

TABOOLA, INC.
DIGITAL PROPERTY SERVICES AGREEMENT
TERMS AND CONDITIONS

1. Grant of Rights:

- a. Taboola grants Publisher or Company a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, royalty-free right during the Term to access and use (a) the Taboola Demand (including Recommendations) and any associated APIs, code, or software (including any updates and enhancements) on the Properties, and (b) Taboola's proprietary analytics and management dashboard ("the Analytics Dashboard") solely for purposes of tracking performance of the Taboola Demand and reviewing the analytics associated with the Properties. During the Term, Taboola may also offer Publisher or Company the right to use certain experimental features that are made available on a test basis ("Beta Features"), which Taboola may modify or remove at any time. Taboola may modify any feature, for reasons that it believes, in its sole discretion, are necessary to comply with any applicable law, self-regulatory rule or principle, or consumer disclosure standard or best practice.
- b. In addition, during the Term, where applicable, Taboola hereby grants Publisher or Company a non-exclusive, non-transferable, non-sublicensable, limited, and revocable right to copy and use the SDK (including any related documentation as may be updated by Taboola from time to time) with mobile application Properties, solely to serve Recommendations as set forth herein and in a manner that complies with the technical and implementation requirements as informed by Taboola from time to time. If Taboola makes available any upgrades, patches, enhancements, or fixes for the SDK ("Updates"), such Updates will become part of the SDK. Taboola shall provide Publisher or Company with written notice of any such Updates (email shall be sufficient), and Publisher or Company shall implement the Updates within fourteen (14) days of its release. Publisher or Company shall not (a) copy, modify, or adapt the SDK or any technology therein, or (b) rent, lease, sublicense, sell, assign, loan, or otherwise transfer the SDK or any technology therein. Taboola may permanently or temporarily stop providing any features within the SDK, or support the SDK, at Taboola's sole discretion.
- c. Publisher or Company grants Taboola the right during the Term to (i) serve the Taboola Demand (and any associated APIs, code, software, or cookies involved in providing the Services) on the Properties, and to crawl the Properties (either directly or through a third party), and to interact with the Taboola Demand for the purposes of developing, optimizing, and serving Recommendations through the Services; (ii) track and analyze the performance of the Services (either directly or through a third party); and (iii) conduct tests on how Visitors interact with the Properties or Recommendations to facilitate maintenance and optimization of the Services. With prior written approval by Publisher or Company, Taboola may use Publisher or Company's name and logo when referring to Taboola's customers in Taboola marketing materials.
- d. **Ownership.** As between the Parties, Taboola owns all rights in and to the Services and Taboola's Confidential Information (as defined below), and Publisher or Company owns all rights in and to the Properties and Publisher or Company's Confidential Information. Publisher or Company is not required to provide any feedback or suggestions to Taboola. To the extent Publisher or Company does provide any such feedback or suggestions, Publisher or Company hereby grants to Taboola and its affiliates a non-exclusive, perpetual, irrevocable, royalty-free, transferable, worldwide right, and license to use, reproduce, disclose, sublicense, distribute, modify, and otherwise exploit all such feedback and suggestions without restriction. As between the Parties, each Party owns all data that such Party collects. As to Taboola, such data may include, without limitation: information collected from Visitors when viewing Recommendations (such as

web or app behavior, browser information, or cookie data that may be read or deployed by Taboola); IP addresses; hashed email addresses (if made available); and mobile device information, IDFAs, and Android Ad IDs (as applicable). The foregoing shall further include any reports created, compiled, analyzed, or derived by a Party with respect to such viewing. Taboola's data collection practices are reflected in its [privacy policy](#), which Taboola recommends that Publisher or Company review from time to time.

