

CODE ON PAGE TERMS

The Code on Page Terms ("**COP Terms**") are incorporated by reference into the applicable SOW. To the extent of any conflict between the SOW and the COP Terms and the MSA Terms, the terms of the SOW, the COP Terms and then the MSA Terms shall prevail, in such order.

1. DEFINITIONS.

- 1.1. "**Card(s)**" means the formats available through the Technology where Recommendations appear.
- 1.2. "**Destination Page**" means any webpage or other online location (which may be located on a Partner Site(s) or another website or application) that may be accessed by clicking on Recommendations.
- 1.3. "**Revenue**" means net revenue generated from Advertiser Recs and charged by Outbrain for the display of such Advertiser Recs in the Company network.

2. TECHNOLOGY; PLACEMENT AND APPEARANCE.

- 2.1. Partner shall implement the Technology (including Company's Ads.txt) pursuant to Company's technical instructions and any implementation guides made available by Company, as revised from time to time. Implementations of the Technology must appear directly below the main Content on each page of the Partner Sites on which the Technology is installed or as otherwise mutually agreed in writing between the Parties (e-mail shall suffice). Implementation must include at least one (1) link to Advertiser Recs per page unless otherwise agreed in writing.
- 2.2. Outbrain may terminate the Agreement if the Technology is not implemented within thirty (30) days of Company providing the Technology to Partner. The SOW is automatically terminated if the Technology is removed from Partner Site(s) for more than thirty (30) days without Company's prior written approval.
- 2.3. During the Term, Company shall be Partner's sole and exclusive provider of direct and indirect content recommendations, where "content recommendations" are one or more paid or unpaid links comprised of a headline or phrase indicating that an End User will be driven to Content (regardless of whether the Destination Page displays content, advertorials or advertisements).
- 2.4. Outbrain may test changes to the Technology, including to Card ordering, format and frequency. To the extent that Partner controls any testing, Partner shall comply with such testing requests on at least a quarterly basis.

3. REVENUE & PAYMENT.

During the Term, Partner will be paid the as indicated on the SOW for the applicable placement(s). Company shall make such payments within the number of days indicated on the SOW after the end of any calendar month during which Company collects Revenue. For the avoidance of doubt, Revenue is net of, inter alia, advertiser fees, serving fees, third-party data services integrated into Company's platform, invalid clicks/impressions, and advertiser and agency discounts/rebates.

