



## TERMS AND CONDITIONS TO DISTRIBUTING CONTENT ON THE TABOOLA NETWORK

Pursuant to these Terms and Conditions to Distributing Content on the Taboola Network (the "Terms"): (a) Taboola shall distribute Advertiser's content (e.g., designated landing page URLs, headlines, thumbnail images, or videos) (the "Advertiser Content") via Taboola's content recommendation distribution platform (the "Platform") on Taboola owned or third party websites, digital properties, apps, utilities, platforms, operating systems, notifications or devices with or on which Taboola or its affiliates have a relationship or the right to serve advertisements (each, a "Taboola Property" collectively the "Taboola Network") in order to generate Actions (as defined below) via the designated landing page URLs (the "Service"), and (b) Advertiser shall compensate Taboola for the Service pursuant to the parameters agreed to by the parties. These Terms shall govern the relationship between Advertiser and Taboola for any orders to run Advertiser Content on the Network (each a "Campaign") as authorized by Advertiser, whether such authorization is granted via the attached insertion order (the "Insertion Order"), additional insertion orders, email or otherwise, and they represent the parties' common understanding for doing business (the "Agreement"). All references to "Agency" herein shall only be applicable to the extent that Advertiser is acting through an agent and all references to Advertiser shall include Agency, if applicable. All capitalized terms not otherwise defined herein are defined in the Insertion Order into which these Terms are incorporated by reference.

### 1. Grant of Rights:

- a. Advertiser grants Taboola a limited, revocable, non-exclusive, royalty-free right and license to (i) access, index, host, compress, crop (if applicable) or make adjustments to extent necessary to fit the desired inventory, and otherwise use the Advertiser Content and Campaign details (e.g., Advertiser Content description, the designated landing page URLs, budget per Campaign period (the "Campaign Budget") Campaign dates, Campaign key performance indicators, pricing information, and targeting and tracking information) (the "Campaign Details") to recommend Advertiser Content on the Taboola Network until such time that the amount due to Taboola for the distribution of such Campaign reaches the Campaign Budget set forth by Advertiser in any insertion order and (ii) use Advertiser Content, Advertiser's name, logo, trademarks, and any other proprietary content provided by Advertiser (x) in connection with the recommendation of Advertiser Content and (y) for Taboola's own marketing purposes in referring to Advertiser as a client, and such use shall be subject to Advertiser's standard trademark and content usage guidelines and quality review, if any, as provided to Taboola. Advertiser further grants Taboola the right to write a case study regarding Advertiser's use of the Service.
- b. Intentionally omitted.
- c. Except as otherwise specifically set forth herein, the grant of the foregoing licenses does not confer on either party any other proprietary rights, titles, and interests relating to patents, copyrights, trademarks, trade dresses, trade secrets, algorithms, know-how, mask works, droit moral (moral rights), and all similar rights of every type that may exist now or in the future in any jurisdiction, including, without limitation, all applications and registrations therefore and all rights to apply for any of the foregoing (the "Intellectual Property Rights").

2. **Advertiser's Content:** Taboola reserves the right to (i) reject or remove any Advertiser Content, (ii) pause any Campaign, or (iii) cap Advertiser's Campaign Budget in any given Campaign Month, if Taboola determines, in its sole discretion, that Advertiser, Advertiser's Content, or the content on the designated landing page does not comply with Taboola's Advertising Policies, with any applicable law, regulation, or other judicial or administrative order, or may bring disparagement, ridicule, pecuniary loss, or reputational harm upon Taboola. To the extent Taboola makes any optimization suggestions to the Advertiser with respect to Advertiser's Content, Taboola shall not own, or be liable to the Advertiser or any third party for such suggestions and related material, the Advertiser will remain solely liable for the Advertiser's Content, as specified hereunder. Upon receipt of written notice from Advertiser, Taboola agrees to use commercially reasonable efforts to ensure that Advertiser Content is not recommended on any specified Taboola Property that Advertiser deems objectionable.

### 3. Campaign Details:

- a. **Payment Models:** Pursuant to a signed insertion order, the parties will agree to the following payment model for each Campaign: *Cost per Install/Cost per Acquisition ("CPI/CPA")*: Advertiser pays Taboola each time a visitor to a Taboola Property (a "Visitor") clicks on Advertiser Content and is directed

to a landing page which instructs the Visitor to take a specific action (i.e. download a mobile application) and Visitor engages in that specific action (the "Action").

