

Datadrives T&C

The parties hereby agree to the following terms:

1. Scope

- a. Under the terms of this Agreement, Supply Side, which is the owner or the rightful licensee for placing advertisements (“**Websites**”) will use commercially reasonable efforts to make Supply Side Ad Exchange, that offer advertising placement on Websites (“**Advertising Space**”), available for Demand Partner, which represents that it is authorized to deliver digital advertising material (artwork, copy, or URLs, whether in the form of banners, pop-unders, pop-ups, advertising copy, or otherwise, hereinafter: "**Advertisements**" or "**Advertising Material**") on behalf of Demand Partner's advertisers (i.e. agencies, advertisers and/or group of advertisers, as registered with Demand Partner, hereinafter: "**Advertisers**") with respect to Ad Requests (or "Bid Requests", which means a call to the Demand Side system or platform in accordance with the Specifications in order to request a Real Time Offer or Bid (where "**Real Time Offer**" means an offer by the DSP to serve and pay for an Impression of an Advertisement to an End User, including the Bid made for that Impression, in accordance with the Specifications and "**Bid**" means the price that the DSP is prepared to pay for the advertising Impression (the display of an Advertisement on an End- User's device as a result of an Accepted Offer (as defined below).
- b. 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.

2. Specifications and Restrictions

- a. Service orders shall be agreed upon by separate Insertion Order(s) or through Supply Side platform ("**IO**") on the Demand Partner account on the Supply Side platform (the "**Account**"). Demand Partner represent and warrant that all information that Demand Partner provides to Demand Partner in creating the account is complete and accurate.
- b. "**Specifications**" means Supply Side specifications of the Services, including the version of the OpenRTB industry standard specifications used by Supply Side at the relevant time, as may be updated from time to time by Supply Side.
- c. Demand Partner must submit its Advertising Material for acceptance into the service, without assuming any liability on Supply Side. In case Demand Partner operates an advertising network, ad agency etc., it does not need to submit the Advertising Material but shall remain fully responsible for the content of the Advertising Material and its compliance with this Agreement and any applicable law. Supply Side reserve the right to accept, reject or terminate any Advertising Material from inclusion in the Service in its sole discretion, for any and no reason, with or without notice.
- d. Demand Partner may not: (i) take any action that imposes, or may impose, in our sole discretion, an unreasonable or disproportionately large load on our technology infrastructure or otherwise make excessive

demands on it. (ii) any automated means, including robots, crawlers or data mining tools, to download, monitor or use data or content from the Service. (iii) Forge headers or otherwise manipulate identifiers in order to disguise the origin of any information Demand Partner transmit to or from the Service. (iv) Disable, circumvent, or otherwise interfere with security related features of the Service or features that prevent or restrict use or copying of any content or which enforce limitations on the use of the Service or the content.

3. Representations, Warranties and Covenants

a. Demand Partner must ensure that the Demand Partner's system(s) are compatible with the industry standard specifications and are operational in order to receive Ad Requests and can properly determine whether to make an offer or bid and to receive confirmation of any Accepted Offer.

b. Supply Side shall use its customary procedures to provide support in connection with the Supply Side service. Supply Side reserves the right to change its customary procedures from time to time for any reason without prior notice to the Demand Partner. Supply Side shall use reasonable endeavors to notify the Demand Partner in advance of any scheduled maintenance work on the Supply Side advertising exchange and the Demand Partner acknowledges that Supply Side may need to perform emergency maintenance or otherwise suspend or degrade the Supply Side Service without prior notice at any time and for any reason.

c. Each of the Parties each agree and undertake to the other that in connection with this Agreement and the transactions contemplated by this Agreement, they will each respectively comply with all applicable laws, rules, regulations of the Israel or any other relevant jurisdiction in which it conducts business, relating to anti-bribery and anti-money laundering.

d. Supply Side will use reasonable endeavors to require that any Supply Side Party who enables End Users to request Advertisements from Supply Side, will not (i) allow or permit Advertisements to appear adjacent to Restricted Content or (ii) allow or permit Impression manipulation (a practice designed to artificially inflate the number of Impressions. For example, forced visit traffic, bot traffic, ad stacking, spyware, adware, popups or pop-under, invisible or nested invisible IFRAMEs, the automatic intentional reloading/refreshing of any code with the intention to register multiple impressions).

e. Demand Partner warrants and represents that each Advertisement does not contain Restricted Content (as defined below), complies with the Editorial Guidelines and does not and will not infringe the Intellectual Property Rights of any third party. "**Restricted Content**" shall mean, including but not limited to: erotic or pornographic materials; obscene, vulgar, illegal, unlawful, defamatory, fraudulent, libellous, harmful, harassing, abusive, threatening, invasive of privacy or publicity rights, hateful, racially or ethnically offensive, inflammatory, or otherwise inappropriate content as decided by Demand Side; 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 Supply Partner or Supply Partner 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; 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 ("Device"), including the storage of any unauthorized, hidden or tracking file on such Device.

f. The Demand Partner acknowledges that Supply Side may provide an anonymized identifier for each End-User in each Ad Request, and the Demand Partner agrees that it will not process Supply Side Data for any purposes related to or which may have the effect of identifying an individual End-User (whether directly or indirectly).

