SPEEDSIZE™ TERMS

SpeedSize™ leverages advanced Neuroscience, Deep Learning AI, and Edge Computing to enhance website performance, enabling up to 10x faster loading times for images and videos while maintaining 100% original quality. By disrupting the traditional media compression and delivery industry, SpeedSize reduces media delivery over the web by 30-90% without quality loss, resulting in significant cost savings and a positive sustainability impact.

GENERAL

These Commercial Terms and Conditions (these "**Terms**") are made and entered into by and between SpeedSize Ltd, Company Number 516020567, of 4 HaTsoran Road, Netanya, Israel ("**Company**") and the client indicated in the applicable Sales Order ("**Client**") with respect to the website URL(s) specified therein (the "**Website**(s)"), who wishes to receive the Company's services.

The services will include AI-optimization and transformation for images, icons, thumbnails, animations, and short videos ("**Media**" or "**Content**"), and/or edge content delivery network services (collectively, the "**Services**").

Client acknowledges that they have reviewed these Terms and consent to them accordingly. These Terms shall be effective as of the Start Date of the engagement (as indicated in the Sales Order) and remain in effect until expiration of the term of Services.

The Company reserves the right to update or modify these Terms with or without prior notice at its discretion. You are encouraged to review these Terms periodically for updates.

DESCRIPTION OF SERVICES

Company will automatically AI analyze, optimize, process, cache, store and deliver all Media files, and adaptively deliver the best transformations such as auto format, auto resolution, changing the aspect ratio and auto cropping for each website visitor individually from the Amazon Web Services edge CDN, according to technology limitations.

Optimization, Transformation, and Delivery are all Services provided by the Company. The Company acts as a service provider between the Client and its Media origin by optimizing the Media based on different parameters.

Each visitor will receive the Media files with a similar visual quality as the original and/or a smaller file size, and in an optimal format based on the user's browser, device, retina screen Device Pixel Ratio (DPR) and physical location.

The Company also offers custom integrations for enterprise Clients based on their specific requirements and CDN infrastructure needs.

In order for the Services to be optimized, the Client is requested to provide the highest resolution and quality of images and videos available for processing and optimization by the Company.

A Sales Order may be accepted by physical or digital acceptance (including by docusign or checkbox agreement) or by making payment thereunder.

PLAN DETAILS

The Client has the option to choose a plan based on volume, which comes with a limit on the number of images, videos, and gigabytes that can be delivered to the end visitors. For a personalized offer, kindly get in touch with us.

Our range of Plans does not encompass advanced functionalities, expert consultations, or third-party integration transformation parameters, such as enhancement of the visual quality, upscaling to higher resolutions, background removal, and more. If the Client will use of of those functionalities, additional fees will apply retroactively for these services, separate from the base subscription fee.

FREE PLAN

The Free plan is an optional trial period for a test/dev environment that lasts for a maximum of 14 days and allows for up to 100 Images optimized and/or 100 visitors delivered (excluding videos) and up to 4 Gb in total.

After any of these parameters have been exceeded (term, images, visitors or Gb usage), and unless the Client has terminated the Free plan as provided below before such time, the applicable usage plan (Small, Medium, Large or Enterprise) will automatically commence for an initial 12 month subscription term and the Client will be billed accordingly.

INTEGRATION

The Services that the Company provides do not require any complex API integration. A simple way to integrate with the Company's API is by adding the Company prefix to the Client's Media URLs and transformation parameters as a suffix of the URL. Additionally, the Company may use Company plugins for major CMS platforms such as WordPress, WooCommerce, Magento or Shopify, as well as others. The API Services can be easily accessed and modified from the URL of each Media file and will enable the Client to control the actions it takes regarding its Media.

The Client is responsible for updating its site or service codes to work with the API Services in accordance with the Company documentation.

