Teads Engage OS Terms

To the extent that Partner enables Teads Engage OS on its sites, the following terms will apply:

1. **DEFINITIONS**

a. **“Ad Impression”** means (i) for video formats, an impression is deemed to have been served when a video ad begins to play; and (ii) for non-video format, an impression is deemed to have been served when the ad is displayed.

b. "**Ad Opportunity**" means each instance in which Partner makes an Ad Impression available for bidding or selection by eligible demand sources.

c. "**Ads**" means advertisements that are displayed on Partner Sites in connection with campaigns that are served via the Technology and/or Yield Technology. An Ad may take any form, including but not limited to banner ads, rich media, or any other digital creatives.

d. "**Ads.txt**" means an authorized digital seller's text file, including App-ads.txt.

e. "**Company Enabled Demand**" means Ads sourced, sold, or contracted by the Company.

f. "**Data**" means all data collected or generated pursuant to this Agreement, including any reports or other data made available to Partner.

g. "**Dynamic CPM**" means a dynamically-generated cost per thousand Ad Impressions.

h. "**End Users**" means an individual human viewer who visits a web page, application, and/or platform of the Partner.

i. "**Partner Enabled Demand**" means advertising demand sourced from third parties (other than the Company) that is served on Partner Sites through the Yield Technology, including demand sourced by the Partner directly or via third-party demand partners of the Partner's choice.

j. **“Page View"** means a single, distinct webpage completion of a Partner Site that is fully loaded, rendered, and displayed on an End User’s web browser or device, triggering a valid, uncorrupted execution of the Company’s Technology and Yield Technology. A Page View will include a minimum of one Ad Impression and/or Partner Organic Impression and as many as agreed between the parties.

k. "**Partner Organic Impression**" means the display of Partner's own organic content via the Technology that Company delivers to the user.

l. "**Partner Sites**" means the web properties, applications, or platforms identified in this Agreement above, and/or those on which Partner implements the Technology upon prior written approval.

m. **“Revenue”** means net revenue generated from Company Enabled Demand on Partner Sites.

n. "**Technology**" means collectively, the Company's Javascript, API, SDK, Video Player.

o. **“Tech Fee”** means a cost of 0.03$ per one thousand Page View(s).

p. **“User Session”** means any series of page views and/or interactions from an End User on the same Partner Site. The User Session commences upon first click from a link which results in a page view and/or interactions on the Partner Site. The User Session ends if there is no activity from the End User during a thirty (30) consecutive minutes window.

q. "**Yield Technology**" means the third-party technology, operated and owned by a third party, which is made accessible by the Company and enables Partner to access Partner Enabled Demand. For the avoidance of doubt, the Yield Technology is not owned, operated, or controlled by the Company, and the Company makes no representations or warranties with respect to it.

2. SERVICES & IMPLEMENTATION

1. Partner shall implement the Technology and Yield Technology pursuant to the Company's Minimum Implementation requirements above and the Company's technical instructions and implementation guides from time to time.
2. The Technology must appear on each Article Page(s) of the Partner Sites. Implementation must appear below the main content of each Article Page and include at least one Ad or Partner Organic Impression. Partner shall implement Technology and Yield Technology updates within 30 calendar days of notice. The Company shall allocate certain dedicated Ad Impressions for its own demand. Partner shall comply with Company testing requests on at least a quarterly basis. Partner shall provide Company with access to analytics accounts (such as Google Analytics) or equivalent data to verify traffic and performance metrics.
3. Company may drive End Users to Partner Sites generating additional Partner Site page views and User Sessions ("**Company Generated Traffic**"). Company will have the right to drive traffic to Partner Site(s) from the placements, properties or devices where the Technology is implemented outside of the Partner Sites and where Company has the right to serve Ads and/or Partner Organic Impression which will take End Users to (a) the Partner Site(s) or (b) an intermediate page where the End User can click through to the Partner Site. If an End User clicks on an Ad Impression on Company Generated Traffic, Partner shall not be compensated for any Revenue generated by such page views within the relevant User Session.

