Effective Date: June 9, 2025

Please note that Outbrain is operating under the Teads brand, following acquisition of Teads in February 2025. Your contract will remain with Outbrain UK Limited until further notice.

These terms were last revised as of the effective date set forth above. Outbrain reserves the right to change these terms from time to time.

Teads Amplify Terms and Conditions

These Teads Amplify Terms and Conditions ("**Terms**") are entered into by **Outbrain UK Limited** ("**Outbrain**") and the entity executing an Insertion Order or using the Outbrain dashboard ("**Customer**"). These Terms govern Customer's use of the Outbrain (Service (as defined below), and together with an Insertion Order (or the information entered through the Outbrain dashboard ("**Dashboard**") comprise the "**Agreement**" between Outbrain and Customer. If there is any inconsistency between: (i) the terms of a signed Insertion Order or those entered through the Dashboard (either "**Campaign Details**") and (ii) these Terms, the Campaign Details as applicable, shall prevail.

1. Services

1.1 Outbrain partners with a network of online properties (the "**Network**") to display a user interface containing links that navigate to websites. Outbrain uses its proprietary algorithms serving methodology, and advanced buying tools to deliver ads on behalf of clients to relevant audiences throughout the Network (the "**Service**").

1.2 Outbrain shall display links to graphical, textual, video and/or auditory content selected by Customer on the Network. Such links, together with the headlines, images, and/or video that may accompany the links and the destination page reached from any such link are the "**Content**". Outbrain shall continue to distribute the Content on the Network until the earlier of: (i) the end date of Customer's campaign or (ii) reaching of Customer's budget; or (iii) the disabling of a campaign (provided that Outbrain reserves the right to charge for additional Actions (as defined in Section 5.1) as the Content is removed from circulation – see FAQs for more details).

1.3 Outbrain does not guarantee: (i) the placement, positioning or the timing of delivery of any Content; (ii) clicks or impressions (including clicks from a particular audience segment); or (iii) conversions. If Fees (as defined in Section 5) do not reach Customer's budget, Customer's sole remedies shall be to: (i) subject to Section 2 below, extend the end date of the applicable campaign; (ii) replace or add to the existing Content with other Content; or (iii) to pay only for accrued Fees. In no event shall Outbrain be liable for failure to deliver clicks, impressions and/or views to Content.

1.4 Outbrain will make reports available to Customer regarding the campaign(s). The final monthly reports (which may differ from the daily reports) will provide the conclusive basis for Outbrain's calculation of Fees owed by Customer. Customer may submit its own Outbrain-compatible tracker. If there is a ten percent (10%) discrepancy or more between Customer's numbers and Outbrain's numbers then the parties agree to work in good faith to identify the correct amount to be paid to Outbrain. If the discrepancy is less than ten percent (10%), Outbrain's numbers shall be conclusive.

2. Content

2.1 Customer is solely responsible for the Content. Customer has the right to and authorises Outbrain to place the Content on the Network. Customer is authorised to use and/or has approved all images and words of the Content's headline (whether created or generated by Customer or on Customer's behalf). Content headlines and images must accurately reflect the tone and subject matter of the Content. To the extent Outbrain (and/or integrated tools) provide recommendations as to the Content, headlines and/or campaign, Customer remains solely responsible.

2.2 Customer shall not, directly or indirectly, provide Content that: (i) is obscene, defamatory, libelous, slanderous, pornographic, violent, profane, indecent or unlawful; (ii) is factually inaccurate, misleading or deceptive; and/or (iii) facilitates or promotes any type of illegal

activity, including without limitation pyramid schemes, gambling, the sale or use of illicit drugs, or discrimination or harassment of any individual or group. Further, Content may not (a) redirect to a destination other than as originally submitted to the Service, and/or (b) be substantively different from the Content originally submitted to Outbrain.

2.3 Content must comply with Outbrain's Advertising Guidelines, as may be updated from time to time by Outbrain. Outbrain may at any time (at its sole discretion) reject or remove Content.

