Teads General Terms and Conditions

1. **Definitions**

a. **“Ad Impression”** means each unique time an Ad is actually displayed on a Partner Site through the Technology, as determined by the Company. In any case, the Ad Impression must be visible to the End User.

b. "**Ad Opportunity**" means each instance in which an Ad is successfully delivered and rendered within an Ad Space such that the Ad is capable of being viewed by an End User, as recorded by the applicable ad-serving or measurement technology.

c. “**Ad(s)”** means advertisements, creatives, or paid content campaigns delivered by the Company's demand partners, agencies, or advertisers to be displayed on Partner Properties.

d. **“Ad Format”** means the specific visual and structural layout used to render an advertisement on the Properties. This includes but is not limited to video formats (such as inStream,outStream, inPlay, inPause , standard display (such as banner ads) and native content formats or any other such formats that may be introduced by Teads from time to time).

e. “**Ad Space”** means any inventory, placement, or reserved digital real estate made available by the Partner on its Properties for the purpose of integrating the Technology and broadcasting Ads or Partner Content.

f. **“Ads.txt”** means an authorized digital seller's text file. All references to Ads.txt include App-ads.txt.

g. “**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).

h. “**Bid Request**” means a request from Partner, facilitated by Company, sent to Advertisers to Bid on Partner Inventory.

i. **“Company Affiliates”** means the Company-related entities providing the relevant Technology and Platform. For the purpose of this Agreement, references to “Company” shall include “Company Affiliates”

j. “**Company Marks”** means all trademarks, service marks, logos, trade names, domain names, trade dress, and other brand identifiers owned by or licensed to the Company, including those incorporated into the Technology or Platform. All goodwill arising from the use of Company Marks shall inure solely to the benefit of the Company.

k. **"Content"** means graphical, textual, and/or auditory content (which may include text, data, information, photos, images, graphics, audio, video, or other content).

l. **“Dashboard”** means Company's electronic interface or reporting platform to which the Partner is granted access, which provides the Partner with financial reporting, real-time statistics and/or performance measurements regarding their account.

m. **"Data"** means all data collected or generated, including any reports or other data made available to the Partner from time to time in connection with the Agreement.

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

o. **"End Users"** means individual human viewers of a web page, application, and/or platform of the Partner Sites.

p. **“Fees”** shall mean the total fees payable to the Partner based on the Dynamic CPM calculation per month.

q. “**Intellectual Property Rights”** includes any invention, discovery, concept, expression or work, whether or not patented or patentable, registered or not, including, without limitation, discoveries, compositions, know-how, procedures, technical information, processes, methods, formulas, algorithms, protocols, techniques, designs and drawings, trade dresses, any physical embodiment thereof, and any patents, copyrights, trademarks, industrial designs and utility models, (and applications or extensions therefore), domains and trade secrets or similar rights to aforementioned rights recognized in any jurisdiction now or in the future.

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

s. **“Platform”** means the Company’s proprietary software and electronic interface made available to the Partner to manage and monetize advertising inventory. The Platform facilitates the placement of Ads and/or Partner Content, provides access to Partner Ad Spaces and allows the Partner to monitor financial reporting, performance statistics, and account measurements through a Dashboard.

t. **"Properties/Partner Sites"** means the web properties, applications, or platforms identified by the Partner in writing (email is sufficient), together with any additional properties on which Partner elects to implement the Technology upon prior written approval from the Company (e-mail will suffice).

u. **“Software development kit (SDK)”** means the software development kit provided by the Company and used by the Partner in order to display video advertising formats through mobile applications.

v. **"Technology"** means collectively, the Company's tags, Code on Page, API, SDK, Video Player ,Header Bidding and/or any other technology from time to time, whichever applicable.

2. **Technology: Placement and Specifications**

a. Partner shall comply with all technical requirements and instructions as advised by the Company from time to time, to access the Services and implement the Technology, including implementing and maintaining the Company-provided Ads.txt (including App-ads.txt) entries on all relevant Properties from time to time. Partner acknowledges that implementation includes the use of tags, SDK, cookies, or other tracking technologies necessary to perform the Services and leverage targeting capabilities.

b. The Company may provide updates or modifications to the Technology at its discretion. Partner shall implement such updates within thirty (30) calendar days for general updates and sixty (60) calendar days for SDK, to ensure continued service availability and performance (each an “**Update**” and collectively, “**Updates**”). Failure to implement Updates within the applicable timeframe may result in service degradation or suspension of access, for which the Company shall bear no liability. Partner acknowledges that timely implementation is essential to maintain service availability, security, and performance. The Company reserves the right to request access to the Partner’s analytics account(s) (such as Google Analytics) or equivalent data sources to verify traffic and performance metrics relevant to the Service. The Partner agrees to cooperate in good faith to provide such access or equivalent reporting data upon reasonable notice.

