

## **Publisher Supply Terms**

These Scalibur Publisher Supply Terms of Use (the “**Terms**”) govern your participation as a publisher in the advertising and monetization services operated by Overwolf Ltd. (“**Overwolf**,” “**we**,” “**us**,” or “**Scalibur**”).

By integrating or using the Scalibur bidder, adapter, tags, or any related technology (collectively, the “**Scalibur Platform**”) on your digital properties, or by signing an applicable order form (“**Order**”), you (“**Publisher**”) agree to be bound by these Terms.

Each Order executed between you and Overwolf shall incorporate these Terms by reference and, together with them, form the complete agreement between the parties (collectively, the “**Agreement**”). In the event of a conflict between an Order and these Terms, the Order shall prevail.

**WHEREAS:** Scalibur operates a proprietary advertising bidder and monetization system (“**Scalibur Platform**”) that participates in real-time auctions through prebid and similar integrations to purchase and serve digital advertisements on third-party web properties;

**WHEREAS:** Publisher owns or controls certain digital media properties and wishes to integrate the Scalibur Platform into its properties to enable Scalibur to bid on available advertising inventory;

**WHEREAS:** the parties intend that Scalibur shall act as a non-exclusive bidder in Publisher’s demand stack, competing alongside other demand partners, and shall pay Publisher for Impressions (as defined below), where Scalibur’s bid wins the auction; and

**WHEREAS:** the parties desire to define their respective rights, responsibilities, and obligations in connection with such integration, bidding activity, and payment arrangements;

**NOW THEREFORE**, in consideration of the mutual covenants and promises set forth herein, and intending to be legally bound, the parties agree as follows:

### **1. General**

- 1.1. The preamble to this Agreement constitutes an integral part hereof.
- 1.2. All headings of the Sections and subsections of this Agreement are intended for convenience of reference and shall not be used in interpreting this Agreement.
- 1.3. References in this Agreement to a particular gender shall be applicable to all genders.

### **2. The Services**

- 2.1. **Integration and Access.** Publisher shall integrate the Scalibur Platform into its digital properties through prebid or another mutually agreed integration method (“**Integration**”). Scalibur shall provide reasonable technical specifications, documentation, and support to enable such Integration. Publisher shall ensure that its Integration implementation complies with industry standards and does not interfere with the accurate tracking or delivery of advertisements served by Scalibur. Scalibur shall not be required to bid or deliver any minimum volume of Impressions.

“**Impression**” means an ad impression for which Scalibur’s bid wins the auction and the ad is successfully rendered on the Publisher’s property, as recorded by Scalibur’s measurement systems

- 2.2. **Auction Participation and Bidding.** Once Integration is complete, Scalibur may participate in Publisher’s ad auctions on a non-exclusive basis. Scalibur shall determine, at its sole discretion, whether to bid on any given Impression, and the price of such bid. Publisher acknowledges that Scalibur’s participation in auctions is dynamic and performance-based, and no commitment to bid frequency, spend, or fill rate is made.
- 2.3. **Pricing and Payments.** Scalibur shall pay Publisher for each Impression. The payment shall be based on the bid price per one thousand Impressions (“**CPM**”), as reflected in Scalibur’s internal reporting systems, less any applicable taxes, chargebacks, or invalid traffic adjustments. All payments shall be made within sixty (60) days following the end of each calendar month in which the Impressions occurred, subject to receipt of a valid invoice from Publisher. All payments shall be made in USD. Scalibur’s data and tracking records shall be deemed authoritative for purposes of calculating payments, except in cases of manifest error.
- 2.4. **Taxes.** All payments under this Agreement are exclusive of applicable taxes. Publisher shall be responsible for all taxes, levies, or duties imposed by any governmental authority, except for taxes imposed on Scalibur’s income.
- 2.5. **Reporting.** Scalibur shall provide Publisher with access to performance reports summarizing Impressions, bids, and revenue calculations at a commercially reasonable frequency. In the event of any discrepancy between Scalibur’s and Publisher’s data exceeding ten percent (10%), the parties shall confer in good faith to reconcile the difference; however, Scalibur’s reporting shall prevail absent demonstrable system error.

