

1. **Definitions.** Capitalized terms have the following meanings: (a) "Goods" means the goods, software, and other items supplied or to be supplied under this Purchase Order (if any); (b) "Project" means all Goods and Services; (c) "Purchaser" means the entity specified as the purchaser on the first page of this Purchase Order; (d) "Services" mean the services provided or to be provided under this Purchase Order (if any); (e) "Statement of Work" means the document specifying, without limitation, the scope, objective, and time frame of Project that Supplier will perform for Purchaser; (f) "Supplier" means the individual or entity specified as the supplier or vendor; (g) "PO Terms and Conditions" means the terms herein; and (h) "Affiliates" means, with respect to a particular person, any entity that directly or indirectly controls, is controlled by, or is under common control with such person.

2. **Purchase Order.** The Purchase Order, the PO Terms and Conditions, and any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the "Purchase Order"), constitutes the entire agreement between the Purchaser and the Supplier. The Purchase Order does not constitute a "firm offer" within the meaning of Section 2-205 of the Uniform Commercial Code or any other laws or regulations with similar effect, and may be revoked at any time prior to acceptance.

3. **Acceptance.** Supplier will be deemed to have accepted the PO Terms and Conditions upon the earliest of: (a) Supplier's signing and returning a copy of this Purchase Order to Purchaser, (b) Supplier's shipping the Goods to Purchaser or invoicing the Purchaser for such Goods, (c) Supplier starting performance of the Services or invoicing the Purchaser for such Services, or (d) Supplier's acceptance of this Purchase Order by other commercially acceptable means.

4. **Supplier Forms.** The Supplier may use its standard business forms to administer the Project under the PO Terms and Conditions, but use of such forms is for Supplier's convenience only and does not alter the Purchase Order or the PO Terms and Conditions. PURCHASER WILL NOT BE BOUND BY, AND SPECIFICALLY OBJECTS TO, ANY TERMS OR CONDITIONS THAT ARE DIFFERENT FROM, INCONSISTENT WITH,

OR IN ADDITION TO THESE PO TERMS AND CONDITIONS, UNLESS THE PURCHASER (a) SPECIFICALLY AGREES TO SUCH TERM OR CONDITION IN A WRITING SIGNED BY PURCHASER AND (b) ACKNOWLEDGES IN THAT WRITING THAT SUCH TERM OR CONDITION REPLACES, OR IS IN ADDITION, TO THE TERMS OR CONDITIONS IN THESE PO TERMS AND CONDITIONS.

5. **Price and Payment.** Unless expressly stated in the Purchase Order, the price specified in the Purchase Order is inclusive of all applicable taxes, freight, packaging, insurance, handling, permits, approvals, licenses and other charges. Prices are not subject to increases or additional charges for any reason; however, Purchaser will receive the benefit of any general reduction in Supplier's prices prior to delivery. Discount periods, if applicable, will commence on the date shipment is received or accepted by Purchaser or the date of receipt of invoice, whichever is later. Supplier will separately invoice Purchaser (a) for each shipment of Goods, (b) in accordance with any schedule agreed to by Purchaser (monthly, quarterly, etc.) and (c) for each milestone payment agreed to by Purchaser. If no milestones or schedules have been agreed, Supplier will invoice at the completion of all Services under this Purchase Order. Supplier's invoice will reference only the relevant Purchase Order and the amounts due thereunder (and no other purchase orders or other amounts due). Unless different payment terms are expressly stated on the purchase order, payment terms shall be net sixty (60) days from the later of: a) the Delivery Date; b) the date of Purchaser's acceptance of the Goods, Services, or Deliverables; or c) Purchaser's receipt of Seller's correctly presented invoice. A "correctly presented invoice" will contain the purchase order number sent electronically to **AP@outbrain.com**.

6. **Taxes.** Each party will be responsible for identifying, paying and reporting to the relevant authorities all taxes and other governmental fees and charges (and any penalties, interest, and other charges) that are imposed on that party or otherwise required by the transactions governed by this Purchase Order. Supplier may charge and Purchaser will pay applicable national, state or local sales or use taxes, value added taxes ("VAT"), or goods and services taxes or similar transaction taxes ("GST") that Supplier is legally obligated to pay to governmental authorities (collectively, "Taxes"). Supplier's original invoice to Purchaser must state those Taxes separately and meet the requirements for a compliant tax invoice. Supplier will submit to Purchaser a valid invoice for VAT, GST and similar Taxes, and comply with all applicable tax filing

requirements with respect to payments under this Purchase Order. Purchaser may withhold payment until Supplier provides invoices that comply with this Section 7. Purchaser may provide Supplier with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case, Supplier will not charge or collect the Taxes covered by that certificate. Purchaser may deduct or withhold any Taxes that Purchaser may be legally obligated to deduct or withhold from any amounts payable to Supplier under this Purchase Order, and payment to Supplier as reduced by those deductions or withholdings will constitute full payment and settlement to Supplier of amounts payable under this Purchase Order. Supplier will provide Purchaser with any forms, documents, or certifications as may be required for Purchaser to satisfy any information reporting or withholding tax obligations, and to establish Supplier's compliance with applicable tax filing requirements, with respect to any payments under this Purchase Order.