2.4 Customer acknowledges and agrees that certain Content may change during the course of a campaign (e.g., due to revisions by the Content's author, comments from readers, or otherwise). Customer's recourse in the event of such change shall be to direct Outbrain to remove such Content from its then-current campaign and/or select other Content. Customer further acknowledges that, if there is an objection to the Content (whether from the Content author or publisher, or otherwise), Outbrain will act in accordance with Section 2 of its Terms of Use and may cease (at its sole discretion) including the Content in the Service or require Customer to make changes to the Content.

2.5 Both parties shall implement anti-malware scanning processes of the Content. Upon notice, both parties shall take immediate action to remove any suspicious Content from the Network.

3. Term and Cancellation

The Campaign Details will set forth the start and end date of a particular campaign. However, the Agreement, or an individual campaign may be suspended or terminated: (i) by Customer for any reason upon two (2) business days' written notice to Outbrain or within twelve (12) hours through the Dashboard; or (ii) by Outbrain for any reason upon two (2) days' written notice to Customer. During the notice period, all previously contracted campaigns shall continue to run pursuant to the Campaign Details and Customer shall be responsible for paying Outbrain for all Fees accrued up to and including the last day of such notice period. Outbrain also reserves the right at its sole discretion to immediately suspend or terminate all or part of Customer's use of the Service if Outbrain reasonably believes Customer is in breach of the terms of this Agreement.

4. Campaign Details

If Customer utilizes Outbrain's Dashboard, Customer will have access to certain online reports and control over its campaign(s). To the extent Customer registers and has access to the Dashboard, Outbrain may collect certain personal data of Customer. For further information on how we may collect and use our business partner's personally identifiable information, please see our Business Partner Privacy Policy. Outbrain collects and processes this personal data in order to respond to Customer questions or requests, provide Customer's with access to certain services, verify Customer's identity and communicate with Customers about the use of the Service. Customer is solely responsible for all changes requested or approved (either directly or via Outbrain's API) including those made through the Dashboard using its login. Customer is solely responsible for protecting its login and password to the Dashboard. Customer can manage campaigns using the Dashboard by modifying the Campaign Details and/or Customer may have the option of working with an Outbrain account manager, as determined by Outbrain.

5. Fees and Payment Terms

5.1 Ads displayed on the Network are paid for via one of following payment methods: (i) cost-per-click ("**CPC**"); (ii) cost-per thousand impressions ("**CPM**"); (iii) cost-per-completed view ("**CPCv**") where completed view means fifty percent (50%) of the video Ad/Content is in view continuously from beginning to the end of video; (iv) cost-per thousand Viewable Impressions ("**vCPM**"); and/or (v) other desired actions agreed between the parties from time to time (each, an "**Action**"). A viewable impression is counted as viewable if fifty percent (50%) of the video ad is in view continuously for 2 seconds. Outbrain fees will be based on the number of Actions, plus the cost of the Service (the "**Fees**"), which will not exceed Customer's pre-designated maximum budget. Customer shall pay the Fees as measured by Outbrain's tracking system up to the maximum budget designated in the Campaign Details. Outbrain may charge any applicable national, state, or local sales or use taxes, value added taxes or country-specific fees. If CPC is being used for campaign measurement, such CPC may not be less than Outbrain's then-in-effect minimum CPC (which may vary by market). If Customer is utilizing Outbrain's automatic bidding feature, Customer grants Outbrain the right to set and modify Customer's CPC at Outbrain's discretion to aid in achieving Customer's targets for its campaign. Customer shall be solely responsible for any additional fees incurred for utilizing third party services on its campaign(s). For the avoidance of doubt, Outbrain will not cover, credit or reimburse any third party fees, including, but not limited to, use of any third-party tracker(s) on Customer's campaign(s). Customer may increase or

decrease its budget through the Dashboard or through a signed amendment to an Insertion Order.

