioration of Rubicon Project's finished product, Rubicon Project reserves the right to require the replacement, as well as payment of any resulting damages. When a shipment is rejected based upon Rubicon Project's

inspection, and such rejection increases the risk of jeopardizing Rubicon Project's production schedules by reason of the fact that at least some of the products are necessary to meet such production schedules, then Rubicon Project, at its option, may charge Supplier for the reasonable costs of an increased level of inspection up to and including inspection of each of the products comprising such shipment.

19. RUBICON PROJECT PROPERTY:

Any material or parts furnished by Rubicon Project intended for use by Supplier in Supplier's execution of Supplier's duties as required by this Order are held by Supplier on consignment. All such materials or parts not used by Supplier in connection with this Order shall be returned to Rubicon Project at Supplier's expense unless Supplier is otherwise directed in writing. If not accounted for or not returned to Rubicon Project, Supplier shall pay or reimburse Rubicon Project for such materials or parts. All such materials or parts will be kept insured by Supplier at Supplier's expense in an amount equal to the replacement cost with a loss payable to Rubicon Project.

20. ASSIGNMENT / DELEGATION / SUBCONTRACTING:

Supplier may not assign, delegate, subcontract or transfer any Order, the work required to be done or any payments to be made hereunder without Rubicon Project's prior written approval. In the event of agreed delegation or subcontracting, Supplier shall continue to be liable with respect to all of the obligations or a liability assumed by it hereunder and hereby guarantees satisfactory performance of the Agreement, if any, by its delegate or subcontractor. Supplier shall enter into a written agreement with any permitted subcontractor, which, at a minimum, meets the insurance requirements of these terms and conditions and includes provisions protecting Rubicon Project's Confidential Information in a manner consistent with the terms of this Agreement. All claims for monies due or to become due from Rubicon Project shall be subject to deduction by Rubicon Project for any setoff or counterclaim arising out of this or any other Orders with Supplier whether such setoff or counterclaim arise before or after such assignment, delegation, subcontracting or transfer by Supplier.

21. COMPLIANCE WITH LAWS. General:

Supplier shall comply with all laws applicable in any jurisdiction in which any products or services are produced for, or delivered or provided to Rubicon Project • Environmental, Health and Safety Compliance: Supplier also represents and warrants that products it supplies or delivers under this Agreement shall comply with all applicable national and international environmental, health, safety or product safety laws, regulations, treaties or other legal requirements relating to the manufacture, distribution, use and sale of the products, including those requirements relating to the presence or use of chemicals or other materials in products (including but not limited to the laws and regulations of the United States (e.g., the Toxic Substances Control Act, the European Union (e.g., the Directive on the Restrictions

on use 6 of Hazardous Substances in Electrical and Electronic Equipment) and international law (e.g., the Montreal Protocol relating to ozone-depleting substances). Supplier shall obtain a similar agreement from all of its subcontractors. Supplier agrees to obtain and furnish any information reasonably requested by Rubicon Project, including test reports prepared by certified and accredited testing laboratories relating to lead, phthalates and heavy metals content in the products, to enable Rubicon Project to ensure its own compliance with product safety laws, and to confirm compliance with this provision or to determine the environmental, health or safety effects of materials or chemicals contained in or used by a product provided to or delivered on behalf of Rubicon Project by Supplier. Supplier also agrees to indemnify Rubicon Project against any loss, expense and penalty incurred by Rubicon Project as the result of Supplier's failure to comply with this provision.

22. REMEDIES:

Rubicon Project's remedies shall be cumulative and shall include any remedies allowed by law. Waiver of any breach by Rubicon Project shall not constitute Rubicon Project's waiver of any other breach of the same or any other provision. Acceptance of any items or payments therefore shall not waive any breach.

23. Miscellaneous.

This Agreement constitutes the complete and exclusive agreement between the parties relating to the subject matter hereof. It supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to this subject matter. This Agreement may not be modified or altered except by written instrument duly executed by both parties. If any provision of this Agreement is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the parties, and the remainder of the Agreement will remain in full force and effect. The waiver or failure of either party to exercise any right provided for herein will not be deemed a waiver of any further right hereunder. All provisions hereof relating to proprietary rights, confidentiality and non-disclosure, and indemnification will survive the termination of this Agreement. This Agreement and the parties' performance hereunder will be governed by the laws of the State of California, without regard to its conflicts of laws rules. Any dispute between the parties arising out of or relating to this Agreement may be adjudicated only in a state or federal court located in Los Angeles County, California, and the parties irrevocably submit to the exclusive jurisdiction of such courts and agree not to argue that any other forum would be more convenient for adjudicating any such dispute. This Agreement may be executed in counterparts, each of which will constitute an original, and all of which will constitute one agreement.

- See more at: <http://rubiconproject.com/terms-conditions/purchase-requisition-terms-and-conditions/#sthash.R8CGVtua.dpuf>