2. Taboola Demand Terms of Use:

- a. Throughout the Term, the Taboola Demand will be displayed on the Properties.
- b. Publisher or Company will not implement the Taboola Demand on any Property that contain, or publish in any publication connected to the Properties any material or content that is, or that may reasonably be considered: illegal, unlawful, or infringing under any applicable laws (including, without limitation, content that infringes a third-party copyright, trademark, patent, or trade secret), in violation of relevant economic sanctions or trade restrictions, pornographic, profane, promotional of illicit drugs and drug paraphernalia (including, but not limited to, recreational and prescription drugs), gambling-related (unless legal in the location offered), fake or deceptive, libelous, defamatory, invasive to privacy, violent, threatening, discriminatory (racially, ethnically, or otherwise), in breach of confidence or any other right of any third party, or lacking in necessary authorizations, approvals, consents, or licenses. Nor will Publisher or Company implement the Taboola Demand on any Property, or publish in any publication connected to the Property, containing content designed to promote hatred of any societal group based on, but not limited to, ethnicity, race, religion, sexual orientation, gender or trans-gender status, or designed to harass, offend, shock, or cause or promote harm to any individual (including, without limitation, by promoting "doxing"). Taboola reserves the right to remove the Services from any Property if Taboola deems, in its sole discretion, that Publisher or Company has violated the foregoing.
- c. The Taboola Demand will not be served on Properties that are directed to Visitors under the age of eighteen (18), Publisher or Company will not permit Taboola to collect information from a device or browser in the possession of a Visitor under the age of eighteen (18), and Publisher or Company will not enable the provision of any information to Taboola from a user that Publisher or Company knows (such as through use of an age-gating feature) has identified himself/herself as being under the age of eighteen (18).
- d. Publisher or Company shall not (i) reverse engineer, decompile, or disassemble the Services (including, without limitation, any SDK Technology); (ii) copy, modify, or adapt the Services; (iii) modify, change, edit, amend, truncate, alter, override, bypass, or reorder any aspect of the Services; (iv) place the Taboola Demand in an iFrame or in a container; (v) add its own code to the Taboola Demand; (vi) rent, lease, sublicense, sell, assign, loan, or otherwise transfer the Services; or (vii) use the Services in a manner that threatens the integrity, performance, or availability of the Services; (viii) redirect, block, or impede Visitors' engagement with the Services once they click on a Recommendation; or (ix) minimize, remove, cover or otherwise inhibit the full and complete display of the Platform.
- e. Publisher or Company shall not copy, crawl, index, cache, or store any information derived by the Services.

- f. Publisher or Company shall not attempt to access or use the Services in an unauthorized manner, including, without limitation, any attempt to gain access to the accounts of other Taboola customers or to extract data from the Analytics Dashboard for commercial purposes.
- g. Publisher or Company shall not generate clicks on Recommendations or generate Recommendation Pageviews (as defined below) through any automated, deceptive, fraudulent, invalid, incentivized, or other means that are designed to generate clicks or Recommendation Pageviews that are not the willing actions of Visitors who possess an independent, genuine desire to engage with the content that appears on the Taboola Demand.
- h. Publisher or Company shall not use or authorize the use of the Services on any website or mobile application that is not authorized to serve, except as expressly permitted in writing by Taboola (email shall be sufficient). In the event that Publisher or Company does so, Taboola may, in its discretion, deny or recoup any payments as to any such non-authorized website or mobile application.
- i. When applicable, Publisher or Company will declare Taboola as an authorized seller of Publisher or Company's advertising inventory by adding Taboola's designated ads.txt code ("Taboola Ads.txt Code") to the ads.txt file on Publisher or Company's root domain. The Taboola Ads.txt Code will be provided to Publisher or Company upon implementation of the Taboola Demand. Taboola reserves the right to require the update of the Taboola Ads.txt Code on the Properties from time to time and Publisher or Company agrees to reasonably comply with any such request by Taboola.
- j. Upon termination, it shall be Publisher or Company's obligation to remove any pixels, tags, or scripts provided by Taboola. Taboola shall have no liability related to or arising out of Publisher or Company's failure to do so. To the extent that Publisher or Company continues to display the Taboola Demand beyond the Term of this Agreement, Publisher or Company will be compensated at 50% of the Adjusted Gross Revenue.

3. **Compensation:**

- a. For each month of the Term, Publisher or Company shall receive the Compensation set forth in Section II above, provided that it is not in breach of this Agreement as of the date that payment is due, as set forth in Paragraph 3(b) hereof. For avoidance of doubt, upon Publisher or Company's breach of this Agreement, it shall not be entitled to receive any Compensation from Taboola, including for any revenue that may have been generated prior to the date of the breach but may not yet have been remitted to Publisher or Company as of the date of the breach. Publisher or Company shall not be compensated for any unauthorized implementation of the Taboola Demand, for any implementation of the Taboola Demand that makes it impossible to click or track clicks, or for any fraudulent or invalid clicks, traffic, or Recommendation Pageviews (as defined below). Traffic shall be deemed fraudulent or invalid if (i) it does not convert above a certain threshold as determined by Taboola in its sole discretion; (ii) Publisher or Company's Properties result in low post-click performance; or (iii) the Recommendation Pageviews are the result of transfers or referrals of Visitors by a third-party traffic source and result in a monthly click-through rate that is less than fifty percent (50%) of the click-through rate experienced by the remainder of the Recommendation Pageviews that occurred on the Properties during the same month.
- b. All payments shall be remitted to Publisher or Company in U.S. dollars within forty-five (45) days after the end of the calendar month in which that revenue was generated, provided that Publisher or Company has registered and continues to be registered with Taboola's payment services company, Payoneer. Notwithstanding anything to the contrary herein, Publisher or

