

Publisher Terms & Conditions

The Insertion Order above, together with these terms (collectively, “Agreement”) sets forth the terms and conditions under which: (a) Publisher shall place code provided by Taboola (or its affiliates) for Taboola’s content distribution platform (the “Widget”) on the websites listed in Section 3 above (the “Website(s)”) and shall permit Taboola to utilize information provided to it by the Widget in order to make recommendations (“Recommendations”) regarding: (i) content owned by or licensed to Publisher, including, without limitation, any content that appears on the Website(s) (collectively, the “Publisher Content”) and (ii) content supplied by third party advertisers or publishers (collectively, “Advertisers”) to Website visitors (“Visitors”); and (b) Taboola shall pay to the Publisher a portion of the compensation that Taboola receives from Advertisers for Visitors clicking on Recommendations in order to view the Advertisers’ content (“Taboola Sponsored Content”). Taboola’s provision of Recommendations to Visitors via the Widget shall be referred to herein as the “Service.”

1. **Grant of Rights:**

(a) Taboola grants Publisher the right during the Term (as defined above) to place the Widget on the Websites as shown in Appendix A (i.e. the “Placements”) and to display Recommendations to Visitors. Publisher agrees that the Widget will be placed on all of the pages of the Websites as approved by Taboola and maintained in the location and in conjunction with the same approved elements throughout the Term. Publisher understands and agrees that it will not launch the Widget unless Taboola has approved in writing the location, display and user interface of the Widget. Publisher further agrees to comply with the Federal Trade Commission’s Disclosure Guidelines by including an attribution to Taboola in a form that has either been provided by Taboola or approved by Taboola (the “Taboola Attribution”). Notwithstanding anything to the contrary herein, Taboola shall have the right to immediately remove the Widget from the Websites and terminate this Agreement if Publisher fails to include the Taboola Attribution.

(b) Publisher grants Taboola the right during the Term (i) to place the Widget (and any associated code and cookies necessary to provide the Service) on the Websites; (ii) to interact with the Widget on the Websites for the purposes of developing and serving Recommendations to Visitors and to track impressions (either directly or through a third party); (iii) to use the Publisher Content in accordance with the terms hereof; and (iv) to use Publisher’s name and logo when referring to Taboola’s customers in Taboola marketing materials. In addition, Publisher agrees that in order to facilitate maintenance and optimization of the Service, Taboola may at any time during the Term conduct tests on how Visitors interact with the Website or Publisher Content and Taboola Sponsored Content.

2. **Acceptable Use Policy:** Publisher agrees that it will not, either by itself or by authorizing or encouraging others to do so, directly or indirectly: (a) use, post or promote the Widget or any Recommendations in association with any material or content which is, or which may reasonably be considered illegal, unlawful or infringing under any applicable laws (including, without limitation, content which infringes a third party copyright (i.e. illegal streaming website)), pornographic, obscene, promotional of illicit drugs and drug paraphernalia, gambling-related (unless legal in the location offered), weapon or ammunition-related (unless legal in the location offered), violent, libelous, defamatory, indecent, seditious, offensive, invasive to privacy, abusive, threatening, harmful, vulgar, possibly capable of inciting racial hatred, 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; (b) engage in any action or practice that disparages or devalues Taboola (or its affiliates), the Widget, Taboola Sponsored Content, or the reliability, reputation or goodwill of any of them; (c) modify, change, edit, amend, truncate, alter, bypass or reorder any aspect of the Widget or Recommendations; (d) take any action that might impede Taboola’s provision of the Service, including, without limitation, the following actions: (i) placing the Widget in an iframe; (ii) altering the appearance of the Widget by placing it in a container or otherwise; (iii) adding Publisher’s own code onto the Widget; (iv) overriding Taboola’s code on the Widget; and/or (v) removing the Widget from certain Website pages; (e) generate clicks on Recommendations, or generate Recommendation Pageviews, that Taboola believes, in its sole discretion, is through any automated, deceptive, fraudulent or other means that is designed to generate clicks or Recommendation Pageviews that are not the willing actions of human end users who possess an independent, genuine desire to engage with the content that appears on the relevant page(s), including but not limited to, through (i) repeated manual clicks, use of robots or other automated tools or computer generated requests, (ii) participation in pay-per-click programs, (iii) redirection of search requests to pages that do not contain content reasonably relevant to the search query, or (iv) the provision of consideration to any third party in exchange for the third party causing any Clicks or Recommendation Pageviews to occur; (f) copy, crawl, index, cache or store any information derived by Taboola, or contained in or concerning a Recommendation; or (g) provide Taboola any personally identifiable information concerning any Visitor or other person (“PII”). Clause (e) of the previous sentence shall be deemed to have been violated (x) if traffic is not converting above a certain threshold as determined by Taboola in its sole discretion or if Publisher’s Website’s result in low post-click performance, or (y) by any Recommendation Pageviews that Taboola determines, in its sole discretion, were the result of transfers or referrals of Visitors to a Website by a third party content distribution service provider and that resulted in a monthly click-through rate that was less than fifty percent (50%) of the click-through rate experienced by the remainder of the Recommendation Pageviews that occurred on the Website during the same month. A “Recommendation Pageview” shall be deemed to have occurred each unique time the Widget is rendered on the Website page as approved by Taboola, as determined by Taboola and reported on Taboola’s analytic dashboard and shall not include any Pageviews that are not human initiated. Notwithstanding anything to the contrary herein, Taboola shall have the right to immediately terminate this Agreement without prior notice to Publisher and to remove the Widget from the Website(s) with no further obligation to Publisher in the event of Publisher’s violation of the foregoing Acceptable Use Policy.

