

Wise Air Ltd. – Terms

1. Definitions

- 1.1. "**Ad Inventory**" elements of websites, mobile sites, applications or any other Distribution Channel (as defined herein), which is designated by the Publisher for the placement of Advertising Material (as defined herein).
- 1.2. "**Advertising Material**" any advertisement, link, promotional materials or Content provided to Publisher for the purpose of distribution, promotion or display as specified in the Insertion Order.
- 1.3. "**Claims**" means claims, suits, demands and actions brought or tendered for defense or indemnification.
- 1.4. "**Confidential Information**" means any non-public, proprietary, confidential and/or trade secret information of a Party hereof, whether furnished before or after the Effective Date (as set forth in the Insertion Order), and regardless of the manner in which it is furnished, and which given the totality of the circumstances, a reasonable person or entity should have reason to believe is proprietary, confidential, or competitively sensitive, including, without limitation, business procedures (for example, statistics, rates, revenue) , software and other technologies and any related documentation, client list, developments, business partners or other information disclosed by a Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") either directly or indirectly in writing, orally or by drawings or inspection of parts or equipment. Confidential Information shall not, however, include any information which: (i) was known to the Receiving Party or in its possession at the time of disclosure without any confidentiality obligation; (ii) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (iii) is independently developed by the Receiving Party without reliance on or use of the Confidential Information or any part thereof and the Receiving Party can show written proof of such independent development or (iv) required to be disclosed by applicable law, regulatory authority or a valid court order, provided that the Receiving Party shall provide the Disclosing Party with reasonable prior written notice of the required disclosure in order for the Disclosing Party to obtain a protective order and the disclosure shall be limited to the extent expressly required; (v) is approved for release by prior written authorization of the Disclosing Party; or (vi) the Receiving Party can demonstrate was disclosed by the Disclosing Party to a third party without any obligations of confidentiality.
- 1.5. "**Consideration**" means the amounts to be paid to the Publisher, as determined by the Company at its sole discretion, based on the following factors: Impressions of Advertising Material, which are served and displayed to End Users under this Agreement; the amount paid by a buyer of Ad Inventory and other events performed in connection with the display of Advertising Material on the Distribution Channels. The Considerations will be adjusted to reflect reporting and statistical errors, Advertising Material serving discrepancies, amounts not previously collected from buyer(s), chargebacks, refunds or other adjustment.
- 1.6. "**Content**" means data, text, information, advertisements, graphics, links to third party sites or services (e.g. landing pages), web pages, signs, images, software and code, technology, files, texts, photos, audio or video, sounds, visual works, musical works, works of authorship and components.
- 1.7. "**Distribution Channel/(S)**" means any and all methods of marketing and promoting of the Company's Advertising Material, including without limitation display promotion, promotion through websites and various media channels , as applicable.

