

PUBLISHER TERMS AND CONDITIONS

Welcome to “Primis”. Primis is an online Video Discovery Platform (the “**Platform**”), intended for promoting, disseminating, managing and optimizing Advertising Campaigns through video content owned by or licensed to Publisher or video content owned by third parties and licensed to Publisher. In addition, Primis may allow you to use its Platform to increase your payments from your Online Assets, by incorporating Publisher's own Advertisements, as provided herein.

The Platform is owned and operated by M.D. PRIMIS TECHNOLOGIES LTD (“**Primis**”, “**we**”, “**us**” and “**our**”). Please carefully read these Publisher Terms and Conditions (the “**Agreement**” or the “**Terms**”), which together with a signed Insertion Order (the “**IO**”) form a legally binding contract between Primis and the company, corporation, or other legal entity whose information is detailed in the IO (the “**Publisher**”, “**you**” and “**your**”). The Publisher and Primis will each be referred to as a “**Party**”, and both collectively, the “**Parties**”.

1. DEFINITIONS

In this Agreement and in addition to the above definitions, the following definitions shall mean –

- 1.1. “**Advertising Campaigns**” means **our** advertisers’ ads and any other advertising materials and commercial content that Primis shall provide you from time to time;
- 1.2. “**CPM**” means Cost Per Mille or the Payment for each one thousand (1,000) impressions of Advertising Campaigns on your Online Assets.
- 1.3. “**Content**” means any and all content, materials and proprietary information made available through the Platform and through the Primis Player, which includes without limitation: videos, graphics, images, URL links, texts, audio, animations, logos, trademarks, copyright protected content, software scripts and code as well as the visualization produced by any of the foregoing.
- 1.4. “**Dashboard**” means the Platform's reporting platform (www.primis.tech);
- 1.5. “**Effective Date**” means the day of acceptance of the IO by both Parties;
- 1.6. “**Primis’s Confidential Information**” means the terms of this Agreement and the IO, all details and information regarding the Platform which the Publisher may be exposed to during the performance of this Agreement, including the Partners Program and Primis’s business practices, documentation, presentations and technical support material;
- 1.7. “**Online Assets**” means online spaces detailed on the IO, or as otherwise agreed between the Parties, which are all owned, operated, controlled, managed or represented directly by the Publisher;
- 1.8. “**Primis Player**” or the “**Player**” means a designated player developed and designed by Primis and placed on Publisher's Online Assets, for the making available and dissemination of Content.
- 1.9. “**Publisher Content**” or “**Your Content**” means Content owned or licensed by Publisher to Primis;
- 1.10. “**Publisher's Advertisements**” means Publisher's advertisers’ ads and any other advertising materials and commercial content that Publisher made available through the Platform following a direct and separate engagement between Publisher and advertisers on its behalf;
- 1.11. “**Primis Content**” means original Content created and owned by Primis and licensed to Publisher;
- 1.12. “**Revenue**” means income, as documented in our internal systems, logs and records that we have actually received from Advertisers with regard to Advertising Campaigns published on and through your Online Assets. Expenses that we have incurred for Content purchase or production and other direct operational expenses may be deducted from the Revenue.

- 1.13. "**Third Party Content**" means Content owned or licensed by third-parties and licensed to Publisher by Primis;

2. THE SERVICE

- 2.1. We offer through our Platform three monetization services: (i) Promotion service which allows you to upload Your Content to the Platform ("**Promotion Service**"); (ii) Content creator service in which we will create Content for you based on existing content in your website or app or based on original Content owned by Primis ("**Content-Creator Service**"); (iii) Syndication service in which we will provide you with access to Third Party Content licensed to Primis ("**Syndication Service**", and together with the Promotion Service and the Content Creator Service, the "**Services**").

- 2.2. During the Term and subject to the terms and conditions of this Agreement and the IO, we grant you a right to place and incorporate Primis Player on your Online Assets and use our Platform and Services for the purpose of promoting, disseminating, managing and optimizing the performance of Content and Advertising Campaigns.

In addition, Primis may allow you to use its Platform to increase your payments from your Online Assets by incorporating Publisher's Advertisements, against payment of a serving fee for use of the Platform, as detailed in the IO (the "**Serving Fee**"). We will optimize the performance of Publisher's Advertisements along with any other Content promoted through the Primis Player.