- b. **Campaign Information:** Advertiser may change the Campaign Details for a particular month, a portion of a month, or on a going-forward basis at any time on 48 hours' written notice, by sending an email to the Taboola representative who has been designated as the Campaign manager for Advertiser's account (the "Taboola Account Manager") or replying to an email from the Taboola Account Manager to confirm the change and the period during which it shall be in effect. Advertiser acknowledges and agrees that Taboola does not guarantee how often it will recommend any Advertiser Content or that the number of Actions during any period will fully exhaust Advertiser's Campaign Budget. Notwithstanding anything to the contrary, Taboola has the right to set price floors or require a minimum CPI/CPA for bidding on the Taboola Network. For purposes of clarity, the Campaign Budget shall be in U.S. Dollars, unless otherwise agreed to in a separate writing between the parties.
- c. **Reporting:** The measurements provided by Advertiser regarding Actions are the definitive measurements under this Agreement and will be used to calculate the amounts due to Taboola hereunder. Advertiser agrees that Taboola shall have the right to audit Advertiser's Action reporting system, invoices and payments to verify Advertiser's compliance with the obligations contained in this Agreement. In the event a discrepancy arises between the number of Actions reported in Advertiser's tracking logs and the numbers reported in Taboola's tracking logs, Taboola and Advertiser shall work together in good faith to identify the source of such discrepancy, remedy it, and adjust Taboola's prior invoicing. If the parties are unable to work through the discrepancy, Advertiser agrees that billing and invoicing will be based off of Taboola's numbers.

4. **Invoices:** Advertiser acknowledges that Taboola shall send Advertiser a finalized invoice setting out the charges for such Campaign Month and the balance due (plus value added tax as required by law) within fourteen (14) days of receiving Advertiser's numbers. Any objection to any invoice shall be stated in writing to Taboola within ten (10) days of receipt of the invoice, otherwise Advertiser waives such objections and such invoice will be deemed final and accepted by Advertiser. Any Advertiser objection must include supporting documentation from an independent third-party measurement agent. Payments may be made via wire, ACH or credit card, as mutually agreed between parties. Taboola, in its sole discretion, may require a prepayment of the Campaign Budget for any Campaign Month (the "Campaign Prepayment") from Advertiser before distributing the Advertiser's Content until such time as Advertiser has established a credit history with Taboola. Advertiser shall pay each invoice within thirty (30) days of the conclusion of each Campaign Month. Any late payments will accrue interest equal to one-and-one-half percent (1.5%) per month, or the maximum amount allowable under law, whichever is less, compounded monthly. In addition to any other rights or remedies that Taboola may have, Advertiser's failure to pay any invoices as set forth herein may result in Taboola cancelling or pausing Advertiser's Campaigns. Further, if Advertiser fails to make any payment as set forth herein, Advertiser