- 1.8. "**End User**" means human Internet end user who interacts with the Company's Product or Advertising Material.
- 1.9. "**Fraudulent Activity**" means displaying or promoting the Company's Advertising Material directly or indirectly, in any manner which: (i) violates any applicable law or regulation, or infringes any third party's rights, including privacy or proprietary rights; (ii) uses any materials or Content that contains any virus, worms, malware, spyware, spam-ware, Trojan horses, or any other computer code, files or programs designed to interrupt, hijack, destroy, limit or adversely affect the functionality of any third party's computer software, mobile device, hardware, network or telecommunications equipment, or materially interfere with or disrupt web navigation or browsing, disabling, modifying, interfering or intervening with end users' control over the operating system or browser settings; (iii) uses or employs any misleading, fraudulent or inappropriate practices that may deceive the End User to generate an action (iv) engaging with, or including in reports, bills or other information and materials associated with this Agreement, anything other than actual Impressions by natural persons in the normal course of using any device, including, without limitation, browsing through online, mobile or any other technology or platform, including, without limitation, engaging with or the inclusion or counting of Impressions by non-human audience; or (v) incentivizes the End User to perform any of the foregoing, or assists, incentivizes or encourages a third party to perform any of the foregoing.
- 1.10. "**Insertion Order**" means the Insertion Order entered into between Company and Publisher setting forth custom pricing and additional terms.
- 1.11. "**Impressions**" means the display of Advertising Materials by the Publisher through Distribution Channels to End Users as contemplated herein.
- 1.12. "**Losses**" means damages, losses, costs, and liabilities, including reasonable attorney and professional fees, arising from a Claim.
- 1.13. "**Party**" means the Company or the Publisher.
- 1.14. "**Prohibited Activity**" means any illegal activity including without limitation: (a) using deceptive, fraudulent, inappropriate or false representations and/or notifications to End Users; (b) act in a fashion that may harm or dilute the Company's reputation; (c) take any action that may exploit any vulnerabilities, harm the security of End User's device, or the privacy of the End User, or materially interfere with or disrupt web navigation or browsing, disabling, modifying, interfering or intervening with End Users' control over the operating system, browser settings (including bypassing consent dialogs from web browsers or preventing the End User from viewing or modifying his browser settings), browser functionality or webpage's display; (d) using any materials or Content that contains any virus, worms, Trojan horses, or any other computer code, files or programs designed to interrupt, hijack, malware, spyware, spam-ware, destroy, limit or adversely affect the functionality of any computer software, mobile device, hardware, network or telecommunications equipment; (e) using any misleading, deceptive or fraudulent practices whatsoever with respect to any Content (including providing unproven or misleading endorsements); (f) replacing any existing advertisement, displaying, injecting or generating advertisements on private webpages such as HTTPS pages or SSL protected page.; (h) requiring an End User to participate in an online activity or incentivizing an End User to click or interact in with an advertisement by using misleading and fraudulent representations or incentivized automated clicks or automated interaction.
- 1.15. "**Prohibited Content**" means any Content that is: (a) false, deceptive, misleading, infringing upon any applicable law, impersonating others, fraudulent, libelous, defamatory, abusive, violent, prejudicial, obscene, sexually explicit, politically sensitive or controversial in nature; (b) adult content (including pornographic material); (c) excessively profane, racist, ethnically offensive, threatening, infringing, excessively violent, discriminatory, hate-mongering or otherwise objectionable content; (d) defame, abuse, or threaten physical harm to others; (e) any type of

harmful applications or components which intentionally create or exploit any security vulnerabilities in an End User's device, including without limitation: viruses, spyware, malware, Trojan horses, spam-ware, worms or any other malicious code or conduct; (f) advocate or facilitate violence of any kind; (g) related to gambling of any kind; (h) any content which is targeted at or designed to appeal to minors; (i) infringing third party rights, including Proprietary Rights, including any false association and/or repetition and/or endorsement or sponsorship that is not accurate (e.g., using the "Microsoft Certified" seal, using Windows/Chrome or any other operating system and browser logo when not relevant, mimicking a OS and browser notification, etc.); (j) any other content that would otherwise be considered as a criminal offense or could give rise to a civil liability, or considered questionable or illegal in any fashion according to applicable laws or regulation or that is infringing upon third party right, including proprietary or privacy rights.

- 1.16. "**Proprietary Rights**" means all intellectual property rights, including, without limitation: (a) all inventions, whether patentable or not, all improvements thereto and derivatives thereof, and all patents and patent applications; (b) all registered and unregistered marks and registrations and applications for registration thereof; (c) all copyrights in copyrightable works, all other rights of authorship, including without limitation moral rights, and all applications and registrations in connection therewith; (d) all trade secrets and confidential business and technical information (including, without limitation, research and development, programming, know-how, proprietary knowledge, financial and marketing information, business plans, formulas, technology, engineering, production, operation and any enhancements or modifications relating thereto, and other designs, drawings, engineering notebooks, industrial models, software and specifications); (e) all rights in databases and data compilations, whether or not copyrightable; and (f) all copies and tangible embodiments of any or all of the foregoing (in whatever form, including electronic media).
- 1.17. "**Publisher's Trademarks**" including without limitations Publisher's marks, logos, brands and trade-names.

2. License and Services

- 2.1. Subject to the terms and conditions of this Agreement, Company grants Publisher a limited, non-exclusive, non-transferable and non-sub-licensable license, during the term of this Agreement, to distribute, display and promote the Company's Advertising Material, solely in connection with this Agreement.
- 2.2. Publisher grants Company a non-exclusive, non-transferable and non-sub-licensable license, during the term of this Agreement, to act on behalf of the publisher with respect to the sale and optimization of Ad Inventory on the Distribution Channels.
- 2.3. These terms will apply to any business relationships between the Company and any publisher who signed an agreement with Wise Data Media Ltd. prior to February 1, 2017 (the company acquired Wise Data Media's operations on February 1, 2017).