g. Demand Partner agrees that it will only process Supply Side Data strictly for the purposes of (i) evaluating in good faith whether to respond to, and if applicable, responding to an Ad Request with an offer of bid; and (ii) to create aggregated, anonymous data which cannot be reverse engineered or used for any purpose not permitted under this Agreement or any applicable law, and will be used solely for the purposes of internal media planning and/or internal aggregated audience profiling.

h. Demand Partner agrees that it will not use the Supply Side data: (i) to undertake individual user profiling activity (e.g., by creating user profiles, including with targetable interests or location data); (ii) to create data or databases for resale or redistribution of any kind; or (iii) for any purpose or in any manner which Supply Side may notify the Demand Partner in writing from time to time is not permitted.

i. Demand Partner agrees that it will not act as a technology provider, broker or aggregator for third party bids except with the prior written consent of Supply Side, and subject to the relevant third party agreeing to such terms and conditions with Supply Side as Supply Side requires. In the event that Supply Side provides such consent, the Demand Partner shall remain responsible for the acts and omissions of any such third party as if those acts and omissions were of the Demand Partner itself.

j. Supply Side does not guarantee that an Ad Request or Bid Request could result in a successful Impression.

k. Demand Partner acknowledges and agrees that Supply Side acts as a passive mediator for the distribution of Advertiser's submitted Advertisements and does not warrant the correctness, accuracy, timeliness, reliability of any information posted via Supply Side, nor do Supply Side make any representations regarding the level of consumption or expenditure of Demand Partner.

4. Payment

a. Demand Partner will pay Supply Side according to the Billing Information (as defined below) appearing on SupplySide platform and in compliance with the applicable IO and this Agreement. During the entire term of this Agreement and as Demand Partner owes any payment to Supply Side, Demand Partner should provide to Supply Side with a dashboard login and/or statistics information API. In case Demand Partner does not operate an ad-platform, the Parties shall use Supply Side statistics information instead, and Supply Side shall provide Demand Partner information upon request.

b. "**Billing Information**" shall mean the information calculated on a "Second Price Auction" basis (a.k.a. Vickrey Auction) where the price of a winning bid is the Publisher's floor price, or in the case of multiple bids, the sum of the second highest bid plus one US cent (\$0.01). If the Demand Partner's offer or bid is the winning offer or bid in the auction, then it will become the accepted offer ("**Accepted Offer**"). In the event that no response is received from the Demand Partner, or the response fails, then the Demand Partner shall be deemed to have not made an offer or bid. Billing Information shall take into account only Real Events (where there is a bona fide real natural person that actually views ("**Impression**") or performs a click ("**Click**") on the advertisements served on his/her Computer browser or mobile devices.

c. Demand Partner responsibility to pay Supply Side is independent and regardless to the extent Demand Partner has received payment for the services from applicable Advertiser or not.

d. Demand Partner shall be solely liable for any expected or unexpected outcome of offers or bids in response to ad requests. Supply Side may send ad requests (bid requests) to the Demand Partner for reasonable testing and internal purposes. Supply Side may, at its sole discretion, block a real time offer or bid that does not comply with the terms of this Agreement or the Specifications of the Service. Supply Side does not warrant that it will always block such non-compliant offers or bids, consistently or otherwise.

e. Supply Side will issue invoices to Demand Partner within fifteen (15) Business Days after the end of each month. Demand Partner shall have the right to ask to confirm the statistics within 10 days period, where the Supply Side invoice at the end of the 10 days period shall be considered as final. Demand Partner agrees to pay the undisputed amount of the invoice within thirty (30) days of the end of each month. Failure by Supply Side to send invoice(s) in time shall not be considered a waiver of right to payment for delivery of impressions for the relevant month. As mentioned above, Demand Side shall be obligated to pay Supply Partner regardless if Demand Side has received payment from the applicable Advertiser(s) or not.

f. Each Party shall bear its own Taxes. If Demand Partner is required by law to make any deduction or withholding from any payment due hereunder to Supply Side, then the Demand Partner 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.

h. If any dispute, claim, question or difference between the Parties (a "Dispute") arises regarding the Agreement terms or payment or otherwise in relation to the Parties relationship, each Party will nominate a business manager to consult and negotiate for at least 21 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 14 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

j. Any Dispute on the amount due can be opened by the Demand Partner , ONLY in cases of fraudulent traffic proof and only if Demand Partner meets the following conditions: (1) Demand Partner has provided documented verification of the occurrence of such fraud traffic from MCR certified ad fraud technology with detailed reports which includes: dates, Publisher ID, SubID / SiteID, reason - per each single click; (2) Demand Partner notified Supply Side of the fraudulent traffic within 20 days of the end of the activity month it was first reported on the server, and (3) Demand Partner Advertiser has actually deducted payments due to such fraudulent traffic claim. The Fraud Report must detail into a granular level (Domain level, by IVT Impressions, by demand tag, by \$cost), over 10% IVT by domain. In no event, shall Demand Partner deduct any payment to Supply Side as a result of its lack of collection of fees from its Advertisers.