shall pay all reasonable expenses (including attorneys' fees) incurred by Taboola in collecting such payments. If Taboola agrees to a written request by an Advertiser to send an invoice to a third party on Advertiser's behalf, Advertiser agrees to remain responsible and liable for payment, and if such third party does not pay the invoice within the thirty (30) day payment period, Advertiser shall immediately pay all such amounts to Taboola. In addition, Taboola reserves the right to require immediate payment of any outstanding amounts due if the amount due to Taboola exceeds \$20,000 USD in any given Campaign Month or to impose a credit limit on Advertiser based on Advertiser's credit history, application or any other factors that Taboola deems relevant. For purposes of clarity, all payments shall be made in U.S. Dollars, unless otherwise agreed to in a separate writing between the parties. Any conversion rates shall be determined on the last day of each month, as quoted at [www.morningstar.com](http://www.morningstar.com). Payments to Taboola shall not be returnable, refundable, or subject to set-off, offset, avoidance, reduction, holdback, subordination or clawback under any circumstances, including, without limitation, under Sections 510, 542, 543, 544, 545, 547, 548, 549, 550, 551 and 553 of the United States Bankruptcy Code (the "Bankruptcy Code"). This Agreement shall constitute an executory contract for purposes of the Bankruptcy Code, including Bankruptcy Code section 365. All post-petition payment obligations to Taboola hereunder shall be entitled to priority as expenses of administration under sections 503(b)(1)(A) and 507(a)(2) of the Bankruptcy Code. In the event of a bankruptcy filing by Agency or Advertiser, as the case may be, Taboola shall be entitled to adequate protection pursuant to Bankruptcy Code sections 361 and 363(e) in the form of timely payments under this Agreement. In the event that Agency or Advertiser, as the case may be, fails to make timely payments to Taboola during any such bankruptcy proceeding, Agency and Advertiser (i) waive the automatic stay set forth in Bankruptcy Code section 362 to allow Taboola to terminate this Agreement and/or seek to collect all pre-petition and postpetition amounts due hereunder, and (ii) consent to, and agree not to oppose, any motion by Taboola to lift the automatic stay under Bankruptcy Code sections 362 and/or 553 for the purpose of terminating this Agreement, exercising its setoff rights hereunder or otherwise, taking any actions to collect pre-petition or postpetition amounts due hereunder, and/or seeking any other relief. To the extent that Taboola grants Agency an invoice credit or discount, for use in connection with a specific Advertiser, Agency agrees to either (i) pass along such credit or discount to the Advertiser or (ii) where Agency retains the above credit or discount rather than passing it to the respective Advertiser, Agency shall provide the Advertiser with legally sufficient notice and obtain legally sufficient consent to collect and retain the credit(s) or discount(s). Notwithstanding anything to the contrary herein, Advertiser agrees that Taboola may, without prejudice to any other rights it may have, offset any liability owed by Advertiser to Taboola under this Agreement, or any other agreement, with any liability owed by Taboola to Advertiser.

5. **Taxes:** Taboola may charge any applicable national, state, or local sales or use taxes or value added taxes that Taboola is legally obligated to charge (the "Taxes"). If applicable, Advertiser may provide Taboola with an exemption certificate or equivalent information acceptable to the relevant taxing authority, in which case Taboola will not charge or collect the Taxes covered by such certificate. In the event that any amount payable by Advertiser hereunder is subject to deduction or withholding for taxes, the amount payable by Advertiser hereunder shall be increased such that the amount received by Taboola equals the amount stated on the applicable invoice. Upon written request, Taboola will provide Advertiser with any forms, documents, or certifications as may be required for Advertiser to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

6. **Representations and Warranties:**

a. Each party hereto represents and warrants that it has the full power and authority to enter into this Agreement and to consummate the transaction contemplated herein and that the persons executing this Agreement on each party's behalf have the authority to do so. The parties hereto agree to perform any and all lawful additional acts, including without limitation, execution of additional stipulations, agreements, documents, and instruments, as are reasonably necessary or as reasonably requested by any party hereto at any time to effectuate the intent

of this Agreement, to satisfy the Terms contained herein, or to give full force and effect to this Agreement.

b. Agency represents and warrants that it has the authority as Advertiser's agent to bind Advertiser to this Agreement, and that all of Agency's actions related to this Agreement are within the scope of such agency.

c. Advertiser represents and warrants that (i) it has all necessary rights, licenses, and clearances to enter into this Agreement, to grant the rights granted herein, and to use the Advertiser Content as specified herein, including, without limitation, the Intellectual Property Rights therein; (ii) its Advertiser Content and the content on the designated landing pages will not infringe upon the rights of any third party; (iii) the only action available to a Visitor directed to Advertiser's designated landing page is the Action; (iv) that its reporting of the Actions is true and correct; (v) it will comply with and ensure that its Advertiser Content and the content on the designated landing pages shall contain all disclosures required by the Federal Trade Commission's ("FTC") rules, regulations, guidelines, and other industry standards and practices; (vi) its Advertiser Content and the content on the designated landing pages will comply with Taboola's Advertising Policies, which may be updated from time to time; (vii) it will comply with all applicable laws and regulations in its use of the Service, and including but not limited to economic sanctions and export control laws and regulations of the United States and, as applicable, other jurisdictions; (viii) to the extent that Advertiser utilizes Data Segments, Advertiser will comply with Taboola's Advertiser Data Use Policy; (ix) to the extent that Advertiser sends data to Taboola for audience suppression or targeting purposes or to build custom look-a-like audiences for Advertiser, Advertiser's collection of and instructions on how to use such data will comply with all applicable laws (including, if applicable, the Fair Lending Act), Taboola's Advertiser Data Use Policy, and disclosures made to Visitors; (x) it is not subject to nor owned or controlled by any person that is subject to sanctions or export control restrictions imposed pursuant to U.S. law or the laws of any other jurisdiction applicable to the performance of this Agreement; and (xi) it will not take any action that could result in economic sanctions or other trade control restrictions or penalties being imposed on Taboola. In addition, Advertiser represents that all of the business and payment information provided by it to Taboola is true, correct, and accurate and that Advertiser is a valid business entity or individual and not a fictitious or nonexistent entity or individual. If Advertiser is a "doing business as" entity, Advertiser agrees that the business entity doing business as Advertiser under this Agreement shall be liable for all of Advertiser's obligations hereunder and that the person executing this Agreement on behalf of Advertiser agrees to be personally bound to the terms of this paragraph and personally liable for any breach thereof.

