



TERMS AND CONDITIONS TO DIGITAL ADVERTISING INSERTION ORDER TABOOLA INC.

These Digital Advertising Insertion Order Terms and Conditions ("Terms") set forth the terms and conditions under which: (a) Taboola shall include Advertiser's content ("Advertiser Content") among the content that Taboola recommends ("Recommendations") via Taboola's content recommendation distribution software or code (the "Widget") to visitors to websites operated by third parties with which Taboola or its affiliates has a contractual relationship ("Taboola Publisher Websites"), and (b) Advertiser shall compensate Taboola for each Click (as defined below) on Recommendations in order to view the Advertiser Content. Taboola's distribution of the Advertiser Content shall be referred to herein as the "Service." This Terms shall govern the relationship between Advertiser and Taboola for any additional orders or additional campaigns authorized by Advertiser to run on the Taboola Network, via email, Taboola's "Backstage" analytics platform ("Backstage Platform") or otherwise and when incorporated into an insertion order represents the parties' common understanding for doing business. All references to "Agency" herein shall only be applicable to the extent that Advertiser is acting through an agent.

- Grant of Rights:** Advertiser or Agency as agent for Advertiser grants Taboola a limited, revocable, non-exclusive, royalty-free right and license to (a) access, index and otherwise use the Advertiser Content in order to provide Recommendations on Taboola Publisher Websites with respect to Advertiser Content until such time that the amount due to Taboola for Clicks reaches the Campaign Budget set forth the applicable Insertion Order or in Backstage and (b) use Advertiser's name, logo, trademarks and any other proprietary content provided and approved for use by Advertiser, solely in connection with the making of Recommendations to Advertiser Content and for Taboola's own marketing purposes in referring to Advertiser as a client, and subject to Advertiser's standard trademark and content usage guidelines and quality review as provided to Taboola. Advertiser or Agency on behalf of Advertiser further grants Taboola the right to write a case study regarding Advertiser's use of the Taboola content recommendation service. The grant of the foregoing licenses does not confer on Taboola or any other party any other "Intellectual Property Rights" with respect to Advertiser's intellectual property. ("Intellectual Property Rights" means all forms of 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).

Taboola grants Agency and Advertiser the right to access the Taboola Backstage Platform solely for purposes of managing Advertiser's Campaign and reviewing the analytics associated with Advertiser's Campaign. Nothing herein shall be deemed as conferring any rights to Agency or Advertiser with respect to any of Taboola's Intellectual Property Rights, including, without limitation, its rights in and to the Widget and Taboola Backstage. Advertiser understand and agrees that if Taboola creates any custom content for Advertiser or sources images or content on behalf of Advertiser (collectively, "Custom Content"), Advertiser is responsible for obtaining all releases, reviewing any terms of use, privacy policy or other terms governing its use of Custom Content. Taboola makes no representations and warranties with respect to the Custom Content and Advertiser use of Custom Content is at its own risk. For clarity, Taboola disclaims any and all responsibility or liability for any harm resulting from Advertiser's use of Custom Content and Advertiser hereby irrevocably waives any claim against Taboola with respect to Custom Content.