5.2 If Customer has signed an Insertion Order, Fees will generally be invoiced by Outbrain to Customer by the end of the following calendar month, unless otherwise set forth in an Insertion Order. Customer shall pay all invoices within thirty (30) days from receipt. Any portion of a charge not disputed (pursuant to Section 5.3) in good faith must be paid in full. If Customer has provided the Campaign Details through the Dashboard or has signed an Insertion Order and has used a credit card for billing purposes, Outbrain shall charge the Outbrain fees (including processing fees) to Customer's credit card at such intervals as Outbrain determines in its sole discretion. The decision as to whether to allow Customer to choose between invoice and/or credit card and/or require a prepayment (prior to the start of a campaign) rests solely with Outbrain. Outbrain shall review all billing inquiries, including refund requests on a case-by-case basis and reserves the right to approve or deny any request in its sole discretion.

5.3 If Customer disputes any amount on an invoice, Customer must provide written notice to Outbrain (email is sufficient) within thirty (30) days of receipt of any invoice or the right to dispute shall be deemed waived. Customer's email must include the amount disputed and provide adequate information to support any such claim. Customer may not withhold payment for any undisputed amounts, and any portion of a charge not disputed in good faith must be paid in full.

5.4 If payment is not made when due and not properly disputed pursuant to Section 5.3, Outbrain may charge interest at the rate of two percent (2%) per annum above the prevailing base rate of Barclays Bank PLC from the due date until the date of actual payment, whether before or after judgment. Outbrain also reserves the right to suspend or terminate any or all of Customer's use of the Service until Customer has paid all amounts due. Outbrain reserves the right to charge Customer for all costs of collection, including collection agency and reasonable legal fees and court costs. Customer authorises Outbrain to investigate Customer's credit record. If applicable, Customer agrees to provide such further financial information and documentation as may be required from time to time by Outbrain as a condition for the continued extension of credit. Customer acknowledges and agrees that any account, credit card and related billing and payment information which Customer provides to Outbrain may be shared by Outbrain with companies who work on Outbrain's behalf solely for the purpose of performing credit checks, effecting payment to Outbrain, collecting debts owed to Outbrain and/or servicing Customer's account. Outbrain may, in its sole discretion, extend, revise or revoke credit at any time. In addition, Outbrain reserves the right to require immediate payment of any outstanding balance that exceeds Customer's credit limit and / or past the payment terms defined in this Agreement.

6. Additional Features and Terms

6.1 Outbrain may also make additional Service features available to Customer from time to time and use of such features may be subject to Customer's agreement to certain additional terms and conditions ("**Additional Terms**") (e.g., via an online click-through agreement or via the Dashboard). Such features will be provided at Outbrain's discretion to Customer and may include fees in addition to those described in Section 5.1. Customer's acceptance of the Additional Terms will constitute a binding and enforceable agreement as between Outbrain and Customer. In the event of any inconsistency between these Terms, the Additional Terms, and the Campaign Details, the order of precedence is: (i) Additional Terms, (ii) Campaign Details, and (iii) these Terms. Customers who choose to utilize LiveRamp services (via the Outbrain Dashboard or otherwise) for purposes of their Outbrain campaign(s) are subject to LiveRamp Terms.

6.2 Subject to Customer's compliance with Section 8 below, Customer may place on Customer's website, application pages or landing pages: (i) Outbrain pixel(s) (the "**Outbrain Pixel**") on Customer's website or application pages and/or (ii) third party pixels or tags (the "**Third Party Pixels**") for the purpose of providing analytics related to Customer's campaign, enhanced targeting functionality and/or creating segments (the Outbrain Pixel and Third Party Pixels together are the "**Pixels**"). Customer represents and warrants that: (a) its use of the Pixels are in accordance with Data Protection Laws; and (b) it has provided appropriate notice to users regarding use of the Pixels, including an explanation: (x) that third parties, including Outbrain, may use cookies or similar technologies to collect or receive information from Customer's website(s), and may use that information to provide measurement services and target ads; and (y) as to how users opt-out of the collection of information for targeting purposes; and (z) it will not use the Pixels on websites or application pages that target minors and/or contain sensitive categories of data (e.g. physical or mental health conditions). Customer shall not use the Pixels unless and until it has complied with the provisions of this Section 6.2. Further, if an end-user has opted out of behavioral advertising via Customer's site(s) (or a mechanism such as settings within an advertiser application), Customer shall be fully responsible for not loading the Outbrain Pixel. Outbrain may update, change, or substitute the Outbrain Pixel functionality at any time in

