

Terms and Conditions

In these Terms and Conditions, the parties shall be referred to, as applicable to the engagement between the Parties, as a Provider or as a Recipient of search feed monetization services and a distributor of extension software, search results feed and monetization (all, the: "**Services**")

1. SERVICES

1.1 Subject to the terms of this Agreement, Provider shall provide, and Recipient shall receive, Search Feed services from Provider, according to separate Insertion Orders and subject to the Provider use-guidelines and technical instructions as shall be from time to time.

1.2 Provider warrants that (a) it has the necessary licenses, approvals, technology, skill and experience to provide Services (b) To observe all applicable laws, statutes, regulations, directions and codes, and the Search Feed upstream platforms (Google, Yahoo, Bing etc.).

1.3 Recipient warrants that (a) it shall observe all applicable laws, statutes, regulations, directions and codes, including without limitation, relevant regulations and data protection and privacy legislation. and (b) all the information that Recipient provides to Provider is complete and accurate.

1.4 Nothing contained in this Section, or any other part of these Terms, shall constitute legal or professional advice regarding any matter referenced herein, and shall not assume any liability or responsibility upon any Party to verify or check the compliance of the other Party with any applicable laws.

1.5 Provider shall use its customary procedures to provide support in connection with the Service.

2. PARTIES OBLIGATIONS

2.1 Obligations of Provider:

- a) Provider must have the necessary ownership, licenses, permissions, rights or consents to provide the Search Feed service.
- b) Provider must act in lawful and professional manner at all times when providing the Services.
- c) Provider may NOT: (a) cheat, defraud or mislead Recipient, in any manner; (b) engage in any activities that may be harmful to Recipient image, goodwill or reputation; (c) knowingly include Unacceptable Content (as defined below) on the Services; or (d) breach any on the terms of this Agreement or any applicable laws and regulations.

2.2 Obligations of Recipient:

- a) Recipient shall remain fully responsible for the content of its media and its compliance with this Agreement and any applicable law. Provider reserve the right to accept, reject or terminate any Recipient or Recipient's media from inclusion in the Service in its sole discretion, with or without notice.
- b) Recipient must have: (a) the necessary ownership, licenses, permissions, rights or consents receive the Services (B) the necessary licenses, permissions, rights or consents to use all trademarks, copyrights, trade secrets or other proprietary rights in and to the content on Recipient media and (c) not have Unacceptable Content (as defined below) on its media.
- c) Recipient must publish, in clear and prominent way, suitable terms of service and privacy policy which are clear to the end-user and are in accordance with the most updated privacy, anti-spam, GDPR, use of cookies and other applicable laws and regulations.
- d) Recipient Media must abide by all applicable local, state, national and international laws and regulations.
- e) Recipient acknowledges that Provider may need to perform emergency maintenance or otherwise suspend or degrade the Services without prior notice at any time and for any reason.

2.3 "Unacceptable Content" shall mean, including but not limited to:

- erotic or pornographic materials.
- obscene, vulgar, illegal, unlawful, defamatory, fraudulent, libelous, harmful, harassing, abusive, threatening, invasive of privacy or publicity rights, hateful, racially or ethnically offensive, inflammatory, or otherwise inappropriate content as decided by RECIPIENT.
- illegal activities, promote or depict physical harm or injury against any group or individual, or promote or depict any act of cruelty to animals.