The Company enables the Client to upload the Media on its Website or application or any other third-party storage, for the Company to automatically download and optimize on demand. As part of its product, the Company offers various features to ensure secure Media delivery on its websites and apps. To facilitate this, the Company may establish a connection between its storage or servers and the Client's servers, which contain the original assets, and provide Company with read-only access to them. This arrangement ensures that the Client retains ownership of its original Content and that Company accesses it only when necessary to fulfill a resource request.

Delivery and Caching are important aspects of the Services, and the Company will cache the Client's Content at the Company's discretion. If the Client desires to drop a cache for specific files, it should use the method provided by the Company, if available.

Enterprise Plan Clients can choose to keep their own CDN infrastructure via a Proxy integration to the Company's Services, and therefore will not use the Company for Content Delivery and the Company will not cache or deliver the Client's Content. In this scenario, the Company acts as a service provider by delivering the Media of the Client through a third-party delivery network. The Company has a dynamic approach and continuously strives to provide additional Services to satisfy its Clients. These Services may be without additional charge, or subject to additional fees and may be governed by additional or different terms of service.

The Company's processing and storage network utilizes AWS and other reputable cloud providers and is distributed across six global locations. Each location is isolated from one another in terms of data storage to ensure compliance with any applicable local data storage and processing regulations. As a last resort, the Company may utilize alternative regions to process requests in the event of a particular region becoming unresponsive, temporarily ensuring the high availability of its Services.

To enhance security and firewalls for enterprise clients, the Company can choose to integrate with any popular CDN or other cloud solution for Media optimization, transformation and/or delivery and security. Moreover, the Company reserves the right to monitor all incoming traffic of any kind or Media usage to its systems and set alerts for significant usage pattern changes.

Custom Domain is an option provided by the Company to Enterprise/Large Clients. By default, the Company will use the "cdn.speedsize.com" custom domain to deliver the Company's Media. However, the Client can choose to provide the Company with a custom domain name. The Client will have the opportunity to select an alternative domain name at any time.

ANALYTICS ACCESS; TESTIMONIALS

The Client will provide the Company with Google Search Console access and testimonials with before/after performance Analytics data (Bounce rate, Traffic analysis, Time on page, CTR, Core Web Vitals, etc.) for promotional and marketing purposes, and will allow the Company to use the Client's name and logo in its promotional and marketing materials.The Client agrees to share the before/after performance Analytics data (Bounce rate, Traffic analysis, Time on page, CTR, etc.) for the Company's promotional and marketing purposes.

CONTENT AND IP POLICY

The Client remains solely responsible for the Content provided to the Company, and represents that it owns or has otherwise acquired all necessary rights for the display and presentation of its Content on its Website(s) (including from any copyright holders of any Media), and also including for the use, hosting, processing and compression of such Content by the Company required or incidental to the provision of the Services.

The Company and its affiliates shall not be held liable for any claim (monetary, injunctive or otherwise), demand or decree arising in any legal action brought by a third party regarding the use, hosting, processing or compression of the Content, or the provision of the Services in connection therewith. The Client hereby undertakes to indemnify and hold harmless the Company and its officers, directors, employees, agents,

affiliates and permitted assigns in connection with the foregoing and shall pay or reimburse any of such parties for any loss, damage or expense (including reasonable attorney's fees, court fees, and/or any third party expense) incurred by such parties, including in the defense of any claims arising therefrom.

The Company reserves the right to decide whether any Content is appropriate (such as Content that is pornographic, obscene, slanderous, illegal or promotes violence, or could constitute or encourage conduct that may be considered a criminal offense) and to withhold its Services with respect to such Content.

All intellectual property and any other data, information, etc. of the Services provided by the Company, including (but not limited to) codes, diagrams, source codes, URL links, formulas, designs, graphics, technologies, sketches, equations, know how, patents, technologies, trademarks, and any other computerized or coded data accordingly, will be considered "**Company IP**" and remain the exclusive property of the Company. Any improvements or features developed by the Company, including at the request of Client, shall be deemed Company IP and solely owned by the Company. No rights to Company IP or the Services of the Company, including any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses with respect to the Services or software, are being provided under these Terms other than the limited right to receive the Services for the term specified in the Sales Order, and subject to the full and timely payment of the Services by the Client.