its reasonable discretion provided that it does not disrupt the functioning of Customer's landing page and serves the same purpose.

6.3 If Customer utilizes third party segments for enhanced targeting of its campaign(s) ("**3rd Party Targeting**"), Customer shall pay for its use of 3rd Party Targeting ("**3rd Party Data Costs**") including any applicable taxes. Customer's invoice for each campaign shall include both the Fees, and the 3rd Party Data Costs (if applicable). Customer agrees that 3rd Party Data costs will be based on Outbrain's reporting metrics. If Customer utilizes 3rd Party Targeting Customer shall: (x) disclose this to users via an appropriate notice and/or in its privacy policy (as applicable); and (y) represent and warrant that its use of 3rd Party Targeting shall, at all times, be compliant with Data Protection Laws and satisfy the requirements for an appropriate legal basis for processing. Customer shall not, at any time, use 3rd Party Targeting: (i) for discriminatory purposes; (ii) to target minors under the age of sixteen(16); (iii) based on Special Categories of Personal Data; (iv) based on Personal Data relating to alleged or confirmed criminal convictions or offenses; and/or (v) otherwise in violation of any applicable law in any country where the campaign is performed.

7. Confidentiality

7.1 Each party agrees that with respect to any Confidential Information (as defined below) that is disclosed by one party to the other in connection with the Agreement, the party receiving such Confidential Information shall not disclose such Confidential Information to any third party, or use it for any purpose, except in connection with its rights and obligations under the Agreement. "**Confidential Information**" means all information concerning a party or any of its subsidiaries or affiliates that is not generally known to the public, which information is marked confidential or proprietary, or which under the circumstances ought reasonably to be treated as confidential or proprietary, and includes, without limitation, the terms of the Agreement. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is, as of the time of disclosure, or thereafter becomes, part of the public domain through a source other than the receiving party; (ii) was lawfully in the possession of the receiving party as of the time of disclosure; (iii) is independently developed by the receiving party without reference to the Confidential Information; or (iv) is subsequently obtained from a third party not subject to an obligation of confidentiality with respect to the information disclosed.

7.2 Confidential Information shall be kept in the strictest confidence and shall be protected by all reasonable and necessary security measures. Confidential Information shall not be released by the receiving party to anyone except an employee or agent, who has a need to know the same, and who is bound by confidentiality obligations at least as restrictive as these contained herein. Neither party will use any portion of Confidential Information provided by the other party pursuant to the Agreement for any purpose other than as expressly set forth under the Agreement. Notwithstanding the foregoing, either party may disclose Confidential Information strictly necessary to comply with the demands of any court order, law or governmental agency and Outbrain may share Confidential Information of Customer with any holding company of Customer or with any subsidiary company of Customer's holding company.

7.3 If Customer is acting on behalf of a Content provider, Customer authorises Outbrain to grant such Content provider (or any subsequent third party appointed by the Content provider) access to and a right to use the Campaign Details.

8. Representations and Warranties

8.1 Each party represents and warrants to the other party that: (i) it has all necessary rights and authority to enter into the Agreement and grant the rights and licences under the Agreement; (ii) it shall comply with Applicable Laws, and (iii) the execution or acceptance of the Agreement (which includes the Campaign Details), and the performance of its respective obligations and duties pursuant to the Agreement, do not and will not violate any agreement to which such party is bound. "**Applicable Laws**" means any applicable federal, national, state or foreign laws or regulations or any industry self-regulatory rules or guidelines (including the Interactive Advertising Bureau Guidelines, Standards & Best Practices, the NAI Code of Conduct, the DAA Self-Regulatory Principles for Online Behavioral Advertising. Any Applicable Laws related to the privacy of personal data are referred to as "**Data Protection Laws**".