### **3. Term and Termination**

- 3.1. **Term.** This Agreement shall commence on the Effective Date and continue for a period of twelve (12) months (“**Initial Term**”). Thereafter, it shall automatically

renew for successive twelve (12)-month terms (each, a “**Renewal Term**”) unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

- 3.2. **Termination.** Notwithstanding the foregoing: (a) Either party may terminate immediately in the event of a material breach by the other party that remains uncured for ten (10) days following written notice; (b) Scalibur may suspend or terminate this Agreement immediately upon notice if Publisher engages in fraudulent, deceptive, or unlawful conduct affecting ad delivery or reporting. (c) Upon termination, Publisher shall immediately remove Scalibur’s bidder, tags, and any associated technology from its properties.

#### **4. Data Ownership and Terms**

- 4.1. **Technical Implementation.** Publisher shall implement the Scalibur bidder and any related tags, adapters, or scripts in accordance with the technical documentation provided by Scalibur. Publisher shall not alter, modify, or interfere with any Scalibur technology, tag, or script without Scalibur’s prior written approval. Publisher shall ensure its digital properties are maintained in a manner that does not disrupt or degrade Scalibur’s ability to deliver, measure, or verify Impressions (as defined below). Scalibur may update or modify its technical specifications or bidder configuration from time to time, and Publisher shall implement such updates within a commercially reasonable period.
- 4.2. **Data Ownership and Usage.** All performance data, bidding data, and advertising delivery data generated by or through the Scalibur Platform (“**Scalibur Data**”) shall be the sole and exclusive property of Scalibur. Publisher shall have the limited right to use aggregated reporting data solely for internal business analytics and payment reconciliation. Publisher shall not sell, transfer, license, or otherwise disclose any Scalibur Data, nor use such data to create or improve competing products or services. Scalibur may use aggregated and anonymized data from Publisher’s inventory for optimization, analytics, and reporting to advertisers and demand partners.
- 4.3. **Privacy and Compliance.** Each party shall comply with all applicable privacy and data protection laws, including the General Data Protection Regulation (GDPR), and the California Consumer Privacy Act (CCPA), to the extent applicable. Publisher represents that it provides end users with all legally required notices and obtains all necessary consents for the collection and processing of data involved in ad delivery and measurement activities conducted through the Scalibur Platform. Scalibur shall process personal data solely as a data controller or independent processor, as applicable, and shall not be deemed a joint controller with Publisher. Each party shall implement commercially

reasonable administrative, technical, and organizational measures to protect data from unauthorized access, disclosure, or destruction.

- 4.4. **Invalid Traffic and Fraud Prevention.** Scalibur reserves the right to withhold payment or adjust reported revenue for Impressions it determines, in its reasonable discretion, to result from invalid traffic, fraudulent activity, or non-human interactions. Scalibur may share relevant fraud-detection data or signals with Publisher upon request to facilitate inventory quality improvements.
- 4.5. **Service Availability.** Scalibur does not guarantee uninterrupted or error-free operation of the Scalibur Platform. Scalibur may suspend access temporarily for maintenance, upgrades, or other necessary actions, provided that Scalibur shall use reasonable efforts to minimize disruption.
- 4.6. **Technical Cooperation.** Each party shall designate a technical contact responsible for day-to-day operational matters, including integration, reporting validation, and troubleshooting. Both parties shall cooperate in good faith to address and resolve technical issues that may impact ad delivery or tracking accuracy.

## **5. Intellectual Property.**

All intellectual property rights in and to the Scalibur Platform, including all software, code, documentation, and data generated thereby, are and shall remain the sole property of Scalibur, except for the limited rights expressly granted in this Agreement, nothing shall be construed as transferring or granting Publisher any right, title, or interest in or to the Scalibur Platform or any Scalibur intellectual property. Publisher grants Scalibur a non-exclusive, worldwide, royalty-free license to access, use, and bid on Publisher's digital inventory solely for the purposes contemplated in this Agreement.