The Client's Media provided to the Company for the provision of the Services, and the resulting optimized media created through the Services shall remain at all times the sole and exclusive property of the Client. Upon written request of the Client to support@SpeedSize.com the Company will delete all Client Media and optimized Client Media from its services within not more than thirty (30) days from such written request. The Company may make available the optimized Media for Client to download, subject to an additional fee.

The Client agrees not to reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("**Software**"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by the Company or authorized within the Services); use the Services or any Software for time sharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels from the Software.

The Client acknowledges and affirms that any information pertaining to their account, encompassing, without limitation, shared functionality, login credentials, account configurations, API keys, authentication tokens, and other particulars specific to integrations, as provided by SpeedSize, shall be handled as confidential and reserved exclusively for the intended Client's use. The Client undertakes not to disseminate, circulate, or disclose any integration particulars to external parties without procuring prior written consent from SpeedSize. In the event that the Client receives authorization through SpeedSize for such activities, supplementary charges may be applicable, distinct from the base subscription fee, and any prior signed agreements shall be subject to revision or replacement.

REGISTRATION

In order to use the Services offered by the Company, the Client must register with the Company by providing necessary information such as its name, email address, company name, company ID, company address, phone number, etc. (collectively, the "**Account Information**").

The Client acknowledges that they are solely responsible for maintaining the confidentiality of the Account Information that they have provided to the Company. The Client agrees to immediately notify the Company of any unauthorized use of their account by a third party. The Client acknowledges that the Company will not be liable for any direct or indirect damage caused as a result of such unauthorized use of Account Information by a third party.

PAYMENT

The Client agrees to pay the Company the fees for the Services as set forth in the order details presented in the Sales Order.

In the event Client fails to return the signed Sales Order within 7 days of the Sending Date, all existing offers and special pricing listed therein shall be null and void.

The effective activation and billing date is the same as the Start Date on the Sales Order. Payment for the Services shall commence on the Start Date, regardless of whether integration of the Services has been completed by such date, or if provision of the Services has commenced by such date.

Unless agreed to within the Sales Order in writing, all Client Payments terms are Net 3 days from receipt of the invoice and all payments must be made in advance to the Company prior to providing any Services to the Client. With respect to Clients on a Free Plan, the invoice will be sent when the Free Plan parameters have been exceeded as set forth above.

The annual prepayment may be made by credit card or wire transfer. Payment by credit card will be deducted automatically on full annual prepayment or a monthly basis using the credit card submitted for the first payment.

Bank details for wire transfers of the Company are as follows:

Company Name: SpeedSize Ltd.
Company Number: 516020567
Bank Name: Bank Hapoalim
Account No: 594013
Branch Number: 584
SWIFT: POALILIT
IBAN: IL41-0125-8400-0000-0594-013

Late payment of fees will be charged with monthly interest of 5% from the due date of payment until the date of actual payment, or the maximum amount permitted under law, if lower. If the Client is more than 30 days late in payment, the Company may terminate or halt the Services upon 24-hours written notice. Any such termination of Services shall not relieve the Client from its obligation to continue payment for the Services until the expiration of the then-current Service Term or Renewal Term.

In the event of customer payment delay, following their failure to respond to the company's email correspondence or any other form of communication, refusal to engage in negotiation, or failure to settle their debt, and in the event that the company is compelled to initiate

collection proceedings through its employees, collection agents, or external legal counsel, the customer is hereby notified that they will bear the responsibility for payment of all collection costs incurred for the accrued debt, including associated interest rates on the outstanding balance.

The Company may agree to restore the Services upon payment of all outstanding amounts, including interest, by the Client. Additionally, the Company may condition any restoration of Services to prepayment by the Client of the remaining balance on the account of the remainder of the then current Service Term or Renewal Term, in advance, in order to mitigate any future Service non-payment.
Any future additional features developed by the Company will be subject to its own pricing or fee structure at the time of availability.