c. Partner and Company will work together to define the placement mapping across all Properties, which shall be agreed upon in writing.Partner shall ensure that all Ads and Partner Content rendered via the Technology are integrated strictly in accordance with the placement specifications as determined by the Company from time to time.

d. Technology must be implemented such that Ad Formats and Partner Content only become active when visible to the User and must not be placed on pages with auto-refreshing content, slide shows, or any environment that obscures, strips, or filters their display. Partner shall not alter, reposition, or obscure any

placement locations without the express prior written consent of the Company. Any failure to adhere to the placement requirements set forth herein shall constitute a material breach of this Agreement, and the Company reserves the right to immediately pause or suspend ad delivery to non-compliant inventory until remedied to the Company's satisfaction, and to withhold any payments attributable to such non-compliant inventory until the breach is remedied to the Company's satisfaction.

e. If applicable, from the Effective Date, Partner shall enable Company to, and Company shall be entitled to, Bid on Partner Sites in accordance with the following functional specifications: (a) each Bid shall compete in near real-time with other bids submitted to Partner's programmatic or header bidding auction mechanism for the deliverable forming the subject of the Bid Request and (b) during the Term, Partner shall submit all placement type information (including Placement Type ID) in compliance with OpenRTB Native Standards as updated from time to time.

3. **Price, Invoicing and Payment**

a. During the Term, Fees will be paid ninety (90) days following the end of the applicable calendar month in which the Fees were earned, subject to receipt of a valid invoice from the Publisher.

b. For the avoidance of doubt, the Fees to be paid to the Partner are 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.

c. All invoices and payments under this Agreement shall be calculated based on the Company's measurements, statistics, and reporting as made available on the Platform Dashboard. The Company's measurements shall be final and binding on the Parties.

d. If the Partner's measurements and the Company's measurements differ by more than ten percent (10%), the Partner must promptly notify the Company in writing. The Parties agree to cooperate and attempt to resolve the discrepancy in good faith. Pending the resolution of any such discrepancy, payments shall continue to be processed based on the Company's measurements and reporting.

e. Submission of a written measurement dispute within fourteen (14) calendar days of reporting data availability is a condition precedent to any invoice or payment claim. The Parties shall negotiate in good faith for fourteen (14) calendar days following notice; failing agreement, Company's reporting data shall automatically control and be final and binding. Partner's failure to timely submit a dispute constitutes irrevocable acceptance of Company's measurements and a permanent waiver of all related claims.

f. Except as otherwise stated herein, all payments are exclusive of any applicable taxes which shall be payable at the time and in the manner required by law. All taxes, customs duties and charges of a similar nature which are applicable (other than those based on the net income of Teads) are to be paid by the Partner, who shall be solely liable for their payment.

g. Any Ad Impression generated in violation of this Agreement or any brand safety policy provided by Teads shall not be counted for purposes of calculating any compensation owed to the Partner. Teads can also withhold payment to the Partner in the case the number of Ad Impressions are disputed by its demand partners.

4. **License Terms**

a. Subject to the Partner's compliance with this Agreement, the Company grants the Partner a limited, worldwide, non-exclusive, non-transferable, and revocable license during the Term to access and use the

Platform and Technology solely as necessary to receive the Services. All rights not expressly granted to the Partner are reserved by the Company.

b. Each Party retains sole ownership of its pre-existing intellectual property rights, provided that each Party grants the other (including its affiliates) a worldwide, royalty-free, non-transferable license during the Term to use, reproduce, and display its trademarks, service marks, and logos ("**Marks**") on the Platform, in marketing materials, and in general partner listings to demonstrate the partnership; provided further that, as between the Parties, the Company retains all right, title, and interest in and to the Platform, Technology, Data, Company Marks, and the Dashboard, while the Partner retains all right, title, and interest in and to the Partner Properties, including their look, feel, content, and editorial material (strictly excluding the Company's integrated Technology and Ads).

c. The Partner agrees that it will not, directly or indirectly, nor authorize any third party to (i) modify, adapt, translate, edit, bypass, reorder, or create derivative works from the Platform, Technology, Ads/Partner Content, (ii) engage in reverse engineering, decompilation, disassembly, or otherwise attempt to derive source code from the Technology or the Platform, (iii) access the Platform or Technology to develop a competing product or service, (iv) use any data mining, screen scraping, spiders, or similar data gathering and extraction tools on the Platform and/or (v) commit fraudulent passing off, including "spoofing" or masking unique ad spot identifiers, domains or user agents.