3. MONETIZATION AND PAYMENT

1. During the Term, monetisation of the Ad Impressions delivered by the Company via the Technology shall be based on a Dynamic CPM model. For the avoidance of doubt, Revenue is net of, inter alia, advertiser fees, third-party data services integrated into Company's platform, serving fees, invalid clicks/impressions, and advertiser and agency discounts/rebates. No minimum Revenue, minimum CPM, volume commitment, or fill guarantees apply in connection with the use of the Technology.
2. If Partner uses the Yield Technology to access Partner Enabled Demand, the Company shall not be responsible for any payments to Partner for any revenue generated from the Partner Enabled Demand, and the Company shall have no liability in connection with the Yield Technology or the Partner Enabled Demand. The Company is not a party to, and makes no representations or warranties in respect of, any transactions or revenue flows arising from Partner Enabled Demand.
3. The Company will charge Partner a Tech Fee for the use of the Yield Technology as defined in the Agreement.
4. Partner must promptly provide Company completed and accurate tax forms and all other similar materials Company requires, which may include tax form W-8BEN, W-8BEN-E or W-9 if applicable (collectively all such forms and materials, "**Tax Materials**"). Notwithstanding anything set forth to the contrary in this Agreement, Company may (a) withhold payments owed to Partner hereunder without penalty or late fee until Company has received Partner's Tax Materials, and (b) deduct any applicable taxes payable by Company from payments owed to Partner hereunder as required by law. Once Company has received the Tax Materials, Company will use commercially reasonable efforts to pay any amounts not paid to Partner pursuant to the foregoing subsection (a) as soon as reasonably practicable. If Company does not receive an invoice from Partner within six (6) months of the date of the Statement issued to Partner, such fees shall be considered waived.

5. To ensure proper payment to Partner, Partner is responsible for notifying the Company in writing of accurate contact and payment information. Partner is also responsible for any charges assessed by Partner's bank or payment provider. If the amount owed to Partner is less than £200, then the amount owed will be accrued if and until the calendar month in which the balance of the payments due to Partner exceeds £200. All payments under this Agreement will be in accordance with Company's measurements. Any dispute regarding a payment from Company must be submitted to Company in writing within thirty (30) calendar days of postage or wire transfer date of such payment or it shall be deemed waived.

6. In addition to Company's other rights and remedies, Company may (i) withhold and offset any payments owed to Partner under the Agreement (including in case of a material breach) against any fees Partner owes Company under the Agreement (or any other agreement), or if Partner is in breach of the terms of this Agreement, and/or (ii) require Partner to refund Company within thirty (30) calendar days of any invoice, any amounts Company may have overpaid to Partner in prior periods. If a Company advertiser, client or partner defaults on payment to Company, for any reason, Company may withhold payment or charge back Partner's account.

4. PROHIBITED ACTIONS. Company shall be the exclusive provider of yield optimization services within the Technology placement on the Partner Sites. Partner shall not implement or use the services of Taboola on the same pages where the Technology is active. Partner shall not use the Technology to facilitate bidding for, or grant access to, demand sources that are direct competitors of the Company, including but not limited to Taboola, Seedtag and Kargo.

5. LICENSE TERMS

1. During the Term and subject to Partner's compliance with all of the terms of the Agreement, Company grants Partner, during the Term, a limited, worldwide, non-exclusive, royalty-free licence to use and display Company's trademarks, service marks and logos (collectively, "Company Marks"), as incorporated into the Technology, strictly in accordance with Partner's obligations and rights in the Agreement. All goodwill arising out of Partner's use of any of the Company Marks shall inure solely to the benefit of Company. Company shall have the right to refer to Partner and the Partner Sites in any general listing of advertisers or partners (including in marketing and sales materials) who have implemented the Technology.

2. Company has the right to be attributed with advertising traffic credit from Comscore, Media Metrics, Nielsen/Net Ratings and/or similar third party measurement organizations that gain similar industry acceptance for ranked advertising traffic ratings purposes during the term of the Agreement. To the extent necessary to facilitate the foregoing, both the Partner and Company shall cooperate and take all necessary actions (including the signature of any document) to require all applicable third-party measurement organizations to provide that such advertising traffic be attributed to Company.4.6.

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

7. TERM, SUSPENSION AND TERMINATION

1. Company may suspend or discontinue all or any aspect of the Technology and/or Yield Technology, including its availability, at any time if required by exigent circumstances (such as a significant security breach, propagation of malware, other viruses to users, etc.) or other improper, unlawful, fraudulent misleading circumstances, or Partner's breach of the terms of the Agreement.

2. Either party may terminate the Agreement at any time in the event of a material breach by the other party of any provision of the Agreement that remains uncured for fourteen (14) days after the breaching party's receipt of written notice of the breach.

3. Company may terminate this Agreement, in whole or in part, at any time by providing Partner with at least thirty (30) days prior written notice.