- Advertiser's Content:** Taboola reserves the right within its discretion to reject or remove from any Taboola Publisher Website any Advertiser Content, software code associated with the Advertiser Content (e.g. pixels, tags, JavaScript), or website to which the Advertiser Content is linked, that does not comply with Taboola's Advertising Content Guidelines, located at <https://www.taboola.com/advertiser-help-center/advertiser-content-guidelines>, or, in Taboola's sole reasonable judgment, with any applicable law, regulation, or other judicial or administrative order or may tend to bring, disparagement, ridicule, or scorn upon Taboola. Taboola will use all Advertiser Content in compliance with these terms and conditions. Taboola agrees to use commercially reasonable efforts to promptly remove, or cause to be removed, any Advertiser Content from any Taboola Publisher Website that Advertiser deems objectionable, upon receipt of written notice from Advertiser.
- Campaign Details:** Agency or Advertiser may change the Campaign Information (e.g., Campaign Budget, Campaign Dates) set forth in any Insertion Order, for a particular month, a portion of a month or on a going-forward basis, at any time by either (i) sending Taboola representative who has been designated as the campaign manager for Advertiser's account ("Taboola Campaign Manager") an email confirming the change and the period during which it shall be in effect or (ii) using the Campaign Management dashboard in Taboola Backstage. If Advertiser relies on its designated Taboola Campaign Manager to revise its Campaign Details, it will only be revised upon Advertiser's receipt of a confirmation email by Taboola's Campaign Manager. Advertiser acknowledges and agrees that Taboola (i) does not guarantee how often it will recommend any Advertiser Content or that the number of Clicks during any period will fully exhaust Advertiser's Target Spend for that period and (ii) reserves the right to pause a campaign or cap the Target Spend in any given Campaign Month in its sole discretion. For purposes of clarity, the Campaign Budget shall be in U.S. Dollars, unless otherwise agreed to between the parties.
- Invoices:** Taboola shall provide Agency with access to its Backstage Platform, which will provide Agency with details regarding the amount of Clicks on Advertiser's Content and the amount due from Advertiser to Taboola (based on the Cost per Click indicated in Section 2 of the applicable Insertion Order or as otherwise modified by Advertiser during the Campaign Month) upon the conclusion of each month that the Insertion Order is in effect (each a "Campaign Month"). Advertiser acknowledges that any analytics provided in Backstage are estimates, and will only be finalized after 14 days of the Campaign Month. Within fourteen (14) days of the end of

Campaign Month within the Insertion Order Term, Taboola shall provide to Advertiser an invoice setting out the payments due for such Campaign Month. Advertiser or Agency shall pay each such invoice within thirty (30) days after the end of the Campaign Month. Any objection to an invoice shall be stated in writing to Taboola within ten (10) days of receipt of invoice, otherwise Advertiser waives such objections and such invoice will be deemed final, not subject to dispute and accepted by Advertiser. 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. 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 will immediately pay all such amounts to Taboola. Further, if Agency or Advertiser fails to make any payment as set forth herein, Advertiser will pay all reasonable expenses (including attorneys' fees) incurred by Taboola in collecting such payments. Taboola, in its sole discretion, may require a campaign prepayment from Advertiser before distributing Advertiser's content until such time as Advertiser has established a credit history with Taboola. In the event that Advertiser has made a campaign prepayment and Taboola discovers that Advertiser has been using non-standard URL redirects to surreptitiously redirect Visitors to landing pages that (1) do not match the landing page that Taboola approved for distribution and (2) are not otherwise in compliance with Taboola's Advertising Content Guidelines as a result of "cloaking" or other techniques that hide the true destination landing page that a user is directed to from Advertiser's URLs, Taboola shall be entitled to retain any campaign prepayments made and will not refund any such funds. In addition, Taboola reserves the right to require immediate payment of any outstanding amounts due if the amount due to Taboola exceeds \$50,000 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. In addition to any other rights or remedies Taboola may have, failure to pay any invoices as set forth herein may result in Taboola cancelling or pausing Advertiser's campaign(s). For purposes of clarity, all payments shall be made in U.S. Dollars, unless otherwise agreed to between the parties.