7. Cancellation and Modifications. Purchaser may terminate or modify all or any portion of this Purchase Order prior to shipment of any Goods or Supplier's commencement of performance of Services at no charge and without liability by giving Supplier written notice of such termination or change. Purchaser may terminate or modify this Purchase Order for any Goods after shipment and prior to Purchaser's acceptance of such Goods, and Purchaser will pay only the shipping expenses for returning such Goods to Supplier's shipping location and incur no further charge or liability. Upon cancellation of a Purchase Order related to Services after Supplier has commenced performance of such Services, Supplier will promptly terminate the Services and Purchaser is only liable to pay for Services performed and liabilities incurred prior to cancellation (except that if the specified fees are a fixed amount, Purchaser will pay a pro rata fee to the extent the Services are complete). Upon cancellation, Supplier will promptly deliver to Purchaser, without request, all deliverables, Work Product and other items, and all data, reports, summaries, estimates, and any other information or materials as Supplier may have collected or created in performing Services. Supplier is not entitled to payment under any outstanding invoice until delivery of the foregoing items to Purchaser is complete.

8. Audit. Purchaser may upon reasonable notice and during normal business hours examine and make copies of all books and records relating to the Project or, if

applicable, make a physical inspection of Supplier's premises relating to Supplier's performance of its obligations under the Purchase Order. Supplier will provide reasonable assistance in collecting and reporting data requested by Purchaser for the purposes of investigation or audit. For a period of three years after Purchaser makes its last payment due under this Purchase Order, or such time frame as required by applicable law, Supplier will keep (in accordance with generally accepted auditing standards), and Purchaser may (upon five business days' notice and during normal business hours) examine, undertake an audit of, and make copies of, all books and records relating to this Purchase Order. If any audit reveals that Supplier has failed to comply with any material obligation under this Purchase Order, Supplier will cure the noncompliance within thirty (30) days of the audit.

9. Licenses. Supplier hereby grants to Purchaser, and Purchaser accepts, a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable, fully paid up license to use, sell, reproduce, perform, display, distribute, and import any software, including any third party software or packaged software, which is ordered or contained in the Project ordered and its related documentation, unless otherwise specified in the Purchase Order. Purchaser may install, use, operate and copy the software on any number of networked or non-networked hardware at any facility or location, subject to any specified volume or other license parameters, and to use and copy related documentation as necessary or desirable in connection with the installation, use and operation of the software. Purchaser may sublicense any and all rights granted under this Section 16 to its Affiliates and to any third parties who perform services for Purchaser or any of its Affiliates.

10. Confidential Information; Publicity. Supplier and its Affiliates will comply with the terms of any nondisclosure agreement between Supplier (or any of Supplier's Affiliates) and Purchaser (or any of Purchaser's Affiliates) (the "NDA"). If no such agreement exists or the NDA has expired or is no longer in full force and effect, Supplier, its Affiliates and its Personnel will (a) keep confidential the terms and existence of this Purchase Order and all information obtained from Purchaser that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary and (b) use such information only for the purposes of this Purchase Order.

Purchaser's confidential information includes, without limitation, all supplies, blueprints, sketches, drawings, specifications and other technical or commercial information furnished by or developed for Purchaser in connection with the Purchase Order, including Work Product of Supplier. All such information is Purchaser's exclusive property. Supplier will not use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of Purchaser or any of its Affiliates in any manner without prior written authorization. Supplier will not issue any press release or other publicity that relates to Purchaser or its Affiliates or this Purchase Order, or reference Purchaser or its Affiliates in any brochures, advertisements, client lists or other promotional materials.

11. Product and Ownership of IP. If Supplier delivers or is required to deliver to Purchaser any deliverable in connection with the Project that is work product, including but not limited to concepts, works, inventions, information, drawings, designs, specifications, customizations, documentation, programs, data, developments, hardware, software, or technology, in each case whether developed by Supplier or its Personnel, either alone or with others, and whether completed or in-progress (any and all of the foregoing, "Work Product"), Purchaser owns all right, title and interest (including, but not limited to, all copyrights and any other intellectual property rights) in such Work Product and all precursor Work Product developed in connection with the Project. The Work Product has been specially ordered and commissioned by Purchaser as "work made for hire" for copyright purposes. To the extent such deliverable does not so qualify as "work made for hire", and to the extent such deliverable includes material subject to copyright, patent, trade secret, or any other proprietary right, Supplier hereby assigns to Purchaser, its successors and assigns, all right, title and interest in and to the Work Product, including all proprietary rights therein. Supplier agrees to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and to do all such other acts and things, as may be requested by Purchaser from time to time to secure and preserve Purchaser's rights hereunder, or to enforce, defend or confirm Purchaser's right to exploit those rights. To the extent that ownership of Work Product cannot be transferred under applicable law, Supplier grants or undertakes to procure the grant to the Purchaser of a perpetual and irrevocable, royalty free, worldwide license to use any and all proprietary rights. Supplier will, at its own expense and as expeditiously as possible, perform all acts required to perfect any of the foregoing.