3. Distribution restrictions

- 3.1. Publisher shall distribute and promote Advertising Material solely through the Distribution Channels as set forth in the Agreement. Publisher acknowledges and agrees that at any time during the Term hereof, if in Company's reasonable judgment Publisher is not in compliance with the Agreement, including the Publisher Guidelines, Company may, at its sole discretion: (i) terminate the Agreement, immediately; or (ii) take any measures needed to prevent or correct such non-compliant activity.

- 3.2. Publisher shall pre-approve with Company, as applicable, the placement of the Advertising Material through the Distribution Channels. Approval may be denied for any reason, including without limitation, with regards to websites that relate to: (i) excessive ads, app-quest/test, user generated content that is not regulated; (ii) foreign websites; (iii) controversial issues (for example, religion, sexual orientation or edgy humor); (iv) wrestling; (v) anime; (vi) gaming; (vii) old content; (viii) poor quality design and functionality.
- 3.3. The Publisher shall comply with all applicable laws, regulations and industry best standards and shall not use or place Advertising Material in any context on any web page that contains, promotes or references or links to Prohibited Content, including but not limited to: (i) illegal, misleading, harmful, abusive, harassing, liable, defamatory or other offensive materials including inappropriate pornographic, sexual materials, hate material, materials which promote violence, discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or family status, or any other materials that harm the good will or reputation of the Company in any way; (ii) software piracy (including but not limited to warez, cracking, etc.), hacking, phreaking, emulators, or illegal MP3 activities; (iii) websites under construction or that do not own the domain they are under; (iv) charity clicks/donations, paid to surf, personal sites, Distribution Channels not owned by or under the control of the Publisher, ActiveX downloads, sites with no content or links sites, all affiliate links or incentivized traffic; (v) material that promotes activities generally understood as internet abuse, including but not limited to, the sending of unsolicited bulk email or the use of spyware; (vi) material that promotes violence, the use of firearms, or unlawful subject matter or activities.
- 3.4. The Publisher will not (i) display pop ups, pop unders, expanding banners, buttons or any animations that may interfere with Advertising Material, other ads on web pages and/or replace or manipulate organic search results and/or displays links, hyperlinks or any other ads in a manner that replaces, suppresses, modifies the location of or overlays ad units on a web page or similar obstructive or intrusive functionality displayed on End User's computer; (ii) unduly interfere with End User's control of his or her computer in other ways, such as overlaying or injecting code, redirecting browser activity and causing slow connection speeds and/or loss of Internet or functionality of other programs; and (iii) involve, advertise or distribute the Company's Advertising Material or any related Content with incentivized traffic, p2p, adware, spywares, viruses or software or online scripts.
- 3.5. Publisher will not (i) place ads in emails or text messages; (ii) place ads on blank web pages or web pages with no content; (iii) stack ads (for example, place ads one on top of the other, so that there are more than two (2) ads next to each other); (iv) redirect traffic to a website other than the Distribution Channels; (v) ask End Users to take advantage or offers other than those listed by the Advertising Material; (vi) place Advertising Material on personal web pages, non-English language pages or free hosted pages; (vii) serve Advertising Material using any downloadable application; (viii) attempt in any way to alter, modify, eliminate, conceal or otherwise render inoperable or ineffective the Company's service of serving Advertising Material and measuring its performance; (ix) participate in browser history sniffing.
- 3.6. Publisher represents and warrants that: (i) the Distribution Channels do not and will not breach any third party rights including without limitation third party intellectual property rights and privacy rights; (ii) any and all activities and/or obligations it undertakes in connection with the Agreement shall be performed in compliance with all applicable laws, rules, regulations, best industry practice and the Publisher Guidelines; (iii) it has the requisite qualifications, knowledge, ability and skills and business contacts required to perform the distribution and display; (iv) neither it nor any other third party on its behalf, will generate or try to increase traffic to the Company's Advertising Material via the Distribution Channels or increase the number of Impressions by using Fraudulent Activity as shall be reasonably determined by Company in its sole discretion; (v) it will be solely responsible for the advertisement, marketing activities, distribution, and Content used by it for the purpose of providing the distribution and display of Company's Advertising Material, and for any costs or expenses connected therewith. The Company reserves the right at its sole discretion to impose additional

limitations or provide additional guidelines on the distribution and display of Company's Advertising Material.