The Company reserves the right to change the fees or applicable charges and to institute new charges and fees at the end of the Service Term or any Renewal Term, upon notice to the Client.
The Client shall be responsible for all taxes associated with the Services and the payments due, except for taxes on the Company's net income.

The Client will pay its own local taxes.

The Client will not be eligible for any special discounts or pricing other than as set forth in the Client's Sales Order.

All payments of fees to the Company by the Client are non-cancellable and non-refundable.
No reimbursement shall be granted for UnderUsage of SpeedSize services (Images, Videos, Gigabytes), inaccurate estimations, dissatisfaction with business outcomes, or any performance metrics that have not been pre-established in writing as part of this agreement, and so forth.

TERMINATION

Should the Client wish to terminate the Free plan, it must notify the Company while the Free plan has not been exceeded and is still in effect, by sending a termination notice to: support@SpeedSize.com.

Termination by other means will not be deemed valid termination.
During the 14-day integration period starting from the Start/Sign date, the customer has the right to terminate the services if the implementation fails on the dev environment only due to reasons beyond the customer's control. In case of custom features or integration specifics, SpeedSize will extend the integration period and the Customer will not be charged until completed.

If the customer selects an annual agreement or any other initial subscription term for SpeedSize services and receives additional discounts for a 3-year auto-renewal, the subscription will automatically renew for an additional 3 years after the first year.

Upon the expiration of the Service Term or Renewal Term set forth in the Sales Order with the Client, the Company may, at its sole discretion, automatically renew the term of Services unless written notice of termination is officially received from the Client at support@SpeedSize.com no less than 90 days prior to the end of the then applicable Service Term or any Renewal Term. Any other termination notice received by a different channel will not be considered as valid termination or notice of non-renewal.

Upon termination or expiration of the Services, Client's access to the Services will be terminated, and the Company will not be responsible for any damages or losses incurred by the Client, including due to loss of profits. Furthermore, upon termination or the Services for any reason, the Client acknowledges that the optimized Media of the Services will no longer be served to visitors of its Websites and the Client will be required to effect the necessary changes to its Websites (including to update the Media URL references) to ensure that the original Client media is reinstated. The Client further agrees and acknowledges that should it fail to effect such changes, the Websites may show blank spaces/errors where the Media should be displayed and/or otherwise display the Client's original unoptimized Media.

USAGE

The pricing in the Sales Order is limited to the volume cap of Images, Videos, and Gigabytes set forth therein and optimized, transformed and delivered on the Websites.

Images and Videos are counted on an annually accumulated basis, such that each Image or Video processed on demand (upon a visitor's Media request on the Website) is counted towards the volume cap, even if they are thereafter removed or made unavailable on the Websites. The usage includes calls for additional domains or subdomains of the Customer or of any 3rd party website that may use the media URLs without approvel, captcha images, media from bots, media for social networks, crawlers, web scraping tools, etc. or actual Website visitors. Client acknowledges that the Company's Services can not differentiate between valid usage of its Website or usage by 3rd party websites, bots, crawlers, scraping tools, hackers or similar automated access of its Website, and Client shall be responsible for any excess of the volume caps resulting therefore, regardless of the source of this excess.

Clients are also requested to close all previous compression, optimization and transformation services providers, align with the company integration recommendation for custom adjustments of the URL params or resizing, and ensure that the Company is being provided a single high-quality and resolution image as the original for processing. Failure to close such service providers may lead to multiple versions of Media being optimized with wrong resolutions delivered, which will be counted towards the volume caps.