- 2.3. Publisher will publish and make available the Content, Advertising Campaigns and Publisher's Advertisements on and through the Primis Player. For the avoidance of doubt, Publisher's Online Assets will not include any ad spaces that are not owned, operated, controlled, managed or represented directly by the Publisher, such as ad spaces purchased by the Publisher from third party vendors, unless otherwise agreed between the Parties in the IO.
- 2.4. Publisher will provide Primis with all the necessary access to its Online Assets, for the purpose of managing and optimizing the performance of the Advertising Campaigns, the Content and Publisher's Advertisements. Primis doesn't guarantee to provide the Publisher with any minimum scope of Advertising Campaigns or Payment.
- 2.5. We may, from time to time, establish and advise you of further guidelines and instructions regarding the Content, the Player, the Advertising Campaigns, Publisher's Advertisements and their publication through your Online Assets, or any other aspect related to the Services. Such guidelines and instructions are binding, and you must strictly follow them. If you object to any such guidelines and instructions, you may terminate this Agreement as set forth herein.
- 2.6. You acknowledge and agree that we may adapt, adjust or modify Primis Content and/or the Advertising Campaigns and/or Publisher's Advertisements and their publication through your Online Assets, as we may deem necessary for the proper performance of this Agreement and the provision of the Services.
- 2.7. We may, at our sole discretion, engage and utilize Advertisers and other third parties, as we deem appropriate or desirable, in connection with the performance of this Agreement and the provision of the Services. With respect to Publisher's Advertisements – Publisher bears sole and full responsibility and liability to engage and receive any payment from its own advertisers. Primis is not a party to any agreement between Publisher and advertisers on its behalf.
- 2.8. We may employ various measures to detect and prevent fraudulent and abusive exposure to our Content and/or Advertising Campaigns and/or Publisher's Advertisements. You will not, and will not encourage, permit or authorize any third party to generate false or fraudulent impressions of, or fraudulent clicks or any other non-human traffic (NHT) – related to any Content disseminated by or through the Platform, including but not limited to repeated manual clicks, participation in any pay-per-click programs, use of robots or other

automated query tools or computer-generated search requests, or the fraudulent use of masked domains.

- 2.9. You assume sole and full responsibility and liability for any and all financial and legal risks and implications resulting from your Content, from Publisher's Advertisements and from any activity in your Online Assets and the use of your Online Assets for publication of Content as contemplated in the Agreement, including the design, location, interface of the Player. You acknowledge and agree that Primis will not, and is under no obligation to, review every detail, aspect, page or section of the Online Assets, for their content, suitability, appropriateness, lawfulness, compatibility with technical or industry standards or conventions or in any other respect. You assume sole and full responsibility and liability if you performed any activity with respect to the Player and/or the Content that was not in accordance with Primis's guidelines or was not agreed between Primis and Publisher.

3. PRIMIS'S DASHBOARD AND PUBLISHER'S ACCOUNT

- 3.1. As part of the Services, you will be given online access to the Platform's Dashboard. The Dashboard provides analytical data regarding generated traffic related to the Publisher's Online Assets and additional information regarding any Payment you are entitled to in accordance with the terms of this Agreement. We may from time to time, add, omit or change the character and extent of information presented through the Dashboard. We will provide you with the necessary login information to access your Publisher Dashboard account.
- 3.2. You may not transfer your Publisher Dashboard account or its login information to any third party, in any manner whatsoever. You must maintain the confidentiality of your Publisher Dashboard account login details and may not provide or disclose them to anyone else or otherwise allow or permit others to view the content accessible through your account. We may change your Publisher Dashboard account's password periodically. You are solely responsible and liable for all activities performed with or through your Publisher Dashboard account.

4. UNDERTAKINGS AND RESTRICTIONS

- 4.1. You must comply with all applicable laws, regulations and rules, including tax laws, consumer protection laws, unfair competition laws, spam laws, intellectual property laws, as they pertain to your use of the Platform and the Services, the Online Assets and Publisher's Advertisements you provide and make available while using the Services.
- 4.2. You further undertake to comply with all applicable privacy and data protection laws, including, if applicable, the GDPR, the CCPA and the LGPD (as such terms are defined [HERE](#)), all as further detailed in our Data Processing Agreement attached hereto as defined [HERE](#) ("**DPA**"), including any provisions and obligations in connection with the processing of personal data which may be restricted or prohibited under applicable laws, or may be conditioned upon the explicit prior consent of the data subjects, and Publisher undertakes not to engage in any such activities except as permitted under applicable law.
- 4.3. You are solely responsible for all acts or omissions associated with your access and use of the Platform and/or the Services and the access and use of the Platform and the Services by anyone on your behalf.
- 4.4. Throughout your use of the Platform, you must refrain from:
 - 4.4.1. using, posting or promoting through the Platform Content which may be reasonably considered as offensive or illegal, unlawful or infringing third-party's rights under any applicable laws;
 - 4.4.2. breaching the Agreement or any other applicable guidelines or instructions that we may convey with respect to the Platform;
 - 4.4.3. interfering with, burdening or disrupting the functionality of the Platform;
 - 4.4.4. attempting to enable features or functionalities that are otherwise disabled, inaccessible or undocumented in the Platform;