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 ("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 and 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 Advertisers 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. **Reporting:** A "Click" will be considered to have occurred whenever a website visitor clicks on a Recommendation in order to view Advertiser Content. Clicks shall be measured and reported to Advertiser on the basis of the Click data captured in Taboola's tracking logs, which are available to Advertiser anytime on Backstage. Taboola's measurements are the definitive measurements under the Agreement and will be used to calculate the amounts due to Taboola hereunder. For purposes of clarity, the Cost per Click shall be in U.S. Dollars unless otherwise agreed to between the parties. Advertiser shall have the option to manage its own Click data on Backstage using Taboola's "Self-Service" feature. Advertiser understands and agrees that Advertiser is responsible for its own actions with respect to the Campaign if Advertiser chooses to use Taboola's Campaign Management features in Backstage. Taboola will not review Advertiser's activity and Taboola is not responsible or liable for any mistakes made by Advertiser in the managing of its own Campaign. Taboola reserves the right to restrict Advertiser's ability to edit Campaign Details in Backstage for any reason or no reason.
7. **Agency Representations and Warranties:** Agency represents and warrants that it has the authority as Advertiser's agent to bind Advertiser to these Terms and each insertion order, and that all of Agency's actions related to these Terms and each insertion order will be within the scope of such agency.
8. **Advertiser Representations and Warranties:** Advertiser represents and warrant that 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 and subject to these terms and conditions, including, without limitation, the intellectual property rights therein. Advertiser further represents and warrants that it will comply with Taboola's Advertising Content Guidelines.
9. **Taboola Representations and Warranties:** 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 ITS RECOMMENDATIONS SERVICE "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.
10. **Ownership:** As between the parties, Taboola owns all Intellectual Property Rights in the Widget and Advertiser owns all Intellectual Property Rights in the Advertiser Content.
11. **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) ("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 7, or (ii) a claim that the Widget violates a third party trademark, trade secret, copyright or privacy right, except to the extent that such claim arises out of the combination of Taboola's widget with Advertiser Content.

- b. Advertiser shall indemnify, defend, save and hold harmless Taboola, the owners of the Taboola Publisher Websites and its and their parents, subsidiaries, affiliates, representatives, officers, directors, agents, affiliates, and employees, from and against all Losses resulting from, arising out, of or related to (i) Agency's or Advertiser's breach or alleged breach of any of Advertiser's representations, warranties or agreements, (ii) a claim that the Advertiser Content infringes upon, violates, or misappropriates any third party Intellectual Property Rights, or slander, defame, or libel any person, or do 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 Widget; and (iv) an allegation that Advertiser or Advertiser's Content, 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 Publisher Websites and its and their parents, subsidiaries, affiliates, representatives, officers, directors, agents, affiliates, and employees, from Losses resulting from (i) Agency's alleged breach of its representations and 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 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.
12. **Limitation of Liability:** TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL 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.
13. **Confidentiality:** Neither party will use or disclose to any third party the other party's Confidential Information except as necessary 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 pursuant to a court order from a court of competent jurisdiction, 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 and in the event that disclosure is required, only discloses the portion of Confidential Information that its legal counsel advises is legally required. "Confidential Information" consists of (a) any technical information or plans concerning the Widget 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 who/that has no duty of confidentiality to the disclosing party.
14. **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 any third party publisher sites within the network. Advertiser is not required to provide any feedback or suggestions to Taboola. To the extent Advertiser does provide any such feedback or suggestions, 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 without restriction.
15. **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 in the event that Advertiser fails to comply with Taboola's Advertising Content Guidelines. Taboola may terminate or suspend Advertiser's access to or use of the Service and/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 Taboola's, its affiliates' or a third party's Intellectual Property Rights.

16. **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.
17. **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, the 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, either party may assign the Agreement 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.
18. **Taboola's Provision of Services:** Advertiser acknowledges that Taboola's parent company, Taboola.com Ltd., owns all intellectual property rights in and to the Service and any related technology and that Taboola is just a licensor and distributor of the Service and any related Technology. Accordingly, Advertiser understands and agrees that Advertiser's content will be distributed pursuant to the Services and any related technology licensed by Taboola.com Ltd. to Taboola and that certain other backend services will be performed by Taboola.com Ltd., on behalf of Taboola. Advertiser 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.
19. **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 negatively impacted 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.
20. **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. 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 7-13, 16, and 20 of these terms and conditions shall survive termination of this Agreement. Electronic signatures on this Agreement shall be deemed originals. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.