4. Intellectual Property

- 4.1. Except as expressly granted in the Agreement, Company retains all right, title and interest in and to Advertising Material any versions, revisions, corrections, modifications or derivatives thereof, including any Proprietary Rights therein ("**Company Property**"). All rights in and to the Company Property which are not expressly granted herein are reserved by Company. This Agreement does not convey any title or ownership rights to Publisher.
- 4.2. Neither party shall assert any Proprietary Rights in or to the other party's Content, materials or any element, derivation, adaptation, variation or name thereof. Neither party shall have the right to remove, obscure or alter any notices of Proprietary Rights or disclaimers appearing in or on any Content or materials provided by the other party.
- 4.3. Publisher shall not (i) contest, or assist others to contest Company's rights or interests in and to the Company Property and all applications, registrations or other legally recognized interests therein, or any element, derivation, adaptation, variation or name thereof; or (ii) seek to register, record, obtain or attempt to pursue any Proprietary Rights or protections in or to the Company Property; or (iii) remove, obscure or alter any notices of proprietary rights or disclaimers appearing in or on the Company Property.

5. Restrictions on Use

Publisher shall not, or allow any third party, to: (i) copy or create derivative works of the Company's Advertising Material; (ii) represent that it possess any proprietary interest in the Company's Advertising Material, or remove any notices or copyright information from the Company's Advertising Material; (iii) attempt to sell, resell, sublicense, modify, transfer, lease, assign, pledge, or share Publisher's rights under this Agreement; (iv) use any robot, spider, or other device to retrieve, index, scrape, data mine, or in any way gather information, content, or other materials from the Company's Advertising Material; (v) take any action, directly or indirectly, to contest Company's intellectual property rights or infringe them in any way; (vi) except as specifically permitted in writing by the Company, use the name, trademarks, trade-names, and logos or other proprietary rights of the Company; (vii) use the Company's Advertising Material for any Fraudulent Activity, Prohibited Activity or other unlawful, harassing, intrusive and abusive activities, or any unauthorized purpose.

6. Term and Termination

- 6.1. This Agreement shall become effective as of the Effective Date, as specified in the Insertion Order, and shall remain effective until terminated pursuant to this section and as further provided in the accompanying Insertion Order (the "**Term**").
- 6.2. Company may terminate the Agreement within one (1) business day prior written notice. Upon the termination of the Agreement Publisher will immediately cease the distribution or promotion of the Company's Advertising Material and all rights and licenses granted herein shall terminate immediately.
- 6.3. Either Party may terminate this Agreement, by written notice to the other Party, for any material breach of this Agreement by the other Party, if such breach is not cured within thirty (30) days after the breaching Party receives written notice of such breach from the non-breaching Party.

- 6.4. Following the termination of the Agreement, any provisions of the Agreement that in order to fulfill their purpose need to survive the termination of the Agreement, shall survive.
- 6.5. Upon termination Company will not be liable to Publisher or any other person or entity for damages resulting from the termination of the Agreement. Following the termination of the Agreement, Company will have no obligation to maintain any information stored in its data centers related to Publisher.
- 6.6. Upon termination, all rights, licenses and obligations of the Parties shall cease, except that all obligations that accrued prior to the Effective Date of termination and remedies for breach of these this Agreement shall survive.

7. **Mutual Representations and Warranties**

Each Party represents and warrants to the other Party that: (i) it has the full corporate right, power and authority to enter into the Agreement, to grant the licenses granted hereunder and to perform the acts required of it hereunder; (ii) the execution of the Agreement by it and the performance of its obligations and duties hereunder, do not and will not violate any agreement to which it is a party or by which it is otherwise bound; (iii) when executed and delivered, the Agreement will constitute the legal, valid and binding obligation of each party, enforceable against each party in accordance with its terms; (iv) it is the owner or has all legal rights and interest in its software, components, material or Content, without limitation the Additional Offers, the installer and the Distribution Channels; and (v) to the best of its knowledge its software, components, material or services does not infringe or misappropriate the intellectual property or other proprietary rights of any third party when used by the other Party in accordance with the terms of this Agreement.