- material that impersonates any person or entity or otherwise misrepresents PROVIDER or PROVIDER Website's users in any way.
- software viruses or any computer code, file or program designed to interrupt, destroy, limit or monitor the functionality of any computer software or hardware or any telecommunications equipment.
- Active-X elements or similar technology.
- contain or advertise "malware sponsors."
- Phishing for information, mislead users, or include any content which forces users to take any action (e.g., warnings, locking notifications, etc.).
- contain or advertise torrents, "warez" or similar content.
- contain or advertise stolen scripts.
- promote or incentivize online activity to surf websites, click on ads or engage in any activity that artificially enhances website, advertiser or other metrics.
- promote the production of fake documents, the copying of materials or paper mills.
- promote drugs or any related paraphernalia.
- contain illegal MP3 sites/directories, and/or P2P (not approved by RIAA)/Bit-Torrent sites, and/or Spyware or malicious code of any sort and/or alternatively questionable areas
- promote content that is targeted to anyone under the age of eighteen (18) years.
- be under construction or incomplete.
- use any third-party trademarks without appropriate authorization and may not create a likelihood of confusion for consumers or dilute any third-party trademarks.
- attempt to profit from human tragedy or suffering.
- constitute, encourage or provide instructions for a criminal offense, a violation of the rights of any party (including the infringement of anyone's intellectual property rights), or otherwise create liability or violate any local, state, national or international law.
- interferes with, corrupts, manipulates or otherwise alters an End User's Device, including the storage of any unauthorized, hidden or tracking file on such Device.

3. PAYMENT:

3.1 Payment: payment shall be calculated according to the Company's Billing statistics, which may vary according to the Search Feed Upstream Platforms, and in compliance with the applicable IO and this Agreement. Payment is contingent upon collection of corresponding payments from the Search Feed upstream platform.

3.2 Invoices and settlements: Settlement shall be made on a Net+45 basis (Unless otherwise agreed between the parties in writing), from the collections of correspondence payments and against a validly issued invoice, and subject to chargebacks, deduction or similar expenses inflicted by Search Feed upstream platforms.

3.3 Currency: Unless otherwise noted, all payments shall be made in US Dollars.

3.4 Taxes: Each Party shall bear its own Taxes. If the Provider is required by law to make any deduction or withholding from any payment due hereunder, then the Provider shall pay the full amount of such taxes and such additional amounts, if any, as may be necessary so that every payment of all amounts due under the Agreement, after withholding or deduction for or on account of any taxes, shall not be less than the amount provided for in the Agreement if no such withholding or deduction had been required. The term "**Taxes**" means all taxes, levies, imposts, deductions, charges or withholdings and all related liabilities, including interest, penalties or additions thereto.

3.5 Dispute: Any dispute on the amount due can be opened, ONLY in cases of fraudulent traffic with substantial proof. Disputes can be resolved only 30 days after the month's end. If a dispute is not settled in good faith between the Parties, the Company's statistics shall prevail.

3.6 Discrepancies: The parties agree to work together in good faith to reconcile any accounting discrepancies. If the discrepancy will be greater than 10%, the difference should be shared 50/50 between the Parties as making good on the discrepancy on the part of both Parties.

4. TERM & TERMINATION:

4.1 Term: The term of this Agreement shall begin on the Effective Date and continue for a period of 12 months from the Effective Date (the “Term”). The Term shall be automatically renewed for additional 12 months period(s), if not terminated in accordance pursuant to this Agreement.

4.2 Termination for Convenience: Either party may terminate this Agreement for any reason by providing the other party with thirty (30) days prior written notice.

4.3 Termination for cause: In addition to any other rights of termination provided for herein, this Agreement may be immediately terminated by any party if:

- The other party commits a material breach of its obligations hereunder that is not cured within ten (10) days after written notice thereof from the non-breaching party, or

- A petition in bankruptcy or other insolvency proceeding is filed by or against the other party, or if an application is made for the appointment of a receiver for the other party of its property, or if the other party makes an assignment for the benefit of creditors, is unable to pay its debts regularly as they become due, or ceases carrying on business in the ordinary course.

4.4 Effects of Termination and Survival: Upon termination or expiration of this Agreement, all rights granted herein will revert to the granting party and all licenses will terminate. Except as otherwise provided herein, any termination or expiration of this Agreement shall be without prejudice to any other rights or remedies a party may be entitled to under this Agreement or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision of this Agreement which is expressly or by implication intended to come into or continue in force on or after such termination or expiration.