Company agrees that Taboola may, without prejudice to any other rights it may have, offset any liability owed by Publisher or Company to Taboola under this Agreement, or any other agreement, with any liability owed by Taboola to Publisher or Company. Any objection to any invoice shall be stated in writing to Taboola within ten (10) days of receipt of the invoice, otherwise Publisher or Company waives such objections and such invoice will be deemed final, not subject to dispute, and accepted by Publisher or Company. Publisher or Company is responsible for providing accurate payment information, including, but not limited to, the correct entity name. Once Taboola releases payment in accordance with the payment information provided by Publisher or Company, Taboola is relieved of its payment obligations.

- c. **Forfeiture of Payment.** To ensure proper payment, Publisher or Company is solely responsible for providing and maintaining accurate contact and payment information associated with Publisher or Company's account. Failure to comply shall result in delay or forfeiture of Publisher or Company's due payment, as follows: Publisher or Company shall forfeit payment after three consecutive unsuccessful payment attempts to Publisher or Company's given bank account.
- d. **Taxes.** Each Party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments received by it under this Agreement. Compensation payable by Taboola to Publisher or Company hereunder is exclusive of all national, state, or local sales taxes, use taxes, or value added taxes. For clarity, Taboola will not be liable for the payment hereunder of any amount beyond the Compensation set forth above.
- e. **Definitions. Recommendation Pageviews:** Each unique time the Taboola Demand is rendered on the Properties as determined by Taboola and reported on the Analytics Dashboard, and shall not include any pageviews that are not human-initiated. **Adjusted Gross Revenue:** All net advertising fees paid by Advertisers to Taboola for placements of Taboola Demand on the Properties, and applicable taxes thereon ("Gross Revenue"), minus processing fees of twenty percent (20%) of Gross Revenue, which is assessed to reimburse Taboola for various operational costs, including without limitation, credit card processing fees, collection costs and defaults, serving costs, charge-backs, and reversalsto Advertisers. **Desktop:** Stationary computing equipment and portable, hinged laptop devices that have a keyboard (e.g., tower or mini tower case devices, laptops, or notebook computers). **Mobile:** Portable, handheld computing devices with a screen diagonal measurement of up to six (6) inches, normally including a phone and/or camera capability (e.g., Apple iPhone or Android phone computing devices). **Tablet:** Portable, handheld, flat-screened, non-hinged devices with a diagonal screen measurement of greater than six (6) inches (e.g., iPad, iPad mini, Samsung Galaxy tablets, and Microsoft Surface). **Mobile Optimized:** A website page that is designed differently than Desktop pages for optimal viewing on Mobile devices. **App:** A Publisher or Company's iOS, Android, or Windows computer program that is designed to run on Mobile or Tablet devices. The final definitions of Desktop, Mobile, Tablet, Mobile Optimized, and App will be determined by the user agent device ID, which is recognized and tabulated uniformly by the Analytics Dashboard for all Taboola clients. Publisher or Company acknowledges that any analytics provided in the Analytics Dashboard are estimates and will only be finalized fourteen (14) days after the conclusion of any calendar month.

- 4. **Exclusivity:** During the Term, Taboola will be Company's and Third Party Property Owners' exclusive Services provider on any properties owned or operated by Publisher or Company, including, without limitation, the Properties. In addition, Publisher or Company will not use any services provided by Outbrain, Revcontent, Zergnet, MGID, Media.net, Content.Ad, and Dianomi (or their parent or any of their subsidiaries or affiliates), directly or indirectly, at any time during the Term (except that Publisher or Company shall be permitted to buy

traffic from Outbrain, Revcontent, Gemini, Zergnet, MGID, Media.net, Content.Ad, or Dianomi). Publisher or Company acknowledges that the restrictions set forth in this Paragraph 4 are essential to Taboola's business and that any breach of the foregoing exclusivity provision will cause irreparable harm and significant injury to Taboola for which money damages will be inadequate. Accordingly, in addition to any other rights or remedies Taboola may have, Taboola shall have the right to obtain an immediate injunction to enjoin any breach or threatened breach of this provision of this Agreement, without having to post a bond or other security, and, where it is a prevailing Party, shall be entitled to receive its reasonable attorneys' fees.