The Client acknowledges that any excess of these volume caps is subject to ExtraUsage additional payment by the Client to the Company, as follows:

ExtraUsage = Gigabytes ExtraUsage + Images ExtraUsage + Videos ExtraUsage
Image ExtraUsage = (Total Images − volume cap of Images in PO) x per Image Plan Unit Price
Video ExtraUsage = (Total Videos − volume cap of Videos in PO) x per Video Plan Unit Price
Gigabytes ExtraUsage = (Total Gigabytes − volume cap of Gigabytes in PO) x per Gigabytes Plan Unit Price.
ExtraUsage of up to 10% will not be charged as a free bonus to the Client, but once this 10% threshold is exceeded, the Client will be charged for the entire ExtraUsage amount.

The Client acknowledges that any excess of these annual volume caps is subject to additional payment by the Client to the Company as set forth in the Sales Order. If monthly Images, Videos, and Gigabytes volumes exceed the annual thresholds by more than 10% (with respect to each volume caps separately), the Client will be billed retroactively for such ExtraUsage (including with respect to the initial 10% of ExtraUsage)

on a monthly, quarterly or annual basis, as determined by the Company. In case of late payment, the Company may collect the above-mentioned 10% in full.

Upon signing the Sales Order, the Client shall provide an total usage of their yearly volume cap of Images, Videos, and Gigabytes delivered. The Client acknowledges that the provided data must be accurate as based on the original Sales Order will be priced. Should the Client not reach the indicated annual volume caps for any reason, no refund will be issued by the Company.

If there is no new Sales Order in place, each annual 12-month Sales Order will be automatically renewed for another 12 months, maintaining the same contract values and Usage caps (GB, Images, Videos). Total ExtraUsage will be calculated based on the 12-month period, aggregated to the total ExtraUsage for the initial year. Subsequent renewals or auto-renewed 12-month contracts will commence with no usage. In the event of a longer period of Sales Order renewal, it will automatically continue and renew for the same duration as the previous order.

Upon request, the Company will provide the Client with a usage report that details the Client's usage of the Services, which are monitored using the Company's computer resources or systems. To help identify any abnormality in usage served through the Company's Services, the Company offers detailed information on the utilization of its Services. This includes the number of Images and/or Videos delivered, optimized or transformed, Gigabytes delivered and/or other related data accessible by the Company related to the Services.

The Company does not actively monitor Client usage and does not undertake to notify the Client when ExtraUsage has occurred. The Client should refer to its agreement to see the caps and limitations applicable to its usage. It is the Client's sole responsibility and of his team members to regularly check their usage or request a usage report from the Company. The Client hereby declares their commitment to fully paying the Company for all Usage and Extra Usage accrued during any given period, whether or not prior notice is provided by the Company. The Client agrees not to make any private or public claims, of any kind, against the Company, both presently and in the future, concerning any Usage or ExtraUsage resulting from the actions or inactions of the Client or their employees, regarding their volumes of usage of the Company's services. For access to a detailed usage report, please consult the agreement provided at the time of sale or contact us at support@speedsize.com for further assistance.

The Client has the option of determining custom volume limitations for Images, Videos and Gigabytes through a custom integration for the Websites. However, Clients should be aware that if they choose to perform an integration via one of the Company's plugins, the plug-in automatically optimizes, transforms, and delivers 100% of the Media on the Website upon demand of any Website visitor.

The Client acknowledges that failure to remit the Usage or ExtraUsage fees for utilizing SpeedSize services may lead to the Company opting for agreement termination. In the event of a dispute, the Company encourages the Client to engage in a dialogue and negotiate a mutually beneficial resolution that must be agreed upon by both parties. Should the Client fail to cooperate or communicate with the Company, the Company reserves the right to pursue any collection or legal measures necessary by law to collect the outstanding payments owed by the Client.

KPIS

The Client shall provide the original Media for the Services. As noted above, the Client is requested to provide the highest resolution and quality of images and videos available for processing and optimization by the Company.

The KPIs applicable to the Services will be only for the AI Media Optimization: (a) a Media file size reduction by at least 10% and up to 99%, based upon the Client's current Media files previously used on its Websites, and/or (b) improved visual quality when compared with the visual quality of the Media files previously used by the Client on its Websites, as objectively determined.