4.5 Return/Destruction of Confidential Information: Within thirty (30) days of any termination or expiration of this Agreement, each party will return to the other party or destroy all Confidential Information of the other party.

5. REPRESENTATIONS, WARRANTIES & COVENANTS:

5.1 Each party represents, warrants and covenants, throughout the Term of this Agreement, to the other Party, that it: has the authority to enter into this Agreement; that its execution of this Agreement and performance of its obligations under this Agreement do not and will not violate any other agreement to which it is a party and that the terms and conditions hereof are binding on it; has the rights to grant any access or licenses granted hereunder; will comply with all applicable laws, rules guidelines and regulations, including without limitation, those set forth by the NAI and/or DAA where applicable, and any laws that apply to the use, retention and disclosure of personal information. In addition, each party represents, warrants and covenants: (a) to meet all applicable third-party terms (Android, iOS, or any other operating systems) (b) will not to do business in sanctioned territories, be engaged in bribery, fraud or other unethical conduct.

5.2 Each Party further represents, warrants and covenants that throughout the Term: (a) It will use commercially reasonable efforts to use the Services in a timely manner, using all reasonable skill and care, in accordance with prevailing industry standards; (b) the Services will not infringe upon any Intellectual Property Rights of any third party; (c) to cure any violation of the above provisions within 48 hour of becoming aware of such violation or form written notice of aforementioned by violation, according to the soonest.

5.3 Each Party acknowledges and agrees that the other Party acts as a passive mediator and has no does not warrant the correctness, accuracy, timeliness, reliability of any information or services results etc., and make any representations regarding the level of consumption or expenditure.

6. INTELLECTUAL PROPERTY:

6.1 During the Term, Recipient shall have a limited, non-transferable, non-exclusive right to access and use the Services solely as provided herein.

6.2 Each party agrees to not use the other’s Marks (domain names, trademarks and logos and other branding elements) of the other party, without express written consent.

6.3 “Intellectual Property Rights” means (a) any and all proprietary rights provided under, (i) patent law, (ii) copyright law, (iii) trade-mark law, (iv) design patent or industrial design law, or (v) any other statutory provision or common law principle applicable to this Agreement, including trade dress and trade secret law, which may provide a right in either ideas, formula, algorithms, concepts, inventions or know-how, or the expression or use of such ideas, formula, algorithms, concepts, inventions or know-how; and (b) any and all

applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.

6.4 Recipient acknowledges and agrees that it does not have any rights in or title to any of the Intellectual Property Rights contained in Provider's systems or services. However, Interaction Data (as defined below) shall belong solely to Recipient or the applicable Advertiser, and shall not be used by the PROVIDER for any other purpose other than the under this Agreement. "Interaction Data" means data collected solely from and relating to an end user's interaction with Recipient's media or advertisements sold and delivered as part of the Services.

6.5 Provider acknowledges and agrees that it does not have any rights in or title to any of the Intellectual Property Rights contained in the Recipient media, except for the right to activate the Services.

7. CONFIDENTIALITY:

7.1 "Confidential Information" means the disclosing party's (a) trade secrets, business plans, strategies, methods and/or practices; (b) software, tools, trade secrets, know-how, designs, technical information, proprietary methodologies, computer systems architecture and network configurations; (c) any other information relating to such party that is not generally known to the public, including information about its personnel, products, customers, financial information, marketing and pricing strategies, services or future business plans; and (d) any other information which, from all the relevant circumstances, should reasonably be assumed to be confidential and proprietary.

7.2 Each party agrees that it will not disclose any Confidential Information of the other party to any third-party, and that it will not use Confidential Information for any purpose not permitted under this Agreement. Each party will protect the Confidential Information of the other party in the same manner that it protects its own confidential and proprietary information, but in no event shall such protection be less than a reasonable standard of care. This clause does not cancel any existing non-disclosure or confidentiality agreements between the parties.