5. **Suspension of Technology; Term & Termination.**

a. This Agreement begins on the Effective Date and continues unless terminated under this Section 5.

b. Either party may terminate: (a) immediately upon written notice if the other party breaches any material term and fails to cure within fourteen (14) days of notice (b) if the other party ceases operations, becomes insolvent, liquidates, or files for bankruptcy.

c. Company may terminate at any time by providing at least thirty (30) days' prior written notice.

d. Company may immediately suspend or discontinue Technology or Services without notice for exigent circumstances, including security breaches, malware, fraud, or unpaid undisputed fees.

e. Effect of Termination: Upon termination: (i) all licenses end; (ii) Partner must remove all Technology and return or destroy Confidential Information; (iii) outstanding amounts become immediately due; and (iv) surviving provisions (including Confidentiality, Indemnity, and Limitation of Liability) remain in effect. The parties waive any local legal requirement for a court order to terminate this Agreement.

6. **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 8. 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.

7. **Limited Warranties; Indemnities**

    a. 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.

    b. The 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.

    c. 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's Partner Guidelines and Brand Safety Policy (as updated from time to time) and/or to the Partner's own guidelines which shall be substantially similar to Companys'; (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.

    d. 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.

    e. Except as expressly provided in this Section 8, Company makes no representations or warranties concerning any Content (including Ads or Partner Content) accessed via or delivered through the Platform. Company shall not be responsible or liable for the contents, accuracy, intellectual property infringement, legality, or decency of any such Content or for Partner's reliance on any of the foregoing.

    f. 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, authorized 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 defense with a counsel of its own choosing, and the Indemnified Party shall not settle the Claim without the prior written consent of the Indemnifying Partner.

8. **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 10.1, NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY BREACH HEREOF (INCLUDING FOR LOSS OF DATA OR COST OF COVER), WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

c. SUBJECT ALWAYS TO SECTION 10.1 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 HEREOF (WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE) EXCEED THE GREATER OF ONE HUNDRED THOUSAND DOLLARS ($100,000) OR THE AMOUNT OF REVENUE PAID OR PAYABLE 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).

9. **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 represents 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 organization holding any ownership interest or controlling interest in Partner, including any officer or director, is an individual, entity, organization 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.

10. **Force Majeure.** The Parties shall not be liable to each other for any delays or breaches of this Agreement caused by anything outside the reasonable control of the Parties preventing the fulfillment of the Agreement in full or in part including but not limited to acts of God, fire, storm, flood, earthquake, explosion, accident, acts of the public enemy, war, rebellion, insurrection, sabotage, epidemic, pandemic, lockdown, quarantine-like measures, labor dispute, labor shortage, power shortage, transportation embargo, failure or delay in transportation, any act or omission (including laws, regulations, disapprovals or failure to approve) of any government or government agency ("**Force Majeure**"). It is expressly agreed that the occurrence of a Force Majeure event will only result in the suspension of the Agreement for the duration of such event; provided that the Party intending to invoke this Section 12 shall notify the other Party within a period not exceeding two (2) weeks after the occurrence of the applicable Force Majeure event, by email, specifying the date of suspension of its obligations and the Force Majeure event justifying such suspension.

11. **Privacy.** The provisions of the Teads Publisher Data Sharing Agreement shall be fully incorporated into, and form part of, this Agreement.

12. **Traffic Measurement.** The Company will have the right to share with Partner and 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. Notwithstanding the foregoing, each party will request prior written consent before issuing a press release regarding the Agreement or using the other party's name on its website other than in accordance with the Agreement.

13. **Applicable Law and Jurisdiction.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of New York, without regard to conflict of law provisions, and both parties agree to submit to the exclusive jurisdiction of the courts of New York.

14. **Miscellaneous**
The Parties are independent contractors, and nothing in this Agreement creates an employment, agency, partnership, joint venture or similar relationship, or authorizes either Party to bind the other. This Agreement benefits only the Parties and their approved successors and assigns, and no third party may enforce its terms. Any invalid or unenforceable provision shall be modified to the minimum extent necessary or severed, without affecting the remaining provisions. This

Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all prior agreements and understandings. The Company may amend this Agreement by notifying the Partner through the Platform or other appropriate means, with prior notice for material changes; continued use of the Services or Platform after notification constitutes acceptance, and the Partner must notify the Company in writing and cease such use if it disagrees. Where this Agreement is available in multiple languages, the local-language version shall prevail in the event of any discrepancy. In the event of any conflict or inconsistency between this Agreement and any other written or verbal agreement, representation, understanding or arrangement between the Parties, the terms of this Agreement shall prevail, unless otherwise expressly agreed in writing by the Parties.