3. **Compensation:** Publisher’s sole compensation for its grants of rights and other undertakings under this Agreement shall be to receive, with respect to each month of the Term, provided that it is not in breach of the Agreement, the Compensation set forth in Section 4. It is understood and agreed that Publisher shall not be entitled to payment of Compensation for placements of the Widget not pre-approved by Taboola or Recommendation Pageviews or clicks generated in violation of subparagraph (e) of Taboola’s Acceptable Use Policy. All payments shall be remitted to Publisher 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 has registered with Taboola’s payment services company, Payoneer. Notwithstanding anything to the contrary herein, Publisher agrees that Taboola may, without prejudice to any other rights it may have, set off any liability owed by Publisher to Taboola under this Agreement or any other agreement against any liability of Taboola to Publisher.

4. **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 hereunder is exclusive of all national, state or local sales or use taxes, or value added taxes.

5. **Compensation Definitions:** *Adjusted Gross Revenue:* shall consist of all advertising fees paid by Advertisers to Taboola for placement of advertising on the Website(s), net of any applicable taxes thereon (“Gross Revenue”), minus processing fees of up to ten percent

(10%) of Gross Revenue, which may include, without limitation, the total amount of credit card processing fees, bad debt, operational costs, charge-backs, deductions, reversals, or credits and refunds to Advertisers; *Desktop/Mobile/Tablet/App*: "Desktop" shall mean stationary computing equipment or a hinged portable laptop device (e.g. tower or mini tower case devices, laptops, or notebook computers). "Mobile" shall mean handheld portable computing devices with a screen diagonal measurement up to 6 inches, normally including a phone and/or camera capability (e.g. Apple iPhone or Android phone computing devices). "Tablet" shall mean handheld flat screened, portable, non-hinged devices with a screen diagonal measurement of greater than 6 inches (e.g. iPad, iPad mini, Galaxy tablets, and Microsoft Surface). "Mobile Optimized" shall mean a website page that has been designed differently than Desktop pages for optimal viewing on Mobile devices. "App" shall mean Publisher's iOS, Android or Windows computer program designed to run on Mobile or Tablet devices. The final metric regarding the definitions of Desktop, Mobile, Tablet, and App will be the user agent device ID, recognized and tabulated uniformly by Taboola's Backstage platform for all Taboola clients.

