

HEADER BIDDING TERMS

The Header Bidding Terms ("**HB Terms**") are incorporated by reference into the applicable SOW. To the extent of any conflict between the SOW, the HB Terms and the Master Terms, the terms of the SOW, then the HB Terms and then the Master shall apply in such order.

1. DEFINITIONS.

- 1.1. "**Advertiser(s)**" means advertisers, agencies or other third-party sources of advertising demand.
- 1.2. "**Bid**" means, with respect to a particular auction, the price of the bid entered in a Unified Auction Service by Company (or Advertiser's) (always calculated back to a CPM rate).
- 1.3. "**Bid Request**" means a request from Partner, facilitated by Company, sent to Advertisers to Bid on Partner Inventory.
- 1.4. "**CPM**" means cost per thousand Impressions.
- 1.5. "**Impression**" means each unique time an Advertiser Rec is actually displayed on a Partner Site through the Unified Auction Services, as determined by Company.
- 1.6. "**Partner Inventory**" means the Partner Site(s) stated in the applicable SOW, as may be made available to Company by Partner through a Unified Auction Service.
- 1.7. "**Unified Auction**" means any programmatic auction for Partner Inventory that occurs within any Unified Auction Service in which Company participates.
- 1.8. "**Unified Auction Service**" means a service or integration, which may be operated by a third party, that facilitates a programmatic auction, wherein programmatic supply-side partners and other programmatic buyers' bid for Partner Inventory on behalf of Advertisers.

2. FUNCTIONAL SPECIFICATIONS.

- 2.1. From the SOW Effective Date, Partner will enable Outbrain to and Company shall be entitled to Bid on the Partner Sites in accordance with the Functional Specifications (as defined below).
- 2.2. A Unified Auction shall be completed in connection with each Bid Request as follows: (i) the Bid, as applicable, shall compete in near real time with other Bids submitted to the Unified Auction through the Unified Auction Services for the deliverable that forms the subject of the Bid Request; and (ii) in the event that such bid wins the auction, an Advertising Rec shall be delivered to the applicable Partner Site, all in accordance with the winning Bid(the "**Functional Specifications**").
- 2.3. Partner agrees that during the Term it will submit all the information about the placement type (Placement type ID) according to **OpenRTB Native Standards** in effect from time to time.

3. FEES and PAYMENT.

- 3.1. During the Term, Partner will be paid per the terms of the applicable SOW. Partner shall not modify (e.g.,

increase or decrease) Company's (or Advertiser's) Bid amount as part of any Unified Auction or provide advantages to other participating bidders which are not available to Company including but not limited to providing higher floor prices to Company. For example, if Company bids \$1.00 for an impression, then \$1.00 is the exact bid amount that will be used in the Unified Auction.

3.2. Company shall provide reporting to Partner within thirty (30) business days of the end of the calendar month in which activity within a Unified Auction Service concluded. Partner shall invoice Company on a monthly basis based upon Company's reporting.

3.3. If the difference between Company's and Partner's respective measurement exceeds ten percent (10%) over any applicable calendar month, Partner shall notify Company in writing and provide reasonable reporting to Company as proof of such discrepancy, following which the parties shall work in good faith to resolve such discrepancy.

3.4. This section shall not apply if the Google Open Bidding service is used.