8.2 Customer represents and warrants that: (i) the Content (which for the avoidance of doubt, includes the headline, images, videos and, landing pages) does not violate any Applicable Laws, and will not contain any material which may be harmful, abusive, obscene, threatening or defamatory; (ii) it has all necessary rights licenses and clearances to grant rights granted herein, including for Outbrain to use, host, cache, route, store, copy, modify, distribute, reformat, reproduce, publish, display, transmit and distribute the Content; (iii) the Content will not infringe any intellectual property rights of any third party; (iv) it will not provide Content that is targeted to children under the age of sixteen (16); (v) Content complies with Outbrain's Advertising Guidelines, as may be updated from time to time by Outbrain; (vi) Content shall not (a) redirect to a destination other than as originally submitted to the Service, and/or (b) be substantively

different from the Content originally submitted to the Service; (vii) it will not use the Service in a manner that provides an unintended advantage or interferes with the integrity and/or overall performance of the Service; (viii) if using the Dashboard, Customer will adhere to any rules of such use as solely determined by Outbrain (e.g. not using source bidding to whitelist any particular Network source); (ix) it is not subject to nor owned or controlled by any person that is subject to sanctions or export control restrictions imposed pursuant to U.S. law or the laws of any other jurisdiction applicable to the performance of the agreement norit will take any action that could result in economic sanctions or other trade control restrictions or penalties being imposed on Outbrain; and (x) all business and payment information provided to Outbrain is true, correct, and accurate.

8.3 If Customer is an agency (or other third party acting on behalf of the provider of the Content), Customer represents and warrants that: (i) it is the authorised agent of the provider of the Content; (ii) it has the legal authority to enter into the Agreement and make all decisions and take all actions relating to the provider of the Content; (iii) it has entered into a written agreement granting the agent the authority to represent the provider of the Content in accordance with (i) and (ii) above (and shall submit such agreement to Outbrain on demand). Customer further agrees that it is not acting on behalf of a French company or a foreign company whose advertising content mainly targets French territory exclusively through the Dashboard. If Customer is acting on behalf of a French content provider whose advertising mainly targets the French territory, please contact info@outbrain.com for more information on how to purchase Outbrain Services.

8.4 No conditions, warranties or other terms apply to any Outbrain services supplied by Outbrain under this Agreement unless expressly set out in this Agreement. No implied conditions, warranties or other terms apply (including without limitation any implied terms as to satisfactory quality, fitness for purpose or conformance with description or any warranties arising from a course of dealing, usage or trade practice or regarding the performance or success of any campaigns made by it on behalf of Customer or that the Services will operate uninterrupted, secure or error free).

9. Data Protection

The provisions of the Data Sharing Agreement shall be incorporated into, and form part of, this Agreement.

10. Indemnification

10.1 Each party shall defend, indemnify and hold harmless the other party and its respective agents, affiliates, subsidiaries, directors, officers, employees, contractors and Network partners (as applicable), against any and all third party claims resulting from the breach of such party's representations and warranties under this Agreement.

10.2 In connection with any such claim: (i) the indemnified party shall provide prompt written notice to the indemnifying party of any such claim (provided that the failure to provide such prompt notice shall not relieve the indemnifying party of its indemnification obligations in the Agreement, except to the extent it has been damaged thereby); (ii) the indemnifying party shall have sole control of the defense or settlement of the claim (provided that the indemnifying party may not enter into any settlement that may adversely affect the rights or obligations of the indemnified party without the indemnified party's prior written consent); (iii) at the indemnifying party's request and expense, the indemnified party cooperating in the investigation and defense of such claim; and (iv) the indemnified party shall have the right to participate in its defense with counsel of its own choosing at the indemnified party's expense.