d. Taboola represents and warrants that it possesses all of the rights and authority necessary for it to enter into this Agreement and to grant the rights granted herein. THE FOREGOING REPRESENTATIONS AND WARRANTIES ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES MADE BY TABOOLA. TABOOLA PROVIDES THE SERVICE "AS IS" INCLUDING ANY DATA SEGMENTS OR AD PLACEMENT THAT COMPRISES THE SERVICE. 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, OR, AS TO ANY DATA SEGMENTS PROVIDED, ACCURACY, (INCLUDING GEO-LOCATION TARGETING), COMPLETENESS, OR CORRECTNESS.

7. **Content and Data Ownership:**

a. **Ownership of Content:** As between the parties, Taboola owns all Intellectual Property Rights in the Platform as well as the data that it collects, along with all technology, data, designs and know-how used to deploy it, and Advertiser owns all Intellectual

Property Rights in the Advertiser Content and the content displayed on the designated landing pages. Advertiser is not required to provide any feedback or suggestions to Taboola regarding the Service. To the extent Advertiser does provide any such feedback or suggestions for improvement, Advertiser 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 in connection with the Service without restriction.

- b. **Ownership of Data:** Each party shall own all right, title and interest in and to all data (including all passively-collected or machine-readable data, such as data based on browser type and device identifiers) that is collected on or through such party's servers or networks (as to each, "Collected Data"), and such ownership rights include (as to each party) the right to sublicense its respective Collected Data and to create derivative works or modeled data sets and analytics from such Collected Data. In the case of Taboola, Taboola's Collected Data shall include, without limitation: information collected from Visitors when interacting with Advertiser Content. The foregoing shall further include any reports created, compiled, analyzed, or derived by a party with respect to such data. Taboola's data collection practices are reflected in its privacy policy, which Taboola recommends that Advertiser review from time to time.
- c. **Data Restrictions:** Notwithstanding the foregoing ownership provisions, Taboola agrees to not disclose any Campaign-related data to any third party (except for the owners of the Taboola Properties for reporting and analytic purposes) for any commercial purpose on a non-aggregated basis (i.e., in a way that refers specifically to Advertiser, the Campaign, or any Advertiser brand). Further, notwithstanding the foregoing ownership provisions, if Advertiser is using audience targeting, data marketplace audiences, or look-a-like targeting, Advertiser shall not use its Collected Data to reverse engineer, build or rebuild any audiences based on audiences or Data Segments that are made available to Advertiser by Taboola provided that Advertiser may use the Collected Data for purposes of Campaign attribution and analytics, and/or performance metrics.