8. **Company Representations and Warranties**

Company hereby represents and warrants that it has the skills and will use reasonable efforts to perform its obligations hereunder as best as commercially possible. Company does not have any obligation to monitor any Content made available through or in connection with the Advertising Material, for any purpose and, as a result, is not responsible for the accuracy, completeness, appropriateness, legality or applicability of any such Content.

9. **Publisher Representations and Warranties**

- 9.1. Publisher hereby represents and warrants that: (i) any and all activities or obligations it undertakes in connection with the Agreement shall be performed in compliance with all applicable laws, rules and regulations, including, without limitation, privacy laws, the Children's Online Privacy Protection Act of 1998 ("**COPPA**") and CAN-SPAM Act of 2003 ("**CAN-SPAM**"); (ii) it does not and will not, during the term of the Agreement, infringe or violate any third party's Proprietary Rights or any other right of any person or entity, including but not limited to intellectual property rights, privacy and publicity rights, and shall fully comply with any third-party licenses, permits, guidelines and authorizations required, including those applicable by Microsoft Malware Protection Center and by Google; (iii) Publisher shall provide End Users with any notice and disclosure and obtain any consent from End Users as required by applicable laws, regulations, industry best practices or third party permits, including with respect to modification of browser features or settings, redirecting web traffic or modifying third party webpage content, overlaying or injecting code, displaying of interest-based or targeted content; (iv) Publisher shall not promote or engage in any Prohibited Activity, Fraudulent Activity, nor promote, encourage or utilize any Prohibited Content, as reasonably deemed by the Company to its sole discretion. Publisher further represents that it employs all necessary monitoring and review procedures for the purpose of complying with the aforesaid.
- 9.2. Company will not be responsible for, nor have any liability with respect to: (i) any agreement between Publisher and an End User ("**Publisher Terms**") or an End User's breach of the Publisher Terms; (iii) Publisher's failure to obtain valid End Users' consent to any Publisher Terms; or (iv) Publisher's failure to comply with the terms and conditions of the Publisher Terms.

- 9.3. The Publisher and Distribution Channels shall not in any manner infringe End User's privacy rights and shall not collect, transmit, disclose, copy or use end user's personal information without the End User's explicit and informed consent. The Publisher must provide End User a privacy policy which shall be available for display to any End User before any information is being collected and shall adhere to the actual usage of the End User's personal information. Such privacy policy must have clear and accurate description of the information that is collected, used or shared with third parties, the method and purpose of collection, and the type of recipients of any such collected information.
- 9.4. Subject to a two (2) business day's prior written notice, Company reserves the right, at its sole discretion, to add additional guidelines or requirements during the term hereof in the event the industry guidelines shall be updated.

10. Considerations

- 10.1. Company must timely pay all Considerations due to the Publisher, as specified in the Insertion Order and this agreement, pursuant to the terms set out in the applicable Insertion Order(s) executed by the Parties.
- 10.2. Company will pay the Publisher the Considerations as defined under this Agreement. Publisher hereby acknowledges that the Company has no obligation to share with the Publisher how the Considerations are calculated. All Considerations shall be calculated based upon Company's records and pursuant to the payment terms specified in the Insertion Order. Publisher will provide the Company with accurate and complete billing information including a valid credit or debit card or any other payment method as further detailed in the applicable Insertion Order.
- 10.3. Publisher agrees to hold Company liable for payments solely to the extent proceeds have cleared from upstream advertisers for ads placed in accordance with the IO. For sums not cleared to Company, Publisher agrees to hold upstream advertisers solely liable. Publisher understands that the upstream advertisers are the Company's disclosed principals and Company, as agent, has no obligation relating to such payments, either jointly or severally. Company agrees to make any reasonable effort to collect and clear payments from its upstream advertisers on a timely basis.
- 10.4. Company shall provide Publisher with an access to an online reporting system, operated and managed by the Company, which will include statistics detailing the number of Impressions. The reporting system will be updated on a daily basis and will also provide monthly reports, based on the aggregate number of Impressions per month (the daily reports and monthly reports shall each be referred to hereinafter as "**the Reports**").
- 10.5. Publisher acknowledges that the Reports are subjected to Publisher's traffic quality, and compliance with the terms and conditions of this Agreement, thereby are subject to adjustments at all times. Any online reports are not guaranteed to be accurate and are subject to adjustments resulting from, among other things, a final accounting, deductions, traffic performance or bad referrals, all as determined by the Company's sole and absolute discretion. In no case and for no reason Company shall be liable for any unavailability or inaccuracy, temporary or otherwise, of the Reports.
- 10.6. Notwithstanding the foregoing, Company shall not be obligated to remit payments to Publisher (and shall be entitled to a refund from Publisher) in connection with Impressions which resulted from or was engaged with Fraudulent Activity.
- 10.7. The rates and GEOs will be determined between the parties in the Insertion Order and will be binding.
- 10.8. All Considerations under this Agreement will be in U.S. Dollars and inclusive of any applicable taxes, including or any other national, state or local tax expressly VAT. Each Party will bare its own taxes as required by law.