5. **Privacy and Data Protection:**

a. **Privacy.** The Parties agree that the Taboola Publisher Privacy Terms located at <https://www.taboola.com/policies/privacy-terms-for-publishers>, and as updated from time to time (the "Publisher Privacy Terms"), are incorporated by reference into this Agreement.

6. **Representations and Warranties:**

a. **Publisher or Company Representations.** Publisher or Company further represents and warrants that (i) it either owns and operates the Properties or otherwise has the full right and authority to grant the rights granted hereunder; (ii) the Properties and Taboola's use of the Properties will not infringe upon the rights of any third party. Publisher or Company shall ensure that each of its mobile applications included as Properties complies with any applicable Apple/iOS and Android rules, guidelines, or requirements and any agreements into which Publisher or Company has entered with such platform entities. Publisher or Company shall further ensure that any signal or flag indicating that an end user has opted its mobile ad identifier out of cross-app or interest-based advertising (e.g., an "LMT=1" signal) is communicated to Taboola (except where such identifier is either not delivered to Taboola or obfuscated, in which case such obligation shall not apply).

b. **Taboola Representations and Disclaimers.** Taboola further represents and warrants that the Taboola Demand will be provided in accordance with the terms set forth herein. THE REPRESENTATIONS AND WARRANTIES IN THIS PARAGRAPH 6.b ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES MADE BY TABOOLA. TABOOLA PROVIDES THE SERVICES "AS IS." TABOOLA EXPRESSLY DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TABOOLA ALSO DISCLAIMS RELIANCE BY PUBLISHER OR COMPANY ON ANY REPRESENTATION OTHER THAN IN THIS AGREEMENT, WHETHER THE REPRESENTATION IS ORAL OR WRITTEN, CONCERNING OR RELATING TO (1) THE QUALITY, PERFORMANCE, OR RATE OF SUCCESS OF THE TABOOLA DEMAND OR SERVICE, (2) PUBLISHER OR COMPANY'S COMPENSATION, INCLUDING GUARANTEED AMOUNTS OF COMPENSATION, ADJUSTED GROSS REVENUE, OR (3) PUBLISHER OR COMPANY'S OBLIGATION TO MAKE TABOOLA ITS EXCLUSIVE PROVIDER OF THE SERVICE DURING THE TERM. ALL BETA FEATURES ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY REPRESENTATIONS, WARRANTIES, COVENANTS, OR OBLIGATIONS OF ANY KIND. ANY USE BY PUBLISHER OR COMPANY OF BETA FEATURES IS SOLELY AT PUBLISHER OR COMPANY'S OWN RISK.

7. **Relationship of the Parties:** Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment,

or any other relationship between Publisher or Company and Taboola. Except as otherwise specifically set forth herein, neither Party will (i) represent itself to be a partner, employee, representative, or agent of the other Party; or (ii) enter into any agreement on the other Party's behalf, in the other Party's name, or otherwise bind the other Party to any agreement or obligation.

8. **Indemnification:**

a. Except for that which Publisher or Company indemnifies Taboola, Taboola shall indemnify, defend, save and hold harmless Publisher or Company and its parent, subsidiaries, and affiliates, and its and their representatives, officers, directors, agents, and employees, from and against any and all third-party claims, damages, fines, penalties, awards, judgments, and liabilities (including reasonable outside attorneys' fees and costs) (collectively, the "Losses") resulting from, arising out of, or related to: (i) Taboola's breach or alleged breach of any of Taboola's representations or warranties set forth in Paragraph 6.b; (ii) a claim that the Taboola Demand violates a third party trademark, trade secret, copyright, or privacy right, except to the extent that such claim arises solely due to the combination of the Taboola Demand with a Property. If the Taboola Demand or Services are held in a suit or proceeding to infringe any intellectual property rights of a third party, and the use of such Taboola Demand or Services is enjoined, or Taboola reasonably believes that it is likely to be found to infringe or likely to be enjoined, then Taboola may, at its sole cost, expense, and option either (a) procure the right to continue using such Taboola Demand or Services, or (b) modify such Taboola Demand or Services so that it becomes non-infringing without affecting the basic functionality of such Taboola Demand or Services; provided, however, that if (a) and (b) are not practicable, Taboola may, in its sole discretion, terminate this Agreement with respect to such Taboola Demand or Services by giving Publisher or Company thirty (30) days written notice (email shall be sufficient). Taboola's obligations as stated in this Paragraph 8.a are Publisher or Company's sole remedy and Taboola's sole liability arising out of or relating to infringement claims.

