AI UNIT - ADOPTION TERMS

The Partner accepts the enablement of an AI powered chatbot unit which shall provide End Users with a content summary and the ability to interact with the content itself on the Partner's owned or operated properties where the AI Chatbot will be deployed ("**AI Chatbot**"). The AI Chatbot adoption shall be subject to these AI Unit Adoption Terms ("**Unit Terms**"). Any capitalized terms used in the Unit Terms not defined herein shall have the same meaning in the agreement in effect between the parties at the time of the execution of the Unit Terms (the "**Agreement**").

The parties agree to the following terms:

1. Partner shall implement the AI Chatbot on the Partner Sites and pages as agreed between the parties in writing from time to time.
2. Company shall deduct a third party tech fee from the Revenue generated for the Advertiser Recs displayed on the AI Chatbot unit.
3. Partner represents and warrants that:
    a. The AI Chatbot shall not be deployed on any Partner Sites or pages that: (i) are directed at or likely to be accessed by minors; (ii) contain or relate to sensitive subject matter including, without limitation, adult content, gambling, weapons, illicit substances, or political content; (iii) would cause the AI Chatbot to operate in violation of any applicable law or regulation, including without limitation data protection, consumer protection, and advertising standards laws; or (iv) are otherwise designated by Teads from time to time as ineligible for deployment.
    b. Partner shall ensure the AI Chatbot is clearly labeled as an automated system, and such labelling shall include at minimum: (i) a prominent notification that the user is interacting with an AI; and (ii) a disclaimer stating that the AI may generate inaccurate information and that users should verify outputs independently.
    c. Partner shall be solely responsible for ensuring that the deployment of the AI Chatbot on its digital properties complies with all applicable laws and regulations in the territories in which it operates, including any obligations arising under data protection, consumer protection, and sector-specific legislation.
    d. Partner acknowledges and agrees that Teads utilizes a third-party partner to provide the AI Chatbot. Partner hereby grants to Teads, and Teads' third-party partner, a limited, non-exclusive, royalty-free licence to crawl, index, and analyse the content of Partner's digital properties solely for the following purposes: (i) enabling the AI Chatbot to provide contextually relevant responses to the End-user; and (ii) ensuring the AI Chatbot operates in alignment with the subject matter of Partner's digital properties.
    e. Partner authorises Teads and/or its third party partner to inject, execute, and maintain such JavaScript code, iFrames, and associated tags as are reasonably necessary to render and operate the AI Chatbot on Partner's digital properties.
    f. Partner acknowledges and agrees that Teads may serve i) an AI generated summary of the Partner content and ii) advertising, including personalised advertising, within the AI Chatbot ("**In-Chatbot Advertising**").
4. Partner acknowledges that the AI Chatbot generates content algorithmically and that Teads does not author, curate, verify, or control individual AI-generated responses. Accordingly, and notwithstanding anything to the contrary in the Agreement:

a. Teads shall have no liability whatsoever arising out of or in connection with the AI Chatbot including without limitation: (i) AI-generated misinformation, errors, or hallucinations; (ii) outputs that are biased, discriminatory, or offensive; (iii) any infringement of third-party intellectual property rights by AI-generated content; or (iv) any loss or damage suffered by End-Users or third parties as a result of their reliance on or interaction with the AI Chatbot (v) the content, outputs, or actions of the AI Chatbot.

b. Teads makes no representation or warranty, express or implied, as to the accuracy, completeness, safety, legality, or fitness for purpose of any content or output generated by the AI Chatbot.

5. Partner shall indemnify and hold harmless Teads from and against any third-party claims, losses, costs, or damages arising out of or in connection with these Unit Terms and/or the Partner's deployment of the AI Chatbot and/or the End-User's use of the AI Chatbot. For the avoidance of doubt, the Partner's indemnity obligations under this Section are uncapped and shall not be subject to any financial or liability limitations set forth elsewhere in this Agreement.

6. These Unit Terms shall be interpreted and construed in accordance with and governed by the laws in the Agreement which shall remain in full force and effect unchanged except as modified by these Unit Terms.