11. Disclaimer of warranties

- 11.1. To the maximum extent permitted by law, Company's Advertising Material is provided on an "AS IS" and "AS AVAILABLE" basis, without warranties or conditions of any kind, either express or implied including, without limitation, any warranties or conditions of title, performance, non-infringement of third party rights, merchantability or fitness for a particular purpose.
- 11.2. In addition, Company does not represent or warrant that: (i) the Company's Advertising Material or any part therein will be error free or that any errors will be corrected; (ii) the operation of the Company's Advertising Material or any part therein will be uninterrupted; or (iii) any information or Content contained therein will be accurate or complete.
- 11.3. Company will not have any obligation to monitor any Content made available through or in connection with the Company's Advertising Material, for any purpose and, as a result, is not responsible for the accuracy, completeness, appropriateness, legality or applicability of any such Content.
- 11.4. To the extent the Company's Advertising Material incorporates any third party materials that belongs to one or more third parties, then the materials are provided "AS IS" and subject to the terms and restrictions of the applicable third party. The Company makes no warranty whatsoever regarding the third party materials.

12. Limitation of Liability

- 12.1. Except as otherwise set forth in this Agreement, to the extent permitted by law, in no event shall either Party be liable to the other Party for lost profits or business opportunities, loss of use, loss or inaccuracy of data, cost of procurement of substitute goods or services, software, systems or services, or for special, incidental, indirect, punitive or consequential damages, however caused, and under any theory of liability, whether for breach of contract, tort (products liability, strict liability and negligence), or otherwise, arising from or related with the Agreement, whether or not the Party has been advised of the possibility of such damages and notwithstanding the failure of essential purpose of any limited remedy stated herein.
- 12.2. In no event will the Company's aggregate liability for any Claim arising out of or related to the Agreement, to the fullest extent possible under applicable law, exceed the total amount of Consideration made under this Agreement during three (3) months preceding any Claim under which such liability shall arise. Some jurisdictions do not allow the exclusion or limitation of incidental, consequential or other damages, so the above limitations and exclusions may not apply.
- 12.3. No action arising under or relating to this Agreement, regardless of its form, may be brought by either Party more than three (3) months after the cause of action has accrued and in any event no later than three (3) months after the termination of this Agreement. The foregoing limitations shall apply notwithstanding any failure of essential purpose of any limited remedy and are fundamental elements of the bargain between the parties.

13. Indemnification

- 13.1. Publisher shall indemnify, defend, and hold harmless the Company and its representatives, shareholders, directors, officers, employees and agents, from and against all Claims, and for all Losses that result or arise from Claims, commenced or prosecuted by any third party against the Company, which in whole or in part, arise from or is related to: (i) any acts or omissions on the part of Publisher; (ii) a breach or alleged breach of any warranty, representation or obligation made by

Publisher under the Agreement; (iii) a breach or alleged breach of any third party rights, including without limitation, end users' privacy rights.

13.2. The Company will: (i) promptly notify the Publisher of any Claim; (ii) provide the Publisher, at the cost of the Publisher, reasonable information and assistance in defending the Claim; and (iii) give the Publisher control over the defense and settlement of the Claim; provided, however, that any settlement will be subject to the Company's prior written approval, which approval shall not be unreasonably withheld or delayed.