Save for the aforementioned KPIs no additional warranties are being provided in writing or verbally with respect to the Services (*See Limitation of Liability Section below*).

The Client may not terminate the Services until the end of the then-current Service Term or any Renewal Term.

During the integration period only and before going live with the Services on the live website of the client, should the Services not comply with the aforementioned KPIs, Client shall notify the Company of such, and the Company shall have a period of seven (7) days to correct the Services so that they comply with the KPIs. To the extent that the Company has not corrected the Services to comply with the KPIs, Client may terminate the Services by notice to support@SpeedSize.com. Upon termination of the Services due to non-compliance by the Company with the aforementioned KPIs, Client will not be required to make any further payments for Services.

The Company shall not be deemed to not have complied with the KPIs due to any delay in, or otherwise incomplete integration or activation of the Services for any reason, other than arising from the sole fault of the Company.

PRIVACY; SECURITY

The Company warrants that it will comply with data protection laws, including (i) all laws and regulations of the European Union, the EEA, their member states, and the United Kingdom and Switzerland applicable to the processing of Personal Data, including (where applicable) the GDPR; and (ii) all applicable U.S. federal and state privacy or data protection laws, including the CCPA.

All Media files that the Company downloads from the Client's Websites will be anonymized. The Company will rename them and not store any information within the file that could be used to detect where the Media originates, except when the file itself contains the information indicating its origin. After the Media file is analyzed, it will receive a unique hash based on the file's pixel structure and file data that is used to verify and identify the file during the generation of new files.

The Company's proprietary metric, PVCI (psychovisual compression index), checks every item of Media based on its content and over dozens of other metrics to ensure that it does not differ visually from the original based on the Company's proprietary measurement. The Company will assist to deliver visually equal AI-optimized Media files instead of the originals, which may help eliminate the possibility of replacing Media by a potential attacker with a visually different one.

The Company uses AWS CloudFront or another CDN provider as an external layer and an edge CDN to serve the static Media files. CloudFront provides network and application level protection. All Company distributions of CloudFront have active traffic monitoring with network flow monitoring and automatic always-on detection, attack mitigations with protection from common DDoS attacks (e.g. SYN floods, ACK floods, UDP

floods, reflection attacks). Deeper layers of the Company's backend are deployed on AWS and have an automatically scalable microservice queue-based architecture. The Company has undergone regular reviews by AWS Solutions Architects on best practices of architecture, reliability, and cybersecurity.

In line with our business priorities, the Company prioritizes the improvement and maintenance of its security standards. The Company is committed to building a secure platform for Media optimization, transformation, and delivery, as reflected in our compliance, features, and policies. The Company provides AWS-standard Media encryption for its Services. In the event of any failure, the Services include fail-safe redirects to the original or other compressed Media solution. Moreover, the Company has enterprise-level disaster recovery plans and actions in place.

As an AWS Advanced Technology partner, the Company has successfully completed a Foundational Technical Review by AWS's team, validating that we follow the best practices for cloud deployments and security.

Notwithstanding anything to the contrary, the Company reserves the right to collect and analyze data of any kind and other information related to the provision, use, and performance of various aspects of the Services and related systems and technologies. During and after the term hereof, the Company is free to use such information and data to improve and enhance the Services and for other development, diagnostic, and corrective purposes in connection with the Services and other Company offerings. However, the Client Data shall not be identifiable by name to any other third party. Additionally, the Company may disclose such data solely in aggregate or other de-identified form in connection with its business.

UPTIME POLICY

The percentage of time aggregated per calendar month in which Company's Services were accessible and usable, excluding any downtime that may occur due to third-party providers such as AWS, is defined as Uptime for the purposes of these Terms. In accordance with AWS' best practices, the Services shall be available with 99.9% Uptime, except for scheduled maintenance lasting up to one hour per month.

The Client's sole and exclusive remedy, and Company's entire liability, in connection with Service availability shall be that for each period of downtime lasting longer than one hour, Company will credit the Client 1% of Service fees, provided that no more than one such 1% credit will accrue per day.