4. Upon expiration or termination of the Agreement, all rights and obligations of the parties under the Agreement will be extinguished, except any terms of this Agreement which, by their nature, should survive termination, and continue to bind

the parties.

8. LIMITED WARRANTIES; INDEMNITY.

1. Each party represents and warrants to the other that: (i) it has all right, power, and authority necessary to enter into the Agreement and perform its obligations under it; and (ii) it will comply with all applicable laws, regulations and orders in its performance of the Agreement.

2. Company warrants that the Technology (as provided and made available by Company and implemented by Partner in accordance with the Agreement) does not and will not, to the best of Company's knowledge, infringe any Intellectual Property Right of any third party. For the avoidance of doubt, this warranty does not extend to the Yield Technology, which is third-party technology not owned or controlled by the Company, and the Company makes no warranty, express or implied, as to the Yield Technology, including as to its fitness for purpose, availability, performance, or non-infringement.

3. Partner represents and warrants that (i) it owns or has the right to operate the Partner Site(s); (ii) it will adhere to the Company Publisher Guidelines (as updated from time to time); (iii) the Partner Sites do not and will not contain any Content that is illegal or that infringes any Intellectual Property Rights of any third party; (iv) it has all rights and authority to any Partner Content provided to Company or obtained by the Company at the Partner's request; (v) the Partner Sites will not contain any obscene, defamatory, libelous, slanderous material or material that violates any person's right of publicity, privacy or personality; and (vi) the Partner Sites do not and will not knowingly contain a misrepresentation of fact or factual inaccuracy.

4. Nothing in the Agreement shall be construed as a promise of any sort of minimum traffic volumes, clicks, impressions or usage or any other such commitments by Company to Partner.

5. Except as expressly provided in the Agreement, neither party makes any representations or warranties, express or implied in relation to the Agreement, the Partner Sites, the Technology, any Content made available by Company through the Technology or Content made available via the Yield Optimization Technology or any other matters (including any implied terms relating to satisfactory quality or fitness for any purpose, any warranties of availability or uninterrupted or error free performance, any warranties arising out of any course of performance or dealing).

6. Company makes no representations or warranties concerning any Content contained in or accessed via the Technology, including without limitation to Recommendations and/or Ads, and Company will not be responsible or liable for the contents, accuracy, intellectual property infringement, legality or decency of Content provided through the Technology or for Partner's reliance on any of the foregoing.

7. Company makes no representations or warranties, and accepts no liability whatsoever, in connection with the Yield Technology or Partner Enabled Demand. The Yield Technology is provided by a third party over which the Company has no control, and Company shall not be responsible or liable for: (i) the operation, performance, availability, or security of the Yield Technology; (ii) any revenue generated from, or failure to generate revenue from, Partner Enabled Demand; (iii) any acts or omissions of the third-party provider of the Yield Technology; or (iv) any loss suffered by Partner in connection with its use of the Yield Technology.

8. Each party (the "**Indemnifying Party**") shall indemnify, defend and hold harmless the other party and its parent and affiliates, and each of its and their respective affiliates, directors, officers, shareholders, members, authorised representatives, employees and agents (collectively, the "**Indemnified Party**") from and against any and all claims, losses, liabilities, damages, costs, settlements, regulatory findings and/or fines and other expenses (including reasonable legal fees) (collectively, "**Claims**") that arise out of any third party claim occasioned by any breach of any of the Indemnifying Party's representations and warranties in this Agreement. The Indemnified Party shall promptly notify the Indemnifying Party of any Claim in writing, provided, however, that any delay in providing such notice shall not relieve the Indemnifying Party of any of its obligations except to the extent that the Indemnifying Party is prejudiced by such delay. The

Indemnified Party shall have the right to participate in the defence with a counsel of its own choosing and Indemnified Party shall not settle the Claim without the prior written consent of the Indemnifying Party.