## **6. Representations and Warranties**

Each party represents and warrants that: It is duly organized, validly existing, and authorized to enter into this Agreement. It has obtained all necessary rights and permissions to perform its obligations hereunder. Its performance of this Agreement does not and will not violate any applicable law or third-party right. Scalibur provides the Scalibur Platform "as is" and expressly disclaims all other warranties, whether express, implied, statutory, or otherwise, including warranties of merchantability, fitness for a particular purpose, non-infringement, and uninterrupted service.

## **7. Indemnification and Limitation.**

- 7.1. **Publisher Indemnity.** Publisher shall indemnify, defend, and hold harmless Scalibur, its affiliates, and their officers, directors, employees, and agents from and against any and all claims, damages, liabilities, losses, or expenses (including reasonable attorney fees) arising out of or related to: (a) Publisher's

breach of this Agreement; (b) Violation of applicable law or data protection obligations; or (c) Publisher's content, websites, or ad inventory.

- 7.2. **Scalibur Indemnity.** Scalibur shall indemnify Publisher only for third-party claims alleging that the authorized use of the Scalibur Platform infringes any intellectual property right of such third party. Scalibur shall have no liability if the claim arises from any modification, misuse, or unauthorized combination of the Platform with other technologies.
- 7.3. **Procedure.** Each party's indemnification obligations are conditioned on prompt written notice, reasonable cooperation, and sole control of defense by the indemnifying party.
- 7.4. **Limitation of Liability.** To the maximum extent permitted by law, neither party shall be liable to the other for any indirect, consequential, incidental, special, or punitive damages, including loss of profit, revenue, or goodwill, even if advised of the possibility of such damages. Scalibur's total cumulative liability under this Agreement shall not exceed the total amount paid or payable to Publisher during the six (6) months preceding the claim. The foregoing limitations shall not apply to a party's indemnification obligations, breach of confidentiality, or willful misconduct.

## **8. Confidentiality**

Each party agrees to maintain the confidentiality of all non-public information disclosed by the other party in connection with this Agreement ("**Confidential Information**"). Neither party shall disclose or use Confidential Information for any purpose other than performing its obligations under this Agreement, except where disclosure is required by law or governmental order. Upon termination, each party shall, at the other's request, delete or return all Confidential Information, except as required to be retained under applicable law.

## **9. Miscellaneous**

- 9.1. **Assignment.** The Company may assign any of its rights and/or obligations under this Agreement and it shall give written notice to the Publisher of such assignment, provided the assignee has assumed the Company's obligations under this Agreement.
- 9.2. **Entire Agreement; Amendments.** This Agreement constitutes the entire agreement between the parties with respect to the matters referred to herein, and supersedes any other arrangement, understanding or agreement, verbal or otherwise. This Agreement may not be amended or modified except by the written consent of the parties hereto.

- 9.3. Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Israel (excluding its conflict of law principles) and the competent courts of Tel-Aviv shall have exclusive jurisdiction over any disputes arising hereunder.
- 9.4. No Waiver. No failure or delay on the part of any party hereto in exercising any right, power or remedy thereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. Any waiver granted thereunder must be in writing and shall be valid only in the specific instance in which given.
- 9.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable under applicable law, then such provision shall be excluded from this Agreement and the remainder of this Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms; provided, however, that in such event this Agreement shall be interpreted so as to give effect, to the greatest extent consistent with and permitted by applicable law, to the meaning and intention of the excluded provision as determined by such court of competent jurisdiction.
- 9.6. Notices. All notices hereunder will be in writing and shall be given by and be deemed received by the receiving party (i) if sent by a delivery service, on the date confirmed as the actual date of delivery by such service; (ii) if sent by registered air mail, return receipt requested, within seven (7) days of mailing; (iii) if sent by facsimile with electronic confirmation of transmission, on the next business day after transmission, if not transmitted on a business day, or on the day of transmission, if transmitted on a business day; or (iv) if sent by e-mail with an electronic written confirmation of receipt, on the next business day after transmission, if not transmitted on a business day, or on the day of transmission, if transmitted on a business day.
- 9.7. Survival. The provisions of Sections 2, 4 and 6-8 shall survive termination of this Agreement.