- 4.4.5. modify, change or bypass any feature or aspect of the Player or the Platform;
- 4.4.6. sending automated or machine generated queries;
- 4.4.7. breaching the security of the Platform or trying to actively identify any security vulnerabilities in it;
- 4.4.8. Performing any auto refreshing activity without the prior written consent of Primis;
- 4.4.9. Making available false, inaccurate, unlawful, deceptive or misleading information or representations regarding your Online Assets;
- 4.4.10. transferring your Dashboard account or disclosing the details of your account on the Platform to another party without our explicit prior written consent;
- 4.4.11. using robots, crawlers and similar applications to collect, compile or submit content of any kind to or from the Platform;
- 4.4.12. impersonating any person or entity, or making any false statement pertaining to your identity, employment, agency or affiliation with any person or entity.

5. PARTNERS PROGRAM

- 5.1. This Agreement also governs Primis's Partners Program which, subject to the terms of this Agreement, provides you with an opportunity to receive commissions for successfully introducing and referring other Publishers (the "**Partners**") to subscribe to the Services and enter into a Publisher Agreement with Primis (the "**Partners Program**"). For the avoidance of doubt, Primis will engage and enter into any agreement with Partners, as well as terminate any agreement with a Partner, at its sole discretion.
- 5.2. Any Partner, who registered to the Services or entered into a Publisher Agreement with Primis, solely as a result of your introductions, will be identified in our systems as obtained by your reference and attributed to you ("**Referred Partners**").
- 5.3. For each Referred Partner, you will earn a commission, at a rate as provided in the IO, from all revenues generated by the Referred Partners from such Referred Partners' Service activity, solely as documented in our internal systems, logs and records ("**Referred Commission**"). Your right to receive Referred Commissions accrues only if and when a Referred Partner is entitled to receive payments **from Primis** in accordance with the terms of such Referred Partner's Publisher Agreements with Primis.
- 5.4. The Referred Commission will be paid to you only during the first 24 months of the engagement period of any Referred Partner with Primis with respect to the Services, or until termination, for any reason, of the Referred Partner's Publisher Agreement/account with the Services, whichever is earliest.
- 5.5. A printout or an output produced by Primis's computers will evidence the authenticity of its content, in the settlement of any dispute between the Parties regarding the Referred Commission and in every procedure, whether in a judicial, administrative or other instance. The information documented in our systems and records, such as the amounts paid by Primis to Referred Partners, will be used to determine eligibility for Referred Commission and its rate are final and non-contestable. The Referred Commissions you are entitled to is at the rate as agreed in the IO.
- 5.6. It is clarified that a Partner may hold several accounts on the Services, or sign several Publisher Agreements with Primis, each such account or Agreement attributed to a different Publisher, or to no Publisher. The Referred Commission will only be paid to you according to the Referred Partners' revenues as appeared in the applicable Referred Partners accounts that are attributed to you.
- 5.7. Please note that you must send any introduction or referral and/or every marketing material according to the applicable terms of law, any applicable privacy and spam laws which prohibit the delivery of advertisements to addressees that did not give their prior written consent to that delivery. Primis will not endure any responsibility for any case where you violated the applicable terms of law when contacting the Partners.

- 5.8. You acknowledge and agree that the Referred Commissions constitutes the entire, complete and full payment that you are entitled to receive from us, in connection with the Partners Program.
- 5.9. **Use of Materials** - We may, at our sole discretion, provide you with marketing and promotional materials pertaining to the Services. We hereby grant you, only during the term of this Agreement, a non-exclusive, non-transferable, limited right to reproduce or copy only the provided materials, for the sole purpose of promoting and marketing the Service to potential Partners. You may use such materials only as provided by Primis, without making any edit or change in them. You may not use any of Primis's or the Service's trademarks separately from the provided materials. All goodwill and other benefits created through your use of the abovementioned materials shall inure solely to the benefit of Primis. Nothing herein shall grant you any ownership or title in these materials, but only limited rights of use as described above.