## 8. Data Protection:

- a. **Definitions:** In this Paragraph 8, the following definitions shall apply: (i) "**Controller**" means an entity that determines the purposes and means of the processing of Personal Data; (ii) "**Processor**" means an entity which processes Personal Data on behalf of the Controller; (iii) "**Personal Data**" means any information that relates to an identified or identifiable individual (and such term shall include, where required by Applicable Data Protection Law, unique browser or device identifiers); (iv) "**Applicable Data Protection Laws**" means any and all applicable federal, national, state, or other privacy and data protection laws (including, where applicable, EU Data Protection Law and CCPA) as may be amended or superseded from time to time; and (v) "**EU Data Protection Law**" means (aa) the EU General Data Protection Regulation (Regulation 2016/679); (bb) the EU e-Privacy Directive (Directive 2002/58/EC); and (cc) any national data protection laws made under or pursuant to (aa) or (bb); (vi) "**California Privacy Law**" means California Consumer Privacy Act of 2018, Cal. Civil Code § 1798.100 et seq. (also, "**CCPA**"); (vii) "**Collected Data**" means the data each party collects on or through their servers or networks (including all passively collected or machine-readable data, such as data based on browser type and device identifiers).
- b. **Application of Data Protection Law:** The parties acknowledge that some or all of the Collected Data (as defined in Paragraph 7(b)) may qualify as, or include, Personal Data and that Applicable Data Protection Laws may apply to the processing of the Collected Data. Where this is the case, each party shall comply with such Applicable Data Protection Laws with respect to its processing of the Collected Data.
- c. **Relationship of the Parties:** To the extent that the Collected Data qualifies as, or contains, Personal Data under Applicable Data Protection Laws, each party shall process the Collected

Data it collects as a Controller. Each party shall be individually responsible for its own compliance with Applicable Data Protection Laws, including for providing any transparency and obtaining any consents for the processing of Collected Data that may be required under Applicable Data Protection Laws. With respect to the data passed by Taboola to Advertiser, to the extent that data qualifies, or contains, Personal Data on a Visitor under Applicable Data Protection Laws, Advertiser shall process that Personal Data as a Processor, strictly in accordance with the documented instructions received from Taboola except where otherwise required by any EU (or any EU Member State) law applicable to Advertiser, and shall delete such Personal Data within thirty (30) days of the last sync with that Visitor.

- i. **California Privacy Law:** To the extent that the Taboola Pixel collects Personal Data about a Visitor residing in or utilizing a digital identifier from the State of California ("**California Visitor**"), Taboola shall act as Advertiser's Service Provider (as defined under the CCPA) and use that Personal Data solely to provide the Service to the Advertiser. Taboola shall not sell (as defined under the CCPA) Personal Data or otherwise disclose Personal Data for a commercial purpose.
- d. **Purpose Limitation:** Each party agrees that it shall process the Collected Data that it collects only for the purposes permitted by this Agreement (as described in Paragraph 7) and Applicable Data Protection Law. In no event shall Advertiser process Personal Data passed to Advertiser by Taboola for its own purposes or those of any third party. Any data passed to Advertiser by Taboola or collected by Advertiser on behalf of Taboola must be deleted within thirty (30) days of the last sync with that Visitor.
- e. **Security:** Each party shall implement appropriate technical and organizational measures to protect the Collected Data and any Personal Data passed to it by the other party from (i) accidental or unlawful destruction and (ii) loss, alteration, unauthorized disclosure of, or access to the Collected Data or passed Personal Data.
- f. **International Transfers:** Where EU Data Protection Law applies, neither party shall process its Collected Data (nor permit its Collected Data to be processed) in a territory outside of the European Economic Area ("**EEA**") unless it has taken such measures as are necessary to ensure the transfer is in compliance with EU Data Protection Law. Such measures may include (without limitation) transferring its Collected Data to a recipient in a country that the European Commission has decided provides adequate protection for Personal Data, to a recipient that has achieved binding corporate rules authorization in accordance with EU Data Protection Law or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.
- g. **Attribution Partners:** If Taboola, at Advertiser's request, passes Personal Data to Advertiser's attribution partner or to Advertiser for attribution purposes, Advertiser represents and warrants that: (i) its attribution partner is a Processor on Advertiser's behalf; (ii) unless otherwise collected independently, Advertiser and attribution partner will use such Personal Data solely for attribution purposes; and (iii) attribution partner and Advertiser will delete all passed Personal Data within thirty (30) days of last identifying the Visitor as coming from Taboola.

## 9. Indemnification:

- a. Except for that which Advertiser indemnifies Taboola, Taboola shall indemnify, defend, save, and hold harmless Advertiser 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 or (ii) a

claim that the Platform violates a third party trademark, trade secret, copyright, or privacy right, except to the extent that such claim arises out of the combination of the Platform with Advertiser Content or the content on Advertiser's landing page.