7.3 The foregoing obligations shall not apply to the extent Confidential Information of a disclosing party: must be disclosed by the receiving party to comply with any requirement of law or order of a court or administrative body including any applicable stock exchange (provided that each party agrees to the extent legally permissible to notify the other party upon the issuance of any such order, and to cooperate in its efforts to convince the court or administrative body to restrict disclosure); or is known to or in the possession of the receiving party prior to the disclosure of such Confidential Information by the disclosing party, as evidenced by the receiving party's written records; or is known or generally available to the public through no act or omission of the receiving party; or is made available free of any legal restriction to the receiving party by a third party; or is independently developed by the receiving party without use of any Confidential Information.

7.4. Recipient agrees to not to contact or solicit Provider's providers (other than the search feed upstream providers) and Employees who were introduced or became known to Recipient through the implementation of this Agreement, to terminate or reduce their relations with Provider or to work with or for Recipient, without Provider's prior written consent, for the term of this Agreement and for 3 years thereafter.

7.5. Provider agrees to not to contact or solicit Recipient's providers and Employees who were introduced or became known to Provider through the implementation of this Agreement, to terminate or reduce their relations with Recipient or to work with or for Provider, without Recipient's prior written consent, for the term of this Agreement and for 3 years thereafter.

8. INDEMNIFICATION AND LIMITATION OF LIABILITY:

8.1 NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR OTHER SIMILAR DAMAGES NOR FOR ANY LOSS OF PROFITS, LOSS OF REVENUES OR LOSS OF SAVINGS, WHETHER UNDER TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHER THEORIES OF RECOVERY, EVEN IF ANY SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PROVIDER'S LIABILITY ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER EXCEED THE AGGREGATE AMOUNTS PAID UNDER THIS AGREEMENT BY RECIPIENT TO PROVIDER FOR THE SERVICES DURING THE THREE (3) MONTHS PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

8.2 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, PROVIDER DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A

PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. FURTHER, PROVIDER EXPRESSLY DISCLAIM ANY OBLIGATION TO DEFEND, INDEMNIFY OR HOLD PROVIDER HARMLESS IN CONNECTION WITH ANY LAWSUIT OR OTHER PROCEEDING ARISING OUT OF PARTICIPATION OR USE OF PROVIDER PLATFORM OR SERVICES. IN ADDITION, PROVIDER MAKE NO REPRESENTATION OR WARRANTY THAT THE OPERATION OF THE PROVIDER OR ANY RELATED SERVICES WILL REMAIN UNINTERRUPTED OR ERRORFREE.

8.3 Each Party's maximum cumulative liability in aggregate to the other Party arising out or related to this Agreement shall not exceed, in any case, the amount equal to two times the average invoice of the last 12 months prior to the incident occurred whereby liability arose.

8.4 Each Party hereby agrees to defend, indemnify and hold harmless, the other Party and their respective officers, directors, agents and Employees from any and all liabilities, losses, expenses, damages, and costs (including, without limitation, reasonable attorneys' fees) that may at any time be incurred by any of them by reason of any third party claims, actions, suits or proceedings relating to or arising out of: (i) any breach (or, as to defense obligations only, alleged breach) by the indemnifying Party or anyone on its behalf of any term, condition, representation or warranty under this Agreement or the applicable laws; (ii) infringement of Intellectual Property Right of a third party.

8.5 Provider does not warrant or guarantee the performance of the internet or that the transmission of information over the internet will be secure or that the internet will be accessible at all times, error-free, uninterrupted or of a particular quality or specification.

8.6 Provider reserves the right to suspend or deactivate the Recipient's use of the Provider Service at any time, without liability to the Recipient, for any period and for any reason including where Provider believes that it is necessary to do so to protect the interests of Provider, End Users, other provider recipients or any third party. Provider is under no obligation to notify the Recipient of the reason for such suspension.