11. Limitation of Liability

11.1 Nothing in the Agreement excludes or limits either party’s liability: (i) for death or personal injury resulting from the negligence of either party or their servants, agents or employees; (ii) for fraud or fraudulent misrepresentation; (iii) for anything which cannot be excluded or limited by law.

11.2 Except with respect to claims arising from the indemnity obligations or a breach of clause 6 (confidentiality) and/or non-payment of fees owed, the maximum aggregate liability of either party and its’ directors, officers, employees, Network partners, vendors or agents arising from any given event or series of connected events arising under or related in any way to this Agreement or its implementation shall be limited to the greater of: (i) £50,000; and (ii) 100% of the amount of fees paid or payable by Customer under Agreement in the 12 months immediately preceding the month in which the event (or first in a series of connected events) occurred.

11.3 In no event shall either party be liable for: (i) loss of revenues; (ii) loss of profits; (iii) loss of contracts; (iv) loss of business or anticipated savings; (v) loss of data; (vi) loss of goodwill or reputation; or (vii) for any consequential, special or indirect losses whether

or not such losses were within the contemplation of the parties at the date of this Agreement, suffered or incurred by that party arising out of or in connection with the provisions of, or any matter under, this Agreement.

12. Miscellaneous

12.1 Neither Party may assign the Agreement, in whole or in part, by operation of law or otherwise, without the prior written consent of the other; provided, however that either party may assign its rights or delegate its duties under the Agreement, in whole or in part, without the other's consent, in connection with a merger, reorganisation or sale of all, or substantially all, of the assignor's assets, provided that the successor entity shall have sufficient resources to fully perform the Agreement and shall assume the obligation to fully perform the Agreement.

12.2 This Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts in respect of any dispute or matter arising out of or connected with this Agreement. The prevailing party in any action arising out of or to enforce this Agreement shall be entitled to recover its reasonable legal fees and costs. Notwithstanding the foregoing, in the event of Customer’s default of its obligations in Section 5 above, Outbrain shall have the right, if it so chooses, to commence an action against Customer for such default in the appropriate court in the venue and jurisdiction in which Customer resides or maintains assets.

12.3 No press releases or general public announcements shall be made without the mutual written consent of Customer and Outbrain. Outbrain shall have the right to include Customer's name including, but not limited to, in Outbrain's client list and in other marketing materials. Customer shall not use Outbrain’s name, logo or trademark without Outbrain’s prior written consent.

12.4 All notices under the Agreement will be in writing via email, to the address of the receiving party set forth on the Insertion Order or Dashboard, or at such different address as may be designated by such party by written notice to the other party from time to time. Notice will be effective on receipt.

12.5 No failure of either party to enforce any of its rights under the Agreement will act as a waiver of such rights. If one or more provisions of the Agreement are held to be unenforceable under Applicable Laws, then such provision(s) shall be excluded from the Agreement, and the balance of the Agreement shall be enforceable in accordance with its terms.

12.6 Neither party shall be liable for any delay or failure to perform any of its obligations set forth in the Agreement due to causes beyond its reasonable control. Neither party shall be liable for any unavailability or inoperability of the Internet, technical malfunction, or computer error or corruption resulting in loss of data or other harm. Notwithstanding the foregoing, Customer shall not be relieved from any of its obligations as to Fees due hereunder.

12.7 Sections **7, 8, 9, 10, 11** and **12**, together with any outstanding undisputed payment obligation, shall survive the termination of the Agreement.

12.8 Customer and Outbrain shall each act as independent contractors. Nothing in the Agreement shall be deemed or construed as creating a joint venture or partnership between the parties.

12.9 The Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified without the prior written consent of both parties. In no event shall any inconsistent or conflicting terms and conditions contained in any purchase order, insertion order, invoice or other document submitted by Customer concerning the subject matter hereof have any force or effect unless accepted or signed by Outbrain.