- b. Advertiser shall indemnify, defend, save, and hold harmless Taboola, the owners of the Taboola Properties, and its and their parents, 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) Advertiser's breach or alleged breach of any of Advertiser's representations, warranties, or agreements; (ii) a claim that Advertiser Content or content on the designated landing page infringes upon, violates, or misappropriates any third party Intellectual Property Rights, slanders, defames, or libels any person or entity, or does not comply with any applicable law or regulation; (iii) Advertiser's failure to secure all rights, title, and interest necessary to display the Advertiser Content via the Platform; and (iv) an allegation that Advertiser, Advertiser's Content, content on the designated landing page, or products or goods being advertised in the Advertiser Content violate any applicable law or regulation.
- c. Agency will defend, indemnify, and hold harmless Taboola, the owners of the Taboola Properties, and its and their parents, subsidiaries, and affiliates, and its and their representatives, officers, directors, agents, and employees, from Losses resulting from (i) Agency's alleged breach of its covenants, representations, or warranties set forth herein, or (ii) claims brought by a third party alleging that Agency has breached its express, Agency-specific obligations.
- d. The parties agree that in seeking any indemnification hereunder, the party seeking indemnification (the "Claimant") shall (i) promptly notify the other party (the "Indemnifying Party") in writing of the claim triggering the indemnification being sought; (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. The Claimant will provide the Indemnifying Party with prompt notice of any claim (provided that the failure to promptly notify shall only relieve Indemnifying Party of its obligation to the extent it can demonstrate material prejudice from such failure) and, at the Indemnifying Party's expense, provide assistance reasonably necessary to defend such 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, which consent shall not be unreasonably withheld or delayed. In addition, any legal counsel sought to be appointed to defend the indemnified claim(s) shall be subject to the prior written consent of the Claimant, such consent not to be unreasonably withheld or delayed.
10. **Limitation of Liability:** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL TABOOLA BE LIABLE TO ADVERTISER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES. TABOOLA'S TOTAL LIABILITY TO ADVERTISER UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID OR ACCRUED BY ADVERTISER TO TABOOLA UNDER THIS AGREEMENT DURING THE SIX (6) MONTHS PRIOR TO THE DATE OF THE INITIAL EVENT GIVING RISE TO THE LIABILITY.
11. **Confidentiality:** Each party shall disclose Confidential Information (as defined below) only to those of its representatives, officers, directors, agents, professional advisors, on-site contractors, and employees, and those of its parents, subsidiaries, and affiliates, who (i) are bound by written restrictions on use and disclosure and other confidentiality protections and (ii) the party believes have a need to know such information as required for the performance of this Agreement or to enforce the terms of this Agreement. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party (a) to enforce the terms of this Agreement or (b) pursuant to a court order from a court of competent jurisdiction or subpoena, provided that the party required to make such a disclosure gives reasonable prior written notice to the other party so that it may contest such order or subpoena and, in the event that disclosure is required, only discloses the portion of Confidential Information that is legally required; (c) pursuant to a regulatory investigation or enforcement; or (d) 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 Advertiser's contact information in response to any claim that Advertiser Content or content on Advertiser's landing page infringes upon, violates, or misappropriates any third party Intellectual Property Rights. "Confidential Information" consists of (a) any technical information or plans concerning the Platform or any software or other technology of Taboola; (b) any financial information of the other party; (c) other information disclosed by one party to the other 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: (a) is or becomes generally known to the public through no fault of or breach of the receiving party; (b) is rightfully known by the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; or (d) is obtained by the receiving party rightfully from a third party that has no duty of confidentiality to the disclosing party.
12. **Availability of the Service:** Taboola makes no representations regarding the availability of the Service and Advertiser acknowledges and agrees that the Service may be unavailable from time to time due to (i) equipment, software, or service malfunctions; (ii) maintenance and update procedures or repairs; or (iii) causes beyond the control of Taboola or its affiliates, including, without limitation, interruption or failure of telecommunication or digital transmission links, the unavailability, operation, or inaccessibility of websites or interfaces, network congestion, or other failures, and that Taboola shall not be liable for any unavailability caused by any of the foregoing. In addition, Advertiser acknowledges and agrees that Taboola and its affiliates have no responsibility or liability with respect to the operation of the Taboola Properties.
13. **Termination/Suspension:** Advertiser or Taboola may terminate this Agreement (a) for convenience on seven (7) days' written notice at any time or (b) immediately in the event that the other party fails to remedy a material breach of this Agreement within forty-eight (48) hours of its receipt of written notice thereof. In addition, Taboola may terminate this Agreement immediately, without notice, in the event that Advertiser fails to comply with Taboola's Advertising Policies. Advertiser may terminate any Campaign on twenty-four (24) hours' written notice. Taboola may terminate or suspend Advertiser's access to or use of the Service or terminate this Agreement at any time if: (a) in the sole discretion of Taboola, such action is necessary to prevent errors or harm to any system or network, or to limit Taboola's or its affiliates' liability; or (b) Advertiser attempts to access or use the Service in an unauthorized manner, including, without limitation, any attempt to gain access to the accounts of other Taboola customers or use the Service in a way that infringes upon Taboola's, its affiliates' or a third party's Intellectual Property Rights, or the use of automated systems or software to extract data from the Sites for commercial purposes (also known as screen scraping), unless where Advertiser has a written agreement with Taboola particularly to this extent.
14. **Choice of Law:** This Agreement shall 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 shall 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 and waive any right to object to venue in, or to seek a transfer from, such court. The parties hereto each expressly agree not to commence or maintain any action in any other court or forum in any way relating to or arising out of this Agreement. Notwithstanding the foregoing, in the event of Advertiser's default of its obligations in Paragraph 4 above, Taboola shall have the right, if it so chooses, to commence an action against Advertiser for such default in the appropriate court in the venue and jurisdiction in which Advertiser resides or maintains assets.