6. FEES AND PAYMENTS.

- 6.1. In return for your publication of the Advertising Campaigns through your Online Assets, we will pay you a share of our Revenue (the Revenue share percentages – as stated in the IO) from Advertising Campaigns published on and through your Online Assets, or the fixed CPM rate for such Advertising Campaigns, as such CPM and Revenue are documented in our systems, logs and records and all in accordance with the terms of the IO (the “**Payment**”). The Payment will also include any Referred Commission you are entitled to in accordance with the terms of our Partners Program. The Payment will not include any sums you are entitled to as a result of your engagement with your own advertisers, with respect to Publisher's Advertisements, but we are entitled to deduct our Serving Fee from any Payment. Subject to section 6.2 below, the information documented in our systems, logs and records is decisive final, and non-contestable. Publisher will only use this documented information for its billing process and to provide us with Payment invoices as provided herein.
- 6.2. In the event of discrepancies between our calculation of the applicable Fees and Publisher's calculation of the applicable Fees that exceeds fifteen percent (15%) between each Party's applicable Fees, Publisher may reject such invoice by providing Primis with a written notice up to five (5) days after receiving the Payment. The Parties agree to work together in good faith and use its best effort to settle and agree on the calculation method of the applicable Fees for the respective invoice. Notwithstanding the above, Publisher shall pay the undisputed portion of such invoice in accordance with the payment terms as set forth in this section 6.
- 6.3. For the use of the Services and the Platform, you will pay us such fees and amounts as set forth in the IO.
- 6.4. Primis reserves the right to offset any fees or other amounts from its Payments to the Publisher in accordance to this Agreement, including, but not limited, to any amounts that Primis is entitled to in accordance to the Indemnification clause hereunder.
- 6.5. Once a month, on the first week of each calendar month during the term of this Agreement, the Publisher will provide Primis with a proper tax invoice with regard to the Payment it is entitled to for the previous month, as documented and displayed in our Dashboard. We shall remit to Publisher the full amounts indicated in such invoices, by the due date specified in the IO.
- 6.6. Payment, in US Dollars, or a different currency, based on the Publisher's profile in our Platform, or as detailed in the IO, shall be affected by a wire transfer to Publisher's bank account, as specified in the IO, or by any other means of payment we determine from time to time. Payments for less than \$50 will not be transferred. In case a Publisher did not reach \$50 of Revenues in one payment period (one month), the Revenues will be passed to the next payment period until the Publisher reaches \$50 of revenues.
- 6.7. All sums (e.g. Revenues, CPM's etc.) in the Dashboard do not include VAT.

- 6.8. Publisher bears the sole and exclusive responsibility for verifying the accuracy of all Payment details that it provides to Primis, and for all consequences of any erroneous or inaccurate payment details it provides us. You will have no plea, claim or demand against us regarding any Payment not being remitted to your account, arising from or in connection with any erroneous or inaccurate Payment account details you provided us. We will not be responsible for any delay in furnishing Payments to you resulting from any reason beyond our control, including for reasons of force majeure.
- 6.9. To the extent we are legally mandated under the applicable tax laws, we will deduct the applicable taxes from any Payment that we remit to you and you will receive the remaining net amount after such deductions. You are solely responsible for reporting any Payment you receive from Primis, and paying all taxes applicable to such Payments, as required by the applicable tax laws. Upon our first request, you will promptly provide us all tax forms, certificates or authorizations as may be necessary under the applicable tax laws.
- 6.10. You acknowledge and agree that the fees and amounts set forth in the IO constitutes the entire, complete and full Payment that you are entitled to receive from us, in connection with the Platform and/or the Services.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. Primis represents and warrants that it is the owner of all intellectual property rights (including copyrights, patents and trademarks) in the Platform and the Dashboard and that it is lawfully and sufficiently licensed or authorized to allow the use, publication and making available of the Advertising Campaigns, the Primis Content and Third Party Content, and to provide you Content for publication, for the purposes contemplated by this Agreement.
- 7.2. The Content may contain links to websites and online sources of third parties. We do not operate or monitor such third-party websites and online sources. You may find them, or the information and content posted therein not compatible with your requirements, or you may object to their content, or find it to be annoying, improper, unlawful or immoral. By linking to such third-party websites and online sources, we do not endorse, or sponsor their content, or confirm their accuracy, credibility, authenticity, reliability, validity, integrity, or legality. We assume no responsibility or liability for such third-party websites and online sources, or their availability.
- 7.3. You represent and warrant that the Online Assets that you designate in connection with the use of the Platform, and any content you provided us or through the Platform or the Services, including Publisher's Advertisements: (a) comply with all applicable local and international laws, regulations and rules; (b) do not breach and have not breached any duty toward or infringed any rights of any person or entity including, without limitation, intellectual property rights (including copyrights, patents and trademarks), the right of publicity, the right to privacy, or rights or duties under consumer protection laws, unfair competition laws and spam laws; and (c) do not include and do not present any unlawful content or unlawful speech, including software viruses, Trojan Horses, Worms, Vandals, Spyware and any other malicious applications; any content encouraging, supporting, assisting, providing instructions or advising in the committing of a criminal offense, under any applicable law; and any content which may be considered threatening, abusive, harassing, defamatory, libelous, vulgar, violent, obscene, pornographic, drug related or racially, ethnically or otherwise objectionable.
- 7.4. Upon Primis's request, Publisher shall immediately remove the Player or any Content and Advertising Campaigns, as well as any code Primis provided to Publisher to integrate with its Online Assets, if Primis deems it to be non-compliant with Publisher's representations and warranties in the clause above, at Primis's sole and absolute discretion. Primis may use any measures it deems necessary to enforce the Publisher to promptly comply with such requests.