b. Publisher or Company shall indemnify, defend, save and hold harmless Taboola and its parent, subsidiaries, and affiliates, and its and their representatives, officers, directors, agents, and employees, from and against all Losses resulting from, arising out of, or related to (i) Publisher or Company's breach or alleged breach of any of Publisher or Company's representations, warranties, or agreements herein; (ii) a claim that the Properties or any of its content violate a third-party trademark, trade secret, copyright, patent, or privacy right; or (iii) a claim that Publisher or Company did not comply with its Privacy Policy.

c. The Parties agree that in claiming any indemnification hereunder, the Party claiming indemnification (the "Claimant") shall (i) promptly notify the other Party in writing of the claim; (ii) grant the indemnifying Party sole control of the defense (except that the Claimant may, at its own expense, assist in the defense); and (iii) provide the indemnifying Party, at the indemnifying Party's expense, with all assistance, information, and authority reasonably required for the defense of the claim. In no event shall the indemnifying Party enter into any settlement or agree to any disposition of the indemnified claim(s) without the prior written consent of the Claimant.

9. **Limitation of Liability:** IN NO EVENT SHALL (a) TABOOLA BE LIABLE TO PUBLISHER OR COMPANY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES; OR (b) TABOOLA'S CUMULATIVE LIABILITY HEREUNDER EXCEED THE ACTUAL AMOUNTS PAID BY TABOOLA TO PUBLISHER OR COMPANY IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PUBLISHER OR COMPANY HEREBY WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE SERVICE,

PUBLISHER OR COMPANY'S COMPENSATION, OR OTHERWISE, BEYOND ONE (1) YEAR FROM THE FIRST OCCURRENCE OF THE ACT, EVENT, CONDITION, OR OMISSION ON WHICH SUCH CLAIM OR ACTION IS BASED. TABOOLA WILL HAVE NO LIABILITY TO PUBLISHER OR COMPANY IN CONNECTION WITH (A) PUBLISHER'S OR COMPANY'S FAILURE PROVIDE NOTICES TO, OR OBTAIN CONSENTS FROM, ITS END USERS REGARDING ITS DATA COLLECTION AND PRIVACY NOTICE PRACTICES OR THE SERVICES DESCRIBED HEREIN WHICH ARE REQUIRED BY APPLICABLE LAW; (B) PUBLISHER'S OR COMPANY'S COLLECTION, USE OR DISCLOSURE OF DATA AS CONTEMPLATED IN THIS AGREEMENT.