15. **Successors and Assigns:** This Agreement, including the rights and obligations of each party hereunder, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, acquirers, successors, and assigns. This Agreement and any rights or obligations hereunder shall not be assigned or delegated without the prior written consent of the other party and shall not be unreasonably withheld or delayed, except that, either party may assign this Agreement to another member of its corporate group, or to an acquirer of all or substantially all of such party's assets, whether by merger, operation of law or otherwise, without the other party's prior written consent, so long as the acquirer agrees in writing to pay in full any outstanding balance Advertiser owes to Taboola under this Agreement.
16. **Force Majeure:** Neither Advertiser nor Taboola will be liable for delay or default in the performance of its respective obligations under this Agreement if such delay or default is caused by conditions beyond its reasonable control, including, but not limited to, fire, flood, accident, earthquakes, telecommunications line failures, electrical outages, network failures, acts of God, or labor disputes. If Advertiser's ability to transfer funds to third parties has been materially adversely affected by an event beyond Advertiser's reasonable control, including, but not limited to, failure of banking clearing systems or a state of emergency, then Advertiser will make every reasonable effort to make payments on a timely basis to Taboola, but any delays caused by such condition will be excused for the duration of such condition. Subject to the foregoing, such excuse for delay will not in any way relieve Advertiser from any of its obligations as to the amount of money that would have been due and paid without such condition.
17. **Miscellaneous:** This Agreement constitutes the complete and exclusive understanding and agreement between the parties regarding the subject matter herein and supersedes any and all prior

or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or any other relationship between Advertiser and Taboola. Advertiser will not represent itself to be a partner, employee, representative, or agent of Taboola. Advertiser will have no authority to enter into any agreement on Taboola's behalf or in Taboola's name or otherwise bind Taboola to any agreement or obligation. The failure of either party to enforce strict performance by the other party of any provision in this Agreement or to exercise any right under this Agreement shall not be construed as a waiver of that party's right to do so at any later point. Except as set forth in Paragraph 6.c with respect to Taboola updating its Advertising Policies from time to time, any waiver, modification or amendment to any provision in this Agreement will be effective only if in writing and signed by a duly authorized representative of each party. Preprinted terms in Advertiser purchase orders or other customer-generated ordering documents, or terms referenced or linked within them, will have no effect on this Agreement and are hereby rejected, regardless of whether they are signed by Taboola and/or purport to take precedence over this Agreement. In the event that any provision in this Agreement, including its Terms, as applied to any party or to any circumstance, shall be adjudged by a court of competent jurisdiction to be void, unenforceable or inoperative as a matter of law, then the same shall in no way affect any other provision in this Insertion Order, including its Terms, the application of such provision in any other circumstance or with respect to any other party, or the validity or enforceability of this Agreement as a whole. Paragraphs 7, 8-11, 14-15, and 17 of these Terms shall survive termination of this Agreement. Electronic signatures on this Agreement shall be as effective and enforceable as originals. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.