8. CONFIDENTIALITY

- 8.1. You undertake to safeguard Primis's Confidential Information against unauthorized access, use or disclosure, using the highest degree of care and security measures. You will not disclose Primis's Confidential Information, except to your staff, agents, consultants and subcontractors, on a 'need to know' basis, provided they are bound by sufficient confidentiality obligations substantially similar to this section, and in any event, you will only disclose Primis's Confidential Information to the extent required to utilize the Platform and/or the Services as permitted under this Agreement.
- 8.2. You acknowledge and agree that we may use and share the data that we or the Platform collect during the performance of this Agreement, for the following purposes (and as further explained in the [DPA](#) -):
 - 8.2.1. To provide you with the Platform and the Services, improve, enhance, and customize the Platform and/or the Services, develop additional services, provide you with support and bug fixes, handle your inquiries, send you Platform related recommendations and suggestions;
 - 8.2.2. To collect and pay fees, to conduct administrative activities necessary to maintain and provide the Platform and the Services, enforce this Agreement, take any action in any case of dispute, or legal proceeding of any kind involving you, with respect to the Platform and/or the Services, and prevent fraud, misappropriation, infringements, identity theft and other illegal activities and misuse of the Platform and/or Primis Content and/or Third-Party Content; and
 - 8.2.3. If we are required, or reasonably believe that we are required, by law, to share or disclose the data that we or the Platform collect during the performance of this Agreement other than as specified above, or if you are required, or reasonably believe that you are required by law, to share or disclose Primis's Confidential Information, then the legally required Party (you or us, as the case may be) may share such data or Confidential Information to the extent legally required, provided that, if legally permitted, the disclosing Party will give prior written notice of the requirement to the other Party, to allow the other Party, at its exclusive cost and expense, to intervene and protect its interests in such data or Confidential Information, should it desire.

9. TERM AND TERMINATION

- 9.1. This Agreement commences on the Effective Date and shall continue until terminated by either party, through a twenty-four (24) hours prior written notice to the other party, unless otherwise agreed between the Parties in the IO.
- 9.2. We may suspend your use of, and block your access to, the Platform, immediately upon notification to you, if we believe that you have breached any clause of this Agreement. If you do not remedy the breach within twelve (12) hours of our notification, we may immediately terminate these Terms without liability to you.
- 9.3. Primis may also terminate your participation in the Partners Program at any time by providing you with a twenty-four (24) hours prior written notice. Primis shall continue to pay Referred Commissions pursuant to this Agreement, for the term indicated in this Agreement, with respect to Referred Partners who engaged Primis or entered into Publishing Agreements with Primis during the term of your participation in our Partners Program.
- 9.4. Notwithstanding any remedies that may be available to us under any applicable law, we may terminate these Terms immediately upon notification, without liability to you, in each of the following circumstances –
 - 9.4.1. We believe that you have materially breached this Agreement, abused your rights to use the Services and the Platform or became involved in legal proceedings that in our discretion interfere with the performance of this Agreement;
 - 9.4.2. We are so required by law, regulation, order, or request of a competent governmental authority or agency;

- 9.4.3. We believe or assume that the Services and the Platform is likely to be held to infringe (directly or indirectly), any third party right (including intellectual property rights or privacy rights);
- 9.4.4. Legal or business circumstances, unknown to us upon the Effective Date, are introduced by third parties (including courts or governmental authorities) after the Effective Date, and such circumstances materially and adversely affect our costs or potential liability associated with our provision of the Services and the Platform; or
- 9.4.5. We have decided to discontinue our business with respect to the Services and the Platform.
- 9.5. Primis will send you a prior notice by email (or any other contact details you provided us) regarding the termination of this Agreement.
- 9.6. Upon termination of this Agreement, you must promptly cease to use the Platform or any Content we provided you in the framework of the Services. Without derogating from the foregoing, upon termination of these Terms we will block your access to the Dashboard and the Platform. Termination of this Agreement or the suspension of your use of the Platform will not prevent Primis from taking any other actions or measures available to it under the applicable law.
- 9.7. In case this Agreement is terminated, whether by you or us, you will not be entitled to any further Payments for any publication of Advertising Campaigns after the date of termination and you must refrain from further publishing the Advertising Campaigns through your Online Assets.
- 9.8. All provisions of this Agreement which by their nature should survive termination, will survive termination, including the following sections: Fees and Payments, Confidentiality, Non-Solicitation, Term and Termination, Intellectual property, Disclaimer of warranty, Limitation of liability, Indemnification and Governing law and jurisdiction.

10. INTELLECTUAL PROPERTY

- 10.1. All rights, title and interest, including copyrights, trademarks, trade names, service marks, trade secrets and other intellectual property rights, and any goodwill associated therewith, in and to the Platform, the Player and the Services or any part thereof, including computer code, graphic design, layout and the user interfaces of the Platform, and all derivatives, improvements and variations thereof, are and will remain at all times, owned by, or licensed, to us. Other than what is expressly granted by this Agreement, this Agreement does not grant you any other rights to patents, copyrights, trademarks (whether registered or unregistered), trade names, trade secrets, domain names or any other rights, functions, licenses, or content with respect to, or in connection with, the Platform and/or the Services.
- 10.2. You grant us unlimited, worldwide, non-exclusive, royalty-free perpetual and irrevocable license to use, copy, distribute, display publicly, decompile, disassemble, reduce to human readable form, execute publicly, make available to the public, adapt, sub-license, make commercial use, process, compile, translate, sell, lend, rent, reverse engineer, combine with or incorporate into other content, modify and create derivative works any Content you provided us for the purpose of providing you the Services. Subject to the terms of this Agreement, you provide us an unlimited, non-exclusive, royalty-free and perpetual license to use, display, sell and commercially distribute to third parties Your Content solely as a part of Primis Content, in order to allow us to provide our Services to third parties.
- 10.3. We grant you limited, non-exclusive, non-transferable and non-sublicensable license to you our Content (including Primis Content) during the Term of this Agreement and only in the framework of the Services and the Platform. For the avoidance of doubt, you may not use any Content originates in the Platform in any other website, app, web page without Primis prior written consent.
- 10.4. Primis retains all trademark and service mark rights in the Service. You may not adapt or use otherwise any name, mark or logo that is identical, or confusingly similar to any of these marks and logos.

10.5. Publisher hereby consents and grants Primis the right to display and use Publisher's name and logo on its marketing and promotional materials, press releases or otherwise disclose that Publisher has entered into an agreement with Primis.

10.6. You must avoid any action or omission which may dilute or tarnish the goodwill of Primis.

11. FORCE MAJEURE

If a party is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure (i.e. acts, events, omissions or accidents beyond the commercially reasonable control of the party obligated to perform, including, without limitation: strikes (local and national) or lock-outs; civil commotion, riot, invasion, war, war threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural physical disaster; inability to use railways, shipping, aircraft, motor transport or other means of public or private transport), and if the party so prevented gives written notice thereof, to the other party, specifying the matters constituting force majeure, at the earliest time it has become aware of the existence of such circumstances, such notice to sufficiently detail the force majeure event and specify the period for which the party estimates that such prevention or delay will continue, then said party will be excused the performance or the punctual performance, as the case may be, from the date of such notice for so long as such cause of prevention or delay continues.

12. CHANGES IN THE SERVICE; DISCONTINUATION

12.1. We may, but are not obligated to, maintain the Platform with periodic releases of bug fixes, code updates or upgrades. We will determine, at our discretion, the frequency and scope of such releases and you will have no plea, claim or demand against us or our directors, officers, employees, agents, advisors, consultants, subcontractors and assignees (collectively, our “**Staff**”), for any of these releases or the lack thereof.

12.2. We may also, at any time and without prior notice, change the layout, design, scope, features or availability of the Platform and/or the Player. Such changes, by their nature, may cause inconvenience or even malfunctions. You agree and acknowledge that we do not assume any responsibility with respect to, or in connection with the introduction of such changes or from any malfunctions or failures that may result therefrom.

12.3. We may suspend the provision of the Platform and/or the Services, in whole, or in part, for all publishers, or for certain publishers, for periodic maintenance or similar purposes, without any liability to you. We will make efforts to provide you prior notice of any planned down-time of the Service due to maintenance.

13. SERVICE SUPPORT

We may, but are not obligated to, offer technical support in connection with your use of the Platform, in the format, frequency, scope and scheme that we, at our sole discretion, determine from time to time. You will have no plea, claim or demand against us or our Staff in any matter related to our provision of technical support, or for the lack thereof.

14. DISCLAIMER OF WARRANTY

14.1. THE AVAILABILITY AND FUNCTIONALITY OF THE PLATFORM, THE PLAYER AND/OR THE SERVICES DEPEND ON VARIOUS FACTORS AND ELEMENTS, INCLUDING SOFTWARE, HARDWARE AND COMMUNICATION NETWORKS, PARTIALLY PROVIDED BY THIRD PARTIES. THESE FACTORS ARE NOT FAULT FREE. PRIMIS DOES NOT WARRANT OR GUARANTEE THAT THE PLATFORM, THE PLAYER AND/OR THE SERVICES WILL OPERATE WITHOUT DISRUPTION, ERRORS OR INTERRUPTIONS, OR THAT IT WILL BE ACCESSIBLE, OR AVAILABLE AT ALL TIMES, OR IMMUNE FROM UNAUTHORIZED ACCESS OR ERROR FREE.

14.2. YOU ACKNOWLEDGE THAT GIVEN THE MULTITUDE OF FACTORS THAT AFFECT THE EFFECTIVENESS OF ADVERTISING CAMPAIGNS, INCLUDING THE PROSPECTIVE USER’S BEHAVIOR, THE PRESENCE OF COMPETING ADVERTISERS AND TECHNOLOGICAL LIMITATIONS, THE PLATFORM AND/OR

THE CONTENT WE PROVIDE YOU MAY NOT PRODUCE THE OUTCOME YOU DESIRED, ANTICIPATED OR EXPECTED. WE DO NO WARRANT THAT YOUR USE OF THE SERVICES AND/OR THE PLATFORM WILL RESULT IN ANY PARTICULAR OUTCOME, INCLUDING REVENUE.

- 14.3. THE PLATFORM AND THE SERVICES IS PROVIDED FOR USE ON AN “AS IS” AND “AS AVAILABLE” BASIS, WITH ALL FAULTS. PRIMIS AND ITS STAFF DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, LIKELY-RESULT, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, COMPATIBILITY, PERFORMANCE, SECURITY OR ACCURACY. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT, INCLUDING STATEMENTS REGARDING CAPACITY, SUITABILITY FOR USE, LIKELY-RESULT OR PERFORMANCE OF THE PLATFORM, WHETHER OR NOT MADE BY ANY OF OUR STAFF, WHICH IS NOT EXPRESSLY CONTAINED IN THESE TERMS, SHALL BE DEEMED TO BE A WARRANTY BY PRIMIS FOR ANY PURPOSE, OR GIVE RISE TO ANY LIABILITY OF OUR STAFF WHATSOEVER.

15. LIMITATION OF LIABILITY

- 15.1. PRIMIS AND ITS STAFF WILL NOT BE LIABLE TO THE MAXIMUM EXTENT PERMITTED BY THE APPLICABLE LAW, FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, STATUTORY, INCIDENTAL OR CONSEQUENTIAL DAMAGE OR LOSS (INCLUDING LOSS OF PROFIT, BUSINESS EARNINGS, REVENUE, WEBSITE TRAFFIC, OR DATA), COSTS, EXPENSES AND PAYMENTS, EITHER IN TORT, CONTRACT, OR IN ANY OTHER FORM OF LIABILITY, ARISING FROM, OR IN CONNECTION WITH THE USE OF, OR THE INABILITY TO USE THE PLATFORM, THE SERVICES, THE CONTENT AND/OR THE PLAYER, ANY FAILURE, ERROR, OR BREAKDOWN IN THE FUNCTION OF THE PLATFORM AND/OR THE PLAYER, ANY FAULT, OR ERROR MADE BY THE STAFF OR ANYONE ACTING ON ITS BEHALF, ANY COMMUNICATION WITH PRIMIS, OR ANY DENIAL, CANCELLATION OR REVOCATION OF YOUR ACCOUNT.
- 15.2. IN ANY EVENT, OUR AND OUR STAFF’S TOTAL, MAXIMUM AND AGGREGATE LIABILITY TO YOU FOR DIRECT DAMAGES SHALL BE LIMITED TO THE TOTAL FEES WE PAID YOU IN THE THREE MONTHS PRECEDING THE EVENT PURPORTEDLY GIVING RISE TO THE DAMAGE.
- 15.3. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WE WILL BE FULLY RELEASED FROM OUR OBLIGATIONS AND LIABILITY TO YOU IF YOU HAVE BREACHED THE AGREEMENT, OR ANY OTHER TERMS, RULES OR REGULATIONS APPLICABLE TO THE PLATFORM AND/OR THE SERVICES, OR IF THROUGH YOUR USE OF THE PLATFORM AND/OR THE SERVICES, YOU INFRINGED OR VIOLATED ANY OTHER PERSON’S RIGHTS.