13.3. Notwithstanding the foregoing, the Company will not be required to allow Publisher to assume the control of the defense of a Claim, in which case the Company will assume the control at Publisher's costs, to the extent that the Company determines that: (i) such Claim relates directly to the Company's Advertising Material; or (ii) the relief sought against the Company is not monetary damages; in addition, the Company may join in the defense of any Claim at its own expense.

14. **Confidentiality**

During the Term of this Agreement and thereafter, each Party agrees that it will not disclose or use the Confidential Information of the disclosing party without the disclosing Party's prior written consent. Each Party agrees that it will take reasonable steps, at least substantially equivalent to the steps it takes to protect its own Confidential Information, during the Term and for a period of three (3) years thereafter to prevent the disclosure of the other Party's Confidential Information other than to its employees, affiliates, subsidiaries or other agents who must have access to such Confidential Information for such Party to perform its obligations or exercise its rights hereunder, who will each agree to comply with this section. The Confidentiality obligations herein shall survive any termination or expiration of this Agreement.

The above notwithstanding, the Company shall have the right to retain and use for its own purposes the information the Publisher provides, including but not limited to Distribution Channels demographics and contact and billing information.

The Publisher agrees that the Company may transfer and disclose to third party all types of information about the Publisher, as may be required for the purpose of fulfilling the Company's obligations under this Agreement, including to third parties which may reside in jurisdictions with less restrictive data laws than the Publisher's own jurisdiction.

The Company may also share aggregated information about the Publisher with advertisers, publishers, business partners, sponsors and other third parties. Publisher also grants the Company the right to access, index and cache Publisher's Distribution Channels, or any portion thereof, including by automated means including web spiders or crawlers.

Publisher also grants the Company a non-exclusive license to republish in any medium advertisements, web pages, banners, advergames, interstitials or other content for purposes of marketing Company's products or services.

15. **Independent Contractors**

The Parties hereto are independent contractors and nothing herein constitutes or creates an employer-employee, agency, joint venture or representative relationship between the Parties, or any other legal arrangement that would impose liability upon one Party for the act or failure to act of the other Party. Neither Party shall have any express or implied power to enter into any contracts or commitments or to incur any liabilities in the name of, or on behalf of, the other Party, or to bind the other Party in any respect whatsoever.

16. **Force Majeure**

Except for payment obligations under this Agreement, neither Party hereto shall be liable for any loss, damage, or penalty resulting from such party's failure to perform its obligations hereunder when such failure is due to events beyond its reasonable control, such as, without limitation, flood, earthquake, fire, acts of God, military insurrection, civil riot, or labor strikes.

17. Publicity

Either Party may issue publicity or general marketing communications concerning its involvement with the other Party, subject to such other Party's prior approval, which shall not be unreasonably withheld or denied.

18. Assignment

Publisher may not assign any of Publisher's rights or obligations hereunder without the prior written consent of the Company, and assignments in violation of the foregoing shall be void. The Company may assign its rights or obligations hereunder for any reason in its sole discretion.

19. Severability

If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of this Agreement shall be enforced to the maximum extent permissible so as to effectuate the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

20. Governing Law

This Agreement and any matters related hereto shall be governed by, and construed in accordance with Israeli law without regard to its conflicts of law principles or provisions, and shall be subject to the exclusive jurisdiction of the authorized courts of Tel Aviv-Jaffa, to the exclusion of any other court.

21. Injunctive Relief

Publisher acknowledges and agrees that breach of this Agreement or disclosure of Confidential Information may cause the Company irreparable harm for which its remedies at law may be inadequate. Publisher hereby agrees that the Company will be entitled, in addition to any other remedies available to it at law or in equity, to obtain immediate injunctive relief to prevent such unauthorized actions.

22. Entire Agreement

This Agreement and applicable Insertion Order constitute the entire agreement between the Company and Publisher with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

23. Miscellaneous

The captions and headings in this Agreement have been inserted for convenience only and shall not be deemed to limit or otherwise affect any of the provisions of this Agreement.

24. No waiver

No term or provision of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the other Party. No waiver or consent by either Party to deviate from the provisions of this Agreement shall operate as a waiver of any subsequent right.