k. The parties agree to work together in good faith to reconcile any accounting discrepancies. If the discrepancy will be greater than 10%, Supply Side shall inform Demand Partner and the difference should be shared 50/50 between the Parties as making good on the discrepancy on the part of both Parties.

l. Without prejudice to any other rights of Supply Side, in the event of the Demand Partner failing to pay any amounts due to Supply Side on time or at all: (a) Supply Side will be entitled to charge interest both before and after any judgment on amounts overdue from the Demand Partner under this Agreement from the due date until the payment is actually made at the rate of 1.5% per month or the maximum amount allowed by law, whichever is less; and (b) Supply Side shall be entitled to disclose details of such late payment to third parties where Supply Side believes that such third parties may be impacted by or have a reason to be aware of such late payment including other parties participating in the Supply Side Advertising Exchange. If Supply Side initiates efforts to collect any payment due to it under this Agreement, the Demand Partner shall be responsible for and pay all costs and expenses incurred by Supply Side, including reasonable legal fees.

g. Unless otherwise noted, all payments shall be made in US Dollars.

7. Confidentiality

a. Each party agrees that it will not disclose any Confidential Information (as defined below) 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.

b. “**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; (b) 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.

c. 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.

d. Supply Partner agrees to not to contact or solicit Demand Side's advertisers, providers and Employees who were introduced or became known to Supply Partner through the implementation of this Agreement, to terminate or reduce their relations with Demand Side or to work with or for Supply Partner, without Demand Side's prior written consent, for the term of this Agreement and for 5 years thereafter.

e. 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.

6. Intellectual Property

a. In this Agreement, "Intellectual Property Rights" shall mean (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.

b. During the Term, Supply Partner shall have a non-exclusive right to access and use the Advertising Space solely as provided herein and under a limited, non-transferable, revocable license.

c. Supply Partner acknowledges and agrees that it does not have any rights in or title to any of the Intellectual Property Rights contained in the Advertising Materials, except for the right to display the advertisements on the Websites in accordance with this Agreement. Supply Partner agrees that it will not use the Advertising Materials for any purpose other than display on the Websites as contemplated herein.

d. "Interaction Data" means data collected solely from and relating to an end user's interaction with advertisements sold and delivered as part of the Advertising Space, excluding any information that directly

or indirectly connects such data to the applicable Website or its brand, content and context. Interaction Data shall belong solely to Demand Side or the applicable Advertiser, and shall not be used by the Supply Partner for any other purpose other than the under this Agreement.

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

f. Demand Partner agrees to not to approach or solicit Supply Side's publishers, providers and Employees who were introduced or became known to Demand Partner through the implementation of this Agreement, to terminate or reduce their relations with Supply Side or to work with or for Demand Partner, without the Supply Side prior written consent, for the term of this Agreement and for 5 years thereafter.

8. No Warranty and Limitation on Liability

a. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SUPPLY SIDE 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, SUPPLY SIDE EXPRESSLY DISCLAIM ANY OBLIGATION TO DEFEND, INDEMNIFY OR HOLD SUPPLY SIDE HARMLESS IN CONNECTION WITH ANY LAWSUIT OR OTHER PROCEEDING ARISING OUT OF PARTICIPATION OR USE OF SUPPLY SIDE PLATFORM OR SERVICES. IN ADDITION, SUPPLY SIDE MAKE NO REPRESENTATION OR WARRANTY THAT THE OPERATION OF THE SUPPLY SIDE PLATFORM OR ANY RELATED SERVICES WILL REMAIN UNINTERRUPTED OR ERRORFREE.

b. 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 SUPPLY SIDE'S LIABILITY ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER EXCEED THE AGGREGATE AMOUNTS PAID UNDER THIS AGREEMENT BY DEMAND PARTNER TO SUPPLY SIDE FOR THE ADVERTISING SERVICES DURING THE THREE (3) MONTHS PRIOR TO THE DATE THE CAUSE OF ACTION AROSE.

c. Demand Partner hereby agrees to defend, indemnify and hold harmless Supply Side, Supply Side's Publishers, 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 defence obligations only, alleged breach) by Demand Partner or anyone on its behalf of any term, condition, representation or warranty under this Agreement or the applicable laws; (ii) the Advertisements; (iii) use of the Supply Side platform; (iv) the infringement of the Demand Partner, or the Services, or Demand Partner's Marks on the Intellectual Property Right of a third party.

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

9. General

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, Supply Side shall be entitled to vary the provisions of this Agreement, including for the avoidance of doubt, the Editorial Guidelines and/or the Specifications. Supply Side will provide to the Demand Partner with reasonable notice in writing of any such variation (which will ordinarily be at least 14 days, except where the variation arises due to changes imposed by Applicable Law or a regulatory body which in the opinion of Supply Side requires such variation sooner than 14 days, in which case Supply Side will give as much notice as is reasonably practicable); 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.; 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; 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 to Demand Side; 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 fulfil all of the assigning party's obligations under this Agreement. In addition, Supply Side is permitted to assign this Agreement to an affiliate of Supply Side 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. Any assignment in violation of this Section shall be void; 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; 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); 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.