6. **Exclusivity:** Publisher agrees that Taboola will be Publisher's exclusive Service provider during the Term and Publisher agrees that it will not engage any third party, including without limitation, any of Taboola's competitors (e.g., AdBlade, Outbrain, Crowdignite, Gravity, Yahoo! Content Recommendations, Google Content Recommendations, Facebook Content Recommendations, ContentAd, YieldMo, Teads, RevContent, ZergNet, Media.net, Sharethrough, Nativo, Polar and BroadSpring) to make recommendations, or to provide a revenue-generating content recommendation service that is similar to the Service provided by Taboola on any websites owned or operated by Publisher, including, without limitation the Websites. Publisher further agrees that it will not use any services provided by Outbrain (except Publisher shall be permitted to buy traffic from Outbrain), directly or indirectly, at any time during the Term. For clarity, Publisher agrees that any revenue-generating content recommendation services provided by a third party prior to the Effective Date will be replaced by Taboola's Service on or before the Effective Date in any territories where Taboola offers its services. It is understood and agreed that the Publisher shall be deemed to be in breach of the foregoing exclusivity clause should it keep the Service on the Websites but divert all of its traffic to a new website. Publisher acknowledges that the restrictions set forth in this paragraph 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, Publisher agrees that, 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. Publisher further agrees that in the event of a breach of the foregoing exclusivity clause, Publisher shall pay to Taboola, as liquidated damages and not a penalty, an amount equal to: (i) Taboola's monthly adjusted gross revenue realized from Publisher for the Websites to which the breach applied for the immediately preceding three (3) months (or less if the breach occurred earlier than three months into the Term) times (ii) the number of months remaining in the then-current Term, it being agreed that actual damages in each such circumstance will be uncertain and difficult to measure, and that the amount provided is a reasonable measure.

7. **Representations and Warranties:**

(a) Publisher represents and warrants that (i) it either owns and operates the Websites or has the full right and authority to grant the rights granted hereunder, (ii) the Publisher Content is either owned by Publisher or properly licensed, (iii) the Website(s), Publisher Content and Taboola's use of the Website(s) or Publisher Content will not infringe upon the rights of any third party; (iv) it will comply with Taboola's Acceptable Use and Privacy Policies; and (v) it will comply with all applicable laws in its performance of this Agreement (including, without limitation, posting a privacy policy and where applicable, posting and obtaining consent to a cookie policy).

(b) Taboola represents and warrants that the Widget will be provided in accordance with the terms set forth herein. THE FOREGOING REPRESENTATIONS AND WARRANTIES ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES MADE BY TABOOLA. TABOOLA PROVIDES THE 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.

8. **Ownership:** As between the parties, Taboola owns all rights in and to the Widget, Service and Taboola's Confidential Information and Publisher owns all in and to the Website(s), Publisher Content and Publisher's Confidential Information. Publisher is not required to provide any feedback or suggestions to Taboola. To the extent Publisher does provide any such feedback or suggestions, Publisher 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.

9. **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 and Taboola. Publisher will not represent itself to be a partner, employee, representative, or agent of Taboola. Publisher 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.

10. **Indemnification:**

(a) Except for that which Publisher indemnifies Taboola, Taboola shall indemnify, defend, save and hold harmless Publisher 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, "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(b), 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 the Widget with Publisher Content.

(b) Publisher 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's breach or alleged breach of any of Publisher's representations, warranties or agreements herein, or (ii) a claim that the Websites or any of its content or the Publisher Content violates a third party trademark, trade secret, copyright, patent or privacy right.

(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.

11. **Limitation of Liability:** IN NO EVENT SHALL (A) TABOOLA BE LIABLE TO PUBLISHER FOR ANY LOST PROFITS OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES; OR (B) TABOOLA'S CUMULATIVE LIABILITY HEREUNDER EXCEED THE ACTUAL AMOUNTS PAID BY TABOOLA TO PUBLISHER IN THE SIX-MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY. IN ADDITION, TABOOLA MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING TABOOLA NEWSROOM AND DISCLAIMS ALL LIABILITY WITH RESPECT TO PUBLISHER'S USE OF TABOOLA NEWSROOM.

12. **Confidentiality:** Neither party will use or disclose to any third party the other party's Confidential Information (as defined below) except as necessary for the performance 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 Service, Widget or any software or other technology of Taboola or the Websites; (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: (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 obtained by the receiving party rightfully from a third party who/that has no duty of Confidentiality to the disclosing party.

13. **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.

14. **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, provided that such successor is bound to the terms herein. For clarity, in the event that Publisher splits or sells parts or all of its business, this Agreement will be binding on any such purchaser/new entity that owns the Website(s) and will remain in full force and effect with respect to the Website(s) for the length of the Term, regardless of who owns such Website(s).

15. **Taboola's Provision of Services:** Publisher acknowledges that Taboola's parent company, Taboola.Com Ltd., owns all intellectual property rights in and to the Widget and Service and that Taboola is just an authorized licensor and distributor of the Widget and Service. Accordingly, Publisher understands and agrees that Taboola.Com Ltd. will provide the Widget to Taboola for purposes of licensing and distribution by Taboola in the provision of its Service, and will perform certain other backend services on behalf of Taboola. