



Content Distribution and Monetization Agreement

[Last Updated March 16, 2024]

This Content Distribution and Monetization Agreement ("**Agreement**"), forms a legally binding and enforceable agreement between JAM-X Ltd. ("**Company**") and you, a content provider accepting this Agreement through online registration to the Company Services (as defined below) or otherwise executing an Insertion Order with the Company ("**Content Provider**" or "**you**") and is effective as of execution of an Insertion Order by both parties (where the Insertion Order shall constitute an integral part of this Agreement) or otherwise acceptance of this of this Agreement, as applicable ("**Effective Date**"). Company and the Content Provider shall each be referred to as a "**party**" and collectively the "**parties**".

ACCEPTANCE: (I) BY EXECUTING AN INSERTION ORDER INCORPORATING THIS AGREEMENT; OR (II) BY USING THE COMPANY SERVICES (AS DEFINED BELOW) YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD AND AGREE TO THE TERMS OF THIS AGREEMENT. YOU AGREE TO BE BOUND BY THIS AGREEMENT AND TO COMPLY WITH ALL APPLICABLE LAWS AND REGULATIONS REGARDING YOUR USE OF THE COMPANY SERVICES. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

1. Company Services & Grant of Content Distribution and Monetization Rights

- 1.1. Subject to terms set forth under the Agreement, Company will provide the Content Provider with audio content distribution, promotion and monetization related services, including by hosting, serving and streaming audio podcasts and shows ("**Content**") created by Content Provider or that otherwise the Content Provider is the owner of the applicable rights in and to such Content, within the technology and platform developed, operated and owned by the Company ("**Player**"), which is integrated into various third-party ("**Publishers**") digital assets or media channels (including websites, apps, audio platforms, etc.) ("**Publisher Assets**") (the above shall collectively be refers to as the "**Company Services**").
- 1.2.** The Content Provider hereby grants the Company with: (i) worldwide, exclusive, sub-licensable right and license, during the Term, to use, copy, record, reproduce, display, publicly perform, transmit, publish, broadcast, translate, make derivative works of, and otherwise use and exploit all or any portion of the Content for the purpose of the Services, including distribution of such Content through the Player integrated into Publisher Assets, and to further sell, commercialize and monetize the Content, including by way of insertion of third party advertisement and promotional materials ("**Ads**") within the Content or otherwise in conjunction with the Content; and (ii) a non-exclusive, non-transferable, royalty-free, worldwide right to reproduce and display Content Provider's name, tradename, logo, images and similar marks related to the Content Provider and the Content, as reasonably required for the purpose of the Services.
- 1.3. The Content Provider acknowledge and agrees that subject to the terms of this Agreement: (i) the Publisher Assets and any Content distribution channels, as well as the frequency, placement and timing of the Ads are subject to Company's sole discretion; and (ii) Company shall be entitled to distribute, sell, commercialize and monetize the Content directly or through its third party advertising partners, agencies and networks ("**Advertising Partners**"), including to enable such Advertising Partners to insert third party Ads.

2. Representation and Warranties



- 2.1. **Mutual Representations and Warranties:** Each party represents and warrants to the other party that: (i) it has the full right, power and authority to enter into this Agreement, to provide any warranty herein, and to perform its obligations hereunder; (ii) it will abide with all applicable laws, statutes, ordinances and regulations for performance of any act or obligation under this Agreement; and (iii) this Agreement constitutes the legal, valid and binding obligation of each party, enforceable against each party in accordance with its terms.
- 2.2. **Company Representations and Warranties:** Company further represents and warrants it owns or has the legal rights in the Services. EXCEPT AS OTHERWISE EXPRESSLY STATED HEREUNDER, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.
- 2.3. **Content Provider Representations and Warranties:** Content Provider further represents and warrants that: (i) Content Provider owns all intellectual property rights, including all forms of proprietary rights, titles, interests, and ownership relating to copyrights, trademarks, tradenames, moral rights, and all similar rights, now or in the future, in any jurisdiction, including without limitation all applications and registrations therefore as well as the rights to apply for any of the above ("**Intellectual Property Rights**"), in and to the Content, enabling the grant of rights and lawful use of the Content by the Company for the provisions of the Services, including as detailed under Section 1 of this Agreement, and that the Content is of the Content Provider's original work; (ii) the Content does not infringe applicable laws and do not breach any rights of, any person or entity, including without limitation Intellectual Property Rights, publicity or privacy rights nor any confidentiality obligations; (iii) the Content does not and will not include any content that involves, facilitates, advocates or promotes any illegal activity (including trafficking, use of illegal substances); discrimination on the basis of race, ethnicity, gender, religion, sexual orientation, age or disability; content which is false, misleading, libelous, defamatory, obscene, pornographic, adult content, sexually explicit or abusive; copyrighted materials, without the permission of the copyright owner, or content directed to children.

3. Consideration and Payments

- 3.1. **The** consideration for the Services, shall be as agreed upon by the parties in writing, under an Insertion Order or otherwise email correspondence, including, where applicable, the payment terms detailed therein.
- 3.2. The Content Provider is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental or regulatory authority on any amounts payable to or by Customer hereunder, other than any taxes imposed on Company's income.