9. **LIMITATION OF LIABILITY.**

    a. Neither Company nor the Partner exclude or limit liability to the other for: (i) death or personal injury caused by its negligence or that of its employees or contractors; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot lawfully be excluded or limited.

    b. Subject always to Section 8.1, neither party will be liable for: (a) any special, indirect, incidental or consequential loss or damage; (b) any loss of goodwill or reputation; (c) any loss of Data; (d) any loss of contracts, business or anticipated savings; or (e) any loss of profits arising out of or in connection with the Agreement or any breach hereof, whether or not such party has been advised of the possibility of such loss or damage, howsoever incurred and whether under a theory of contract, tort (including negligence) statutory duty or otherwise.

    c. Subject always to Section 8.1 and except for liabilities arising out of a party's violation, misappropriation or infringement of a party's Intellectual Property Rights, in no event will either party's aggregate liability arising out of or in connection with the Agreement or any breach (whether under a theory of contract, tort (including negligence), statutory duty, or otherwise) exceed the greater of: (i) £100,000 GBP; and (ii) the amount of Revenue or fees paid or payable pursuant to the Agreement pursuant to which the claim arose, in the 12-month period immediately preceding the event giving rise to liability (or, in the case of a series of connected events, the first such event).

    d. Each party acknowledges to each other that it accepts that the restrictions on the liability of each other party, as set out in the Agreement, are reasonable in all the circumstances.

10. **CONFIDENTIALITY.** Each party (the "**Receiving Party**") acknowledges that it will have access to certain information and materials, including the terms of the Agreement, concerning the business, technology, products and services of the other party (the "**Disclosing Party**") that are, or reasonably should be considered given the circumstances of disclosure to be, confidential ("**Confidential Information**"). Confidential Information will not include: (a) information known to the Receiving Party prior to disclosure by the Disclosing Party; (b) information independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party; (c) information that is or becomes publicly known through no fault of the Receiving Party; or (d) information disclosed to the Receiving Party by a third party without breach of any obligation of confidence. Except as permitted hereunder, the Receiving Party (i) will not use any Confidential Information for its own benefit or the benefit of any third party, and (ii) will not disclose any Confidential Information to any third party other than its directors, employees, contractors, advisors, investors or potential investors who have a need to know and who have agreed not to use, and to maintain the confidentiality of, the Confidential Information consistent with this Section 9. The Receiving Party will return or destroy the Confidential Information promptly upon the Disclosing Party's written request. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by applicable law or legal process, provided that the Receiving Party provides prompt written notice of any required disclosure to the Disclosing Party and provides reasonable cooperation (at the Disclosing Party's expense) with any effort by the Disclosing Party to contest or limit the scope of such disclosure.

11. **EXPORT CONTROLS.** Partner will comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("**OFAC**"), or other United States or foreign agency or authority, and shall not export, or allow the export or re-export of the Technology in violation of any such restrictions, laws or regulations. By downloading or using the Technology, Partner agrees to the foregoing and represent and warrants that it is not located in, under the control of, or a national or resident of any restricted country. Partner represents and warrants that none of it, or any individual, entity, or organisation holding any ownership interest or controlling interest in Partner, including any officer or director, is an individual, entity, organisation with whom any United

States law, regulation, or executive order prohibits U.S. companies and individuals from dealing, including, names appearing on the Specially Designated Nationals List.

12. **MISCELLANEOUS.** This Agreement will be governed by the laws of the State of New York, without regard to its conflict of law provisions. Any action or proceeding arising from or relating to this Agreement must be brought in a federal court in the Southern District of New York or in state court in New York County, New York, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. The parties agree that irreparable damage would occur if any of the provisions of the Agreement is not performed in accordance with these specific terms. Accordingly, the parties agree that each shall be entitled to injunctive relief to prevent breaches of the Agreement and to enforce specifically the terms and provisions of the Agreement, in addition to any other remedy to which they are entitled at law or in equity. The parties are independent contractors, and nothing in the Agreement will be construed to create a partnership, joint venture, agency or other relationship between the parties. No failure or forbearance by a party to enforce any of its rights under the Agreement or insist upon performance of the other party's obligations under the Agreement will be deemed a waiver of such rights or obligations to any extent, and no waiver by either party of any default or breach of the Agreement will constitute a waiver of any other or subsequent default or breach. Neither party will be liable for any failure to perform due to causes beyond the party's reasonable control. The Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or verbal, concerning such subject matter. This Agreement may be amended, modified or superseded only by a written instrument signed by both parties. Company may waive any provision of this Agreement, but no such waiver shall be binding unless in writing signed by an authorised representative of the Company. The headings in the Agreement are for the convenience of reference only and have no legal effect. Any reference to days in the Agreement shall be deemed business days unless otherwise specified. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. If any provision of the Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, failing which, it shall be severed from the Agreement and the balance of the Agreement shall continue in full force and effect. Neither party may assign the Agreement or any of its rights or obligations hereunder without the other party's prior written consent, except (i) due to operation of law, merger, reorganisation, or as a result of an acquisition or change of control, and (ii) by Company to its subsidiaries. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.