12. Representations and Warranties. Supplier represents and warrants that (a) the Project is free from defects in design, materials, workmanship and title; (b) the Goods are of good and suitable quality and that all materials and other items incorporated in the Goods will be new (not refurbished or reconditioned), unused and suitable for their intended purpose; (c) the Project does not, in whole or in part, violate, misappropriate or infringe any patent, trademark, trade secret, trade dress, copyright or other right of any third party; (d) the Goods conform to the applicable drawings, specifications, and descriptions provided to Purchaser, the requirements of this Purchase Order and are of comparable quality as any samples delivered to Purchaser; (e) any Services will be provided in a competent and workmanlike manner in accordance with the level of professional care customarily observed by highly skilled and experienced professionals rendering similar services; (f) the Project (including the provision of Services by the Supplier's Personnel) complies with, and will comply with after delivery and acceptance by the Purchaser, all applicable laws, rules regulations and other requirements of applicable governmental authorities, including all applicable health, safety and environmental regulations (including as would be applied to Purchaser, upon Purchaser's use and enjoyment of the Project) and all immigration and work status laws and regulations; (g) Supplier and its Personnel will hold and fully comply with all required licenses, permits and approvals to carry out and complete the Project (including, but not by way of limitation, all statutory and regulatory consents and permissions). If the

Project is or contains software, Supplier further represents and warrants that: (a) the software does not and will not contain any copy protection, automatic shut-down, lockout, "time bomb" or similar mechanisms that could interfere with Purchaser's or its Affiliates' exercise of their rights hereunder, (b) the software does not and will not contain any viruses, "trojan horses" or other harmful code; and (c) the software is not subject to any license or other terms that require that other software or documentation incorporating or used with such software be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge. Supplier further represents and warrants that Supplier and its financial institution(s) are not subject to sanctions or otherwise designated on any list of prohibited or restricted parties or owned or controlled by such a party, including but not limited to the lists maintained by the United Nations Security Council, the US Government (e.g., the US Department of Treasury's Specially Designated Nationals list

and Foreign Sanctions Evaders list and the US Department of Commerce's Entity List), the European Union or its member states, or other applicable government authority. Supplier will not directly or indirectly export, re-export, transmit, or cause to be exported, re-exported or transmitted, any commodities, software or technology to any country, individual, corporation, organization, or entity to which such export, re-export, or transmission is restricted or prohibited, including any country, individual, corporation, organization, or entity under sanctions or embargoes administered by the United Nations, US Departments of State, Treasury or Commerce, the European Union, or any other applicable government authority.

13. Defense and Indemnity. Supplier will defend and indemnify Purchaser from any loss, damage, settlement, cost, expense and any other liability (including but not limited to reasonable attorney fees) arising out of any third-party claim arising from, related to or alleging (a) the design, manufacture, possession, ownership, use, sale or transfer of the Project, (b) breach of any of Supplier's representations, warranties or other obligations under this Purchase Order, (c) any act or omission of Supplier or its Personnel related to the Project, except to the extent caused by the gross negligence or willful misconduct of Purchaser as determined by a final, non-appealable order of a court having jurisdiction. Supplier's duty to defend is independent of its duty to indemnify and Supplier's obligations under this Section are independent of any other obligation of Purchaser under this Purchase Order. If Supplier performs Services on Purchaser's premises, in connection with any action to enforce Supplier's obligations under this section related to any claim arising out of bodily injury (including death) to any person directly or indirectly employed by Supplier, Supplier waives any immunity, defense or protection under any workers' compensation, industrial insurance or similar laws and assumes liability for such claim. This paragraph will not be interpreted or construed as a waiver of Supplier's right to assert any such immunity, defense or protection directly against any of its own employees or such employees' estate or other representatives.

14. Limitation of Liability. Purchaser is not liable under any circumstances for lost opportunities or profits, or for consequential, incidental, special, punitive or indirect damages of any kind.

15. Notices. All notices given under this Purchase Order must be delivered to the

recipient's address on the first page of this Purchase Order in written form, and in English, and will be effective when received. Email shall suffice.

16. **Data Protection.** Each party undertakes to comply with its respective obligations under the relevant data protection and privacy laws.

17. **Applicable Law.** This Purchase Order will be interpreted and enforced in accordance with the laws of the State of New York without regard to conflicts of laws and excluding the U.N. Convention on the Contracts for the International Sale of Goods. Supplier irrevocably consents to the jurisdiction of the courts of the State of New York and of the United States of America, in each case located in the County of New York, for any claim arising out of or relating to this Purchase Order. Supplier waives any objections to jurisdiction and venue in such courts. To the extent permitted by law, all proceedings will be conducted in the English language.