Downtime shall begin to accrue as soon as the Client (with notice to Company) recognizes that downtime is taking place and continues until the availability of the Services is restored. To receive downtime credit, the Client must notify Company in writing to support@Speedsize.com within 24 hours of the downtime, and failure to provide such notice will forfeit the right to receive downtime credit.

The Company will only apply a credit to billing of the month following which the incident occurred. Company will use commercially reasonable efforts to provide the Client with reasonable prior notice of all scheduled outages and downtime of the Services.

Compensation will not be awarded in the following circumstances: (a) circumstances beyond Company's control, including but not limited to war, terrorism, interruption of telecommunications, or Acts of God; (b) network issues outside of Company's control, including but not limited to DNS

or AWS problems or malfunctions; (c) errors in the uptime measurement system; (d) acts or omissions by the Client or other individuals authorized by the Client to use the service; (e) suspension or termination of the Company's right to use the Service in accordance with these Terms; and (f) accounts using Company's Free plan.

SUPPORT

The Company is committed to providing the Client with all Services to the best of its ability.
If the Services experience any malfunction, the Client must inform the Company immediately by email to support@SpeedSize.com.

The Company will make reasonable efforts to offer a preliminary solution to any technical issues or malfunctions. Before implementing any new code, technology, or Website feature that may affect the Company's Services, the Client must notify the Company to assess the impact of such such change on the Services.

The Company provides different support levels based on the Client's chosen plan:

SMALL & MEDIUM: Onboarding video support, ongoing email support, yearly impact reports.
LARGE: Onboarding video support, ongoing email support and dedicated expert by video support, and quarterly impact reports.
ENTERPRISE: Onboarding video support, ongoing email support dedicated expert by video, and real-time technical chat, and quarterly or monthly impact reports upon request.
Support is provided during Support Hours, which are weekdays between 9:00 am and 5:00 pm Israel time, excluding National Holidays in the State of Israel. The Client can initiate a support ticket during Support Hours by emailing support@SpeedSize.com. The Company will attempt to respond to all support tickets within 24 business hours.

For Enterprise clients or at other support levels for an additional fee, the Company's experts can offer Core Web Vitals or other technical consulting services to enhance the performance of the Client's Website upon request. The Company will not be liable for any claims or damages resulting from the implementation of its recommendations.

NON DISPARAGEMENT

The Client agrees and covenants that it will not at any time make, publish or communicate to any person or entity or in any public forum any defamatory or disparaging remarks, comments, or statements concerning the Company, the Services or its business, or any of its employees or directors.

CONFIDENTIALITY

Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose information of a proprietary or confidential nature relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing

Party). Proprietary Information of either party includes non-public data provided by the other party to enable the provision of the Services . The Receiving Party agrees to take reasonable precautions to protect the Proprietary Information of the Disclosing Party and not to use or divulge to any third person any such Proprietary Information, except in performance of the Services or as otherwise permitted herein. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, or (b) was in its possession or known by it prior to receipt from the Disclosing Party, or (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party or is required to be disclosed by law.

INDEMNITY

The Client hereby indemnifies the Company, its officers, directors, employees, consultants, affiliates, subsidiaries, and agents against any claims, liabilities, damages, losses, and expenses resulting from (i) the Client's use of the Services; (ii) Client's Websites; (iii) violation of these Terms, (iv) any third-party claims arising from the processing, storage or display by the Company of trademarks, Media files, intellectual property, and any data provided by the Client in connection with the Services; or (v) any disputes or issues with third parties arising from the Client's use of the Services.

Upon receipt of a final unappealable judgment of a court of competent jurisdiction against the Client for a monetary judgment that the Services breach or violate an issued US patent of a third party, the Company will indemnify the Client for such claim, except where such infringement would not have been caused but for the Client's use of the Services in combination with third-party products, software, or services or Client's modification to the Services.