4. Term and Termination

- 4.1. This Agreement shall commence on the Effective Date and for an initial period of twelve (12) months ("**Initial Term**"), which shall be automatically renewed for additional successive periods as the Initial Term, and until terminated by either party in accordance with the terms of this Agreement (each a "**Renewed Term**" and collectively with the Initial Term shall be referred to as the "**Term**").
- 4.2. Either party may terminate this Agreement: (i) by providing the other party with a sixty (60) days' notice prior to the end of the Initial Term or each Renewed Term; or (ii) by providing the other party with a written notice, effective immediately, in the event: (1) the other party has breached this Agreement, and where such breach was not cured with thirty (30)



days as of a written notice on behalf of the non-breaching party; (2) the other party files a petition for bankruptcy which is not removed or resolved within sixty (60) days or is adjudicated bankrupt, is insolvent, makes an assignment for the benefit of creditors, or enters into an agreement with its creditors pursuant to other bankruptcy law.

- 4.3. Upon the expiration or termination of this Agreement, each party's rights and obligations hereunder shall terminate, provided that all sections detailed herein which by their nature are intended to survive termination, shall survive termination or expiration for any reason, and including, without limitations, Sections 2.3., 5, 6, 7, 8, 9.

5. Services, Digital Assets and Ads - Intellectual Property Rights

- 4.1. The Intellectual Property Rights and all other rights, title and interest of any nature (including all modifications, enhancements, upgrades, customizations and derivative works thereof, and excluding third party content, if applicable) in and to the Player, Services, Digital Assets and Ads are and shall remain the exclusive property of Company, its Publishers and Advertising Partners, respectively and as applicable, and nothing in this Agreement shall be construed as transferring any right, title or interest to Content Provider in and to the Player, Services, Publishers Assets and Ads.

6. Indemnification

- 5.1. Content Provider shall indemnify, defend and hold harmless, Company, Publishers and Advertising Partners, and its and their respective affiliates, officers, directors, shareholders, or representatives ("**Indemnified Parties**") from any and all actual or threatened demands, judgments, awards, losses, damages, expenses, claims and liabilities, and all related costs, including reasonable legal fees ("**Liabilities**") incurred by Indemnified Parties as a result of or arising out of a third party claim arising from a breach or alleged breach of this Agreement by the Content Provider and any representations or warranties made by the Content Provider hereunder, including any claim the Content, or that the use of the Content as set forth herein by the Company or Advertising Partners, infringe any third party right, including Intellectual Property Rights or privacy rights.
- 5.2. Company shall indemnify, defend and hold harmless the Content Provider from all Liabilities incurred by the Content Provider as a result of or arising out of a third-party claim arising from a breach or alleged breach of this Agreement, including, among others, any representations or warranties made by Company hereunder.
- 5.3. For the indemnification obligations above to be applicable, each party must (i) promptly notify the other party in writing of any such claim and offer the other party the sole control of the defense and all related settlement negotiations, and (ii) reasonably cooperate with the other party, at the other party's expense, in defending or settling such claim. Neither party shall have any right, without the other party's written consent, to settle any such claim if such settlement contains a stipulation to or admission or acknowledgment of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of the other party.

7. Limitation of Liability

IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOSS OF BUSINESS PROFITS, OR OTHER PECUNIARY LOSS, ARISING OUT OF THE SERVICES, EVEN IF THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES IN CONNECTION WITH



THIS AGREEMENT EXCEED THE AMOUNT OF CONSIDERATION ACTUALLY PAID UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PRECEDING SUCH LIABILITY.

8. Confidentiality

In the context of the relationship under this Agreement, either party ("**Disclosing Party**") may disclose to the other party ("**Receiving Party**") certain confidential information regarding its technology and business ("**Confidential Information**"). The Receiving Party agrees to keep confidential and not disclose or use any Confidential Information except to support its use or provision of the Services. The parties agree to maintain the confidentiality of this Agreement and the other party's Confidential Information using reasonable commercial efforts. Confidential Information shall not include information that Receiving Party can demonstrate: (i) was already lawfully known to or independently developed by Receiving Party without access to or use of Confidential Information; (ii) was received by Receiving Party from any third party without restrictions; (iii) is publicly and generally available, free of confidentiality restrictions; or (iv) is required to be disclosed by law, regulation or is requested in the context of a law enforcement investigation, provided that Receiving Party provides Disclosing Party with prompt notice of such requirement and cooperates in order to minimize such requirement.

9. Miscellaneous

8.1. Governing Law and Jurisdiction. This Agreement and any claim, controversy, or dispute arising under, related to, or otherwise in connection with this Agreement shall be interpreted, construed, and enforced in accordance with the laws of the State of the State of Israel, applied without giving effect to any conflicts of law principles. The parties agree that any lawsuit that may be brought with respect to this Agreement shall be brought exclusively in the competent courts located within Tel Aviv, Israel.

8.2. Amendments. The Company reserves the right to modify, correct, or amend this Agreement by providing a 30-day prior written notification, and such will be effective following the applicable Company notice or, at the Company's discretion, upon a Renewed Term. Where the Content Provider objects to such changes, in the event the parties did not reach an amicable solution, the Content Provider shall be entitled to terminate the Agreement upon the amendments' effective date.

8.3. Relationship of the Parties. Each party is an independent contractor and as such will not have any authority to bind or commit the other. Nothing herein shall be deemed or construed to create a joint venture, fiduciary, agency or employment relationship between the parties for any purpose.

8.4. Assignment. The Content Provider may not assign its rights and obligations under this Agreement without the Company's prior written approval.

8.5. Severability. Should any one or more of the provisions of this Agreement be determined to be invalid, unlawful, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired by such determination and will remain in full force and effect, and the provision affected will be construed to be enforceable to the maximum extent permissible by law.

8.6. Waiver. A delay or omission by either party to exercise any right under this Agreement shall not be construed to be a waiver of such right. A waiver by either party of any of the performance provisions of this Agreement shall not be construed to be a waiver of any succeeding performance or breach.