

EXHIBIT 'B'

This Exhibit B is entered into as of the 26th day of March 2020 by and between Kubient, Inc. ("Kubient"), and The Associated Press ("Customer"). This Exhibit is hereby incorporated into and made a part of the Master Services Agreement (the "Agreement") between the Parties (Effective Date: February 5, 2020).

NATURE OF ENGAGEMENT: Customer has retained Kubient to help increase revenue from its consumer offerings, including but not limited to its websites, apps, videos, and podcasts.

SERVICES: Kubient shall provide to Customer advertising and related business revenue consultation with respect to the AP News site, AP News mobile app, AP DNE sites and widgets. This includes all categories identified in the threshold table in Schedule 1 to Exhibit B.

REVENUE SHARE/FEE: Commencing on March 1, 2020 and thereafter, the Parties shall share revenue generated from Customer's consumer offerings, including but not limited to its content, technology, traffic, data, websites, apps, videos and podcasts, without offset and regardless of which Party is responsible for securing such revenue, as per the attached Schedule 1.

RECONCILIATION/PAYMENT TERMS: The Parties agree to reconcile revenue numbers and the revenue share calculations no later than 10 days following the end of each calendar month during which the Services were rendered. Subject to the doctrine of sequential liability, payment shall be made to the appropriate Party net 30 days from the end of the calendar month.

NON-CIRCUMVENT: As part of the Services provided under the Agreement and any applicable exhibits, Kubient will be working with and introducing certain third-party advertisers, sponsors, agencies, media buyers, service providers, vendors, publishers, affiliates and/or media partners (collectively "Third-Party") with whom Customer does not have a pre-existing relationship. During the Term and any renewal terms of the Agreement, and for a period of one (1) year following the expiration or earlier termination thereof, Customer agrees not to work with, directly or indirectly, any Third-Party that Customer comes to know through disclosure by Kubient as part of the Services, without the express written consent of Kubient and compensation to Kubient under the applicable exhibit and/or schedule. *Provided however*, this provision shall not apply in the event Customer can establish, in writing, that it had a preexisting working relationship with such Third-Party prior to the Agreement and without Kubient's assistance. Customer acknowledges that this provision is reasonable and necessary for the protection of Kubient and that Kubient will be irrevocably damaged if such covenant is not specifically enforced. Customer further agrees that Kubient will be entitled to seek injunctive relief for the purpose of restraining Customer from violating this covenant (and no bond or other security shall be required in connection therewith) in addition to any other relief to which Kubient may be entitled under the Agreement.

NON-SOLICITATION: During the Term and any renewal terms of the Agreement, and for a period of one (1) year following the expiration or earlier termination thereof, Customer shall not, without Kubient's prior written consent, directly or indirectly (i) solicit or encourage any person to leave the employment or other service of Kubient; or (ii) hire, on behalf of Customer or any other person or entity, any person who has left the employment of Kubient within the one (1) year period following the termination or end of that person's employment. During the Term and any renewal terms of the Agreement, and for a period of one (1) year following the expiration or earlier termination thereof, Customer shall not, whether for its own account or for the account of any other person or entity, interfere with the relationship of Kubient with, or endeavor to entice away from Kubient, any person or entity who was or is an employee or Third-Party of Kubient.

CONFLICTING TERMS: The Schedule 1 shall supersede the flat fee and Initial Revenue Share set forth in Exhibit A. The payment term provision above shall supersede the payment term provision set forth in Exhibit A.

IN WITNESS WHEREOF, the parties hereto have caused this Exhibit A to be executed by their duly authorized representatives as of the 26th day of March, 2020.

Kubient Signature:

By: /s/ Paul Roberts

Its: President

Date: 3/27/2020

Customer Signature:

By: /s/ Ted Mendelsohn

Its: VP, Commercial Mkts

Date: 3/27/2020

SCHEDULE 1 TO EXHIBIT 'B'

This Schedule 1 to Exhibit B ("Schedule 1") is entered into as of the 26th day of March, 2020 by and between Kubient, Inc. ("Kubient"), and The Associated Press ("Customer"). This Schedule 1 is hereby incorporated into and made a part of Exhibit B to the Master Services Agreement between the Parties (Effective Date: February 5, 2020).

Type	Monthly Revenue*	Below Threshold		Above Threshold	
	Threshold	Customer	Kubient	Customer	Kubient
Programmatic/Display	\$ 300,000.00	90 %	10 %**	50 %	50 %
Video	\$ 30,000.00	100 %	0 %	50 %	50 %
Direct Deals***	Undertone	100 %	0 %	50 %	50 %
Native****	\$ 100,000.00	100 %	0 %	50 %	50 %
Data/Newsletter	\$ -	0 %	0 %	50 %	50 %
Podcasts	\$ -	0 %	0 %	50 %	50 %
Other	\$ -	0 %	0 %	50 %	50 %

*All "Revenue" calculations shall refer to gross revenue actually received by the collecting party less client credits and allowances for returns, but without any deduction or offset for costs incurred by either Party, except for "Direct Deals". For "Direct Deals", "Revenue" shall refer to Net Revenue, defined as gross revenue actually received by the collecting party less client credits and allowances for returns and less any agreed upon costs incurred by either Party in support of a "Direct Deal" for such things as production, photography, video, content creation and/or media buying (i.e. Nativo).

Programmatic/Display refers to revenue generated by the following clients and any additional clients that AP adds during the term: Google Adexchange, Index Exchange, OpenX, Smaata, Rhythm One; Rubicon; TripleLift; Amazon; DistrictM; AppNexus; Xandr; Media.net; Criteo; Sovm; Saamba; AOL Marketplace **Kubient "Below Threshold" monthly compensation shall act as a guaranteed draw against any Kubient "Above Threshold" monthly compensation generated from any/all Types of "Revenue". This compensation shall expire on September 1, 2020, such that Kubient shall not be entitled to or receive after the month of August.

***"Direct Deals" shall refer to any sort of sponsorship or customized off-platform opportunity (e.g., via AP's native or social media channels) introduced by Kubient. Kubient shall have no right to or interest in "Revenue" generated from Direct Deals with Regions Bank, Undertone, or Healthgrades. Kubient shall have no right to or interest in "Revenue" generated from Nativo, except for new "Direct Deals" introduced by Kubient that generate Net Revenue.

****"Native" ad-based revenue is generated by Taboola. Kubient shall have no right to or interest in any "Above Threshold" Native ad- based revenue generated by Taboola.

ACKNOWLEDGEMENT: Customer acknowledges and agrees that the above calculations are based on its own revenue reports and present a fair, reasonable and accurate representation of its monthly average digital revenue.

IN WITNESS WHEREOF, the parties hereto have caused this Exhibit B to be executed by their duly authorized representatives as of the 26th day of March, 2020.

Kubient Signature:

By: /s/ Paul Roberts

Its: President

Date: 3/27/2020

Customer Signature:

By: /s/ Ted Mendelsohn

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