The aforementioned indemnification undertakings are conditioned upon (i) prompt written notice of any claim to the indemnifying party, (ii) indemnifying party's control of the defense and settlement of any claim, and (iii) reasonable cooperation and assistance by the indemnified party in the defense and settlement of such claim. The indemnifying party shall not be responsible for any compromise made by the indemnified party without the prior written consent of the indemnifying party.

WARRANTY AND DISCLAIMER

The Company shall use reasonable efforts, consistent with industry standards, to maintain the Services in a manner that minimizes errors and interruptions and to perform the Services in a professional and workmanlike manner, in accordance with the Uptime Policy. However, the Services may be temporarily unavailable for scheduled or unscheduled maintenance, whether performed by the Company or third-party providers, or due to causes beyond the Company's reasonable control. The Company makes no warranty that the Services will be uninterrupted or error-free, and does not guarantee any results from the use of the Services. Unless expressly stated otherwise in this section, the Services are provided "AS IS," and the Company disclaims all warranties, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, and non-infringement.

Notwithstanding anything to the contrary and to the fullest extent permitted by law, the Company and its suppliers (including technology suppliers), officers, affiliates, representatives, contractors, and employees shall not be liable with respect to any subject matter of these Terms

related thereto under any contract, negligence, strict liability, or other theory: (a) for errors or interruptions in use or for loss or inaccuracy or corruption of data or cost of procurement of substitute goods, services, or technology or loss of business; (b) for any indirect, exemplary, incidental, special, or consequential damages, including lost profits; (c) for any matter beyond the Company's reasonable control; or (d) for any amounts that, together with amounts associated with all other claims, exceed the fees paid by the Client to the Company for the Services in the 3 months prior to the act that gave rise to the liability, in each case, whether or not the Company has been advised of the possibility of such damages.

LIMITATIONS OF LIABILITY

The Company shall not be held liable for any damages, loss of revenue, breach of contract with a third party, or other similar claims arising from disruptions or interruptions in the CDN Services of AWS or any other third-party service used by the Company or the Client. The Client waives any claim, action, and right to sue the Company for damages caused by a third party.

The Company will not be liable to the Client or any third party for any direct, indirect, incidental, special, consequential, or punitive damages arising out of or related to the Client's access to or use of, or the Client's inability to access or use, the Websites, the Services or any Media or Content.

Any claim against the Company must be brought not more than 3 months after the termination of the Services.

MISCELLANEOUS

The Company is not responsible for any violations of foreign laws or regulations by the Client. In the event that any provision of these Terms is deemed unenforceable or invalid, said provision shall be limited or eliminated to the extent necessary, while the remaining provisions of these Terms shall continue to be fully enforceable. Client acknowledges that these Terms are non-assignable, non-transferable, and non-sub-licensable without the prior written consent of the Company. The Company retains the right to assign and transfer any of its rights and obligations under this Agreement without the Client's consent to any third party. These Terms together with any additional provisions in the Sales Order represent the complete and exclusive understanding between the parties and supersede all previous written and oral agreements, communications, and understandings related to the subject matter herein. All waivers and modifications must be in writing and signed by both parties, unless otherwise stated in these Terms. All notices related to these Terms shall be in writing and shall be considered received when electronically confirmed via email.

JURISDICTION; DISPUTE RESOLUTION

All disputes regarding or arising from the Services provided by the Company, including the implementation or execution of these Terms, will be subject to applicable laws of the State of Israel, excluding the conflict of laws provisions thereof. Any dispute shall be subject to arbitration before a sole arbitrator mutually selected by the parties, or to the extent the parties fail to agree on an arbitrator, such arbitrator shall be appointed by the Head of the Israel Bar Association. The seat of arbitration shall be Tel Aviv, Israel.

The Client agrees that any cause of action arising from or related to its use of the Services must commence within a reasonable time and in any event within 3 months after the cause of action accrues, except that the Company may commence any such cause of action in accordance with the applicable statute of limitations under Israeli law. Otherwise, such cause of action is permanently barred.