9. GENERAL:

9.1 Entire Agreement - This Agreement constitutes the entire agreement between the Parties and supersedes all prior negotiations, representations, proposals, understandings and agreements whether written or oral relating to the subject matter of this Agreement. Any changes or amendments to the Agreement must be executed in writing by both Parties. However, Provider shall be entitled to vary the any guidelines for the Services and/or any technical specifications.

9.2 Survivability - If any of the provisions of this Agreement become invalid, illegal or unenforceable, the validity or enforceability of the remaining provisions shall not in any way be affected or impaired. In such circumstances, the Parties shall negotiate in good faith in order to agree the terms of a mutual satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision, which is found to be invalid, illegal or unenforceable.

9.3 Waivers – except if otherwise stated in the Agreement, failure or delay by either Party to this Agreement to exercise or enforce any right, power or remedy under this Agreement shall not be deemed to operate as a waiver of any such right, power or remedy.

9.4 Dispute Resolution and Jurisdiction: If a dispute, claim, question or difference between the Parties (a "Dispute") arises regarding the Agreement, each Party will nominate a business manager (together the "Business Managers") to consult and negotiate for at least 14 days to resolve such Dispute. If the Business Managers are unable to resolve the Dispute, the matter will be escalated to each Party's CEO or Managing Director (or equivalent position) for resolution for at least another 7 days. After expiration of the time set forth above, either Party may seek any form of judicial or other relief that may be available to such Party unless the Parties agree in writing to suspend such activities pending further negotiation of such Dispute. This Agreement shall be governed by the laws of Israel without regard to conflicts of law provisions and the courts of Tel Aviv Israel shall have exclusive jurisdiction over this Agreement and the relationship between the Parties. Notwithstanding the foregoing, either Party may seek or obtain injunctive or other equitable relief at any time in any court of competent jurisdiction to prevent the unauthorized disclosure of Confidential Information or violation of intellectual property rights or to collect funds owned.

9.5 Assignment: Neither party may transfer or assign this Agreement or its obligations under this Agreement, in whole or in part, without the prior written consent of the other party (which consent will not be unreasonably delayed or withheld), except that a party may assign all of its rights and obligations under this Agreement to a successor (whether by sale, acquisition, merger, operation of law, or otherwise) if the successor agrees in writing to fulfill all of the assigning party's obligations under this Agreement. In addition,

PROVIDER is permitted to assign this Agreement to an affiliate of PROVIDER as part of an internal reorganization. This Agreement will be binding upon and inure to the benefit of the parties and their respective permitted successors and permitted assigns. Assignment in violation of the above shall be void.

9.6 Relationship of The Parties: Nothing in this Agreement shall create or be deemed to create a partnership, joint venture or employment relations between the Parties and nothing in this Agreement shall be construed to appoint one Party as the distributor, dealer or agent of the other.

9.7 Data Protection: Each Party shall comply with: (a) all applicable data protection and data privacy laws and regulations; and (b) any policies and/or procedures published by the other Party from time to time and notified to the Party in respect of its storage, use, transfer and processing of any personal data (as defined in data protection laws and regulations, meaning any laws, regulations, rules, guidelines or standards relating to data protection, confidentiality, data security, data privacy or similar matters from any supranational, federal, national, state, provincial or local government, any financial or other regulator (whether established by legislation or otherwise).

9.8 Counterparts and Electronic Copies This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. The Parties agree that this Agreement (including its counterparts) may be executed electronically, including but not limited to by way of giving a consent by accepting an "I Agree" checkbox online, and that electronic copies of this Agreement (including its counterparts) shall be binding upon the Parties to the same extent as manually executed copies.

9.9 Notices: Except as otherwise expressly provided in this Agreement, all notices sent by one Party to the other Party pursuant to or in connection with this Agreement shall be in writing and shall be deemed to have been sufficiently given and received for the purposes of this Agreement if sent to the other Party at the email address as set forth below and shall be deemed received upon confirmation of receipt.