10. **Confidentiality:** During the Term, either Party may receive (the "Receiving Party") certain information and materials concerning the other Party's business, technology, customers, and products that are confidential and of substantial value to the other Party (the "Disclosing Party"). The Receiving Party will not use or disclose to any third party the Disclosing Party's Confidential Information (as defined below) except as necessary for the performance of this Agreement or for enforcement of its terms in the event of a breach; the Receiving Party may make such disclosure only to those individuals who are bound by confidentiality obligations at least as restrictive as those set forth herein (provided that the Receiving Party hereby agrees that it shall be responsible for any violation of the terms of this Agreement by such third parties). The Receiving Party will protect and preserve the Confidential Information as confidential, using no less care than it protects and preserves its own confidential and proprietary information (but in no event less than a reasonable degree of care), and shall not use the Confidential Information for any purpose except as necessary to carry out its obligations under this Agreement. The foregoing obligations will not restrict the Receiving Party from disclosing Confidential Information of the Disclosing Party (a) pursuant to a court order from a court of competent jurisdiction, an administrative agency, or other governmental body, provided that the Receiving Party, to the extent permitted by law, gives reasonable prior written notice to the Disclosing Party so that it may contest such order and, in the event that disclosure is required, only discloses the portion of Confidential Information that its legal counsel advises is legally required; (b) pursuant to a regulatory investigation or enforcement or in response to any governmental agency request; or (c) to any existing or potential investors, acquirers and financiers as part of a due diligence process. The foregoing shall also not restrict Taboola from disclosing Publisher or Company's contact information in response to any claim that the Properties or the Publisher or Company Content infringes upon, violates, or misappropriates any third party Intellectual Property Rights. The "Confidential Information" consists of (a) any technical information or plans concerning the Services, the Platform, or any software or other technology of Taboola or the Properties; (b) any financial information of the Publisher or Company; (c) other information disclosed by the Disclosing Party to the Receiving Party that is marked as confidential or should reasonably be assumed to be confidential under the circumstances; and (d) the content of this Agreement. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault of or breach of the Receiving Party; (ii) is rightfully known by the Receiving Party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iv) is rightfully obtained by the Receiving Party from a third party that has no duty of Confidentiality to the Disclosing Party.
11. **Choice of Law:** This Agreement will be governed by and construed in accordance with the laws of the State of New York excluding its conflicts of law principles. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the County of New York, New York and the Parties hereby irrevocably consent to personal jurisdiction and venue therein. If either Party hereto breaches any of the terms of this Agreement, the non-breaching Party shall be entitled to recover from the breaching Party any reasonable legal fees, costs, and expenses incurred to enforce this Agreement against the breaching Party.
12. **Assignment:** The rights and obligations of each Party hereunder shall inure to the benefit of the respective successors and assigns of the Parties hereto, provided that, except as expressly provided herein, this Agreement and any rights or obligations hereunder shall not be assigned or delegated without the prior written consent of the other Party (which shall not be unreasonably withheld), except that: (a) either Party may assign this Agreement to an acquirer of all or substantially all of such Party's business, whether directly or indirectly by merger, share purchase, asset acquisition, operation of law, or otherwise, without the other Party's prior written consent; and (b) Taboola may assign this Agreement, without Publisher or Company's consent, to its parent company or any of its affiliates or subsidiaries. Further, in the event that a portion or all of Publisher or Company's business is sold or transferred (whether directly or indirectly, by merger, share purchase, asset acquisition, operation of law, or otherwise), concurrently with such sale or transfer, Publisher or Company shall require any purchaser or transferee of all or such any portion of its business that will own a Property to agree to be bound by Publisher or Company's rights and obligations under this Agreement in their entirety with respect to such business or portion thereof.
13. **Taboola's Provision of Services:** Publisher or Company acknowledges that Taboola's parent company, Taboola.com Ltd., owns all intellectual property rights in and to the Services, and that Taboola is just an authorized licensor and distributor of the Services. Accordingly, Publisher or Company understands and agrees that Taboola.com Ltd. will provide the Services to Taboola for purposes of licensing and distribution by Taboola in the provision of its Services, and will perform certain other backend services on behalf of Taboola. Publisher or Company hereby consents to Taboola's delegation of the performance of some of the Services hereunder to Taboola.com Ltd., subject to Taboola remaining liable for the complete and correct discharge of all its responsibilities hereunder.
14. **Publicity:** Taboola shall have the right to issue a press release announcing its relationship with Publisher or Company.
15. **Force Majeure:** Neither Party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, any prohibition, admonishment, encouragement or restriction by any government or other legal authority that affects this Agreement and is not in force on the date of this Agreement, lockouts, failures of the Internet, shortages of or inability to obtain energy, raw materials, or supplies, pandemics, war, terrorism, riot, or acts of God.
16. **Miscellaneous:** This Agreement constitutes the complete and exclusive understanding and agreement between the Parties regarding the subject matter herein, and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. The failure of either Party to enforce strict performance by the other Party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver of that Party's right. Any waiver, modification, or amendment of any provision of this Agreement will be effective only if in writing and signed by a duly authorized representative of each Party or is presented by Taboola electronically via the Analytics Dashboard or otherwise and accepted by Publisher or Company by clicking on "I Accept" or similar language. Should any section or part of a section within this Agreement be rendered void or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless be binding upon the Parties with the same effect as though the void or unenforceable part had been severed and deleted. Paragraphs 1.d, 8-11 and 16 of these Terms and Conditions shall survive the termination of this Agreement. Each Party agrees that this Agreement may be executed by electronic signature. Electronic execution of this Agreement by a Party is intended to authenticate this writing and have the same force and effect as a manual signature. Neither Party may challenge the authenticity or validity of this Agreement on the basis that it was signed electronically.