16. INDEMNIFICATION

- 16.1. Each party to this Agreement hereby agrees to indemnify, defend, hold harmless and compensate the other party including its officers, employees, and anyone acting on its behalf, for any direct expense, payment, loss, or any other direct damage, including reasonable legal fees, resulting from any third party allegation, complaint, claim, or demand, arising from, or in connection with any breach of this Agreement or any false representation by the other party.
- 16.2. The above indemnification is subject to the party requesting to receive indemnification: (i) promptly notifying the indemnifying party of any third party claim with respect to which it wishes to receive indemnification; (ii) cooperating with the indemnifying party and providing it with all applicable information in this regard; (iii) the indemnifying party

being entitled to take over the defense against the claim, and (iv) not entering into any settlement without the indemnifying party's prior written consent.

17. GOVERNING LAW AND JURISDICTION

- 17.1. Regardless of your place of residence or where you access or use the the Platform and/or the Services from, this Agreement, your use of the Platform and/or the Services and any dispute arising therefrom, or in connection with you and Primis, will be governed by and construed exclusively in accordance with the laws of the State of Israel, excluding any otherwise applicable rules of conflict of laws, which would result in the application of the laws of a jurisdiction other than the State of Israel.
- 17.2. The sole and exclusive jurisdiction and venue of any action, suit or legal proceedings, with respect to this Agreement or Primis, shall be in the Courts located in the district of Tel-Aviv. You hereby expressly consent to the exclusive personal jurisdiction and venue of such courts, and any objections related thereto, including objections on the grounds of improper venue, lack of personal jurisdiction or forum non-convenience.

18. GENERAL

- 18.1. The Agreement (including the IO) constitutes the entire agreement between you and Primis with respect to the Platform and/or the Services and supersedes any and all other prior or contemporaneous agreements or understandings.
- 18.2. No waiver, concession, extension, amendment, representation, alteration, addition or derogation from the Agreement, or pursuant to the Agreement, will be effective or binding unless consented to explicitly in writing by both Parties' authorized representative. For the avoidance of doubt, the Parties may make amendments to the provisions of this Agreement and/or the IO in email, SMS or any other agreed electronic form.
- 18.3. Primis may, at its discretion, make unilateral changes to the IO, commercial terms and this Agreement, provided that such changes are for the benefit of the Publisher.
- 18.4. Notwithstanding the foregoing, Primis may revise these Terms, in whole or in part, at any time by putting you on notice of the amended Terms. Your continued use of the Service and/or the Platform after the effective date of the amended Terms constitutes your consent to the amended Terms.
- 18.5. The Agreement does not, in any way, create a partnership, joint venture, employment relationship, franchise, agency or any other similar relationship between Primis and you, and nothing in the Agreement will be interpreted or construed as creating or establishing any such relationship.
- 18.6. Failure on the part of Primis to demand performance of any provision of the Agreement will not constitute a waiver of any right under the Agreement. You may not assign or delegate this Agreement or any of your rights and obligations hereunder, without our express prior written consent. Any purported assignment, in contravention of the above will be null and void. We may assign or delegate this Agreement in its entirety, or any of our rights and obligations hereunder, without the need for your specific consent, for example upon a merger, acquisition, change of control or the sale of all or substantially all of the equity or assets relating to Primis or the Platform and/or the Services.
- 18.7. With such assignment or delegation of the entire Agreement, we are fully released from all our duties, liabilities and obligations under this Agreement. The section headings in the Agreement are included for convenience only and will take no part in the interpretation of the Agreement. The term "Including", as used throughout this Agreement, whether capitalized or not, means without limitation.

19. SEVERABILITY

- 19.1. If any provision of the Agreement is held to be illegal, invalid, or unenforceable by a competent court, then the provision will be performed and enforced to the maximum extent

permitted by law, and the remaining provisions of the Agreement will continue to remain in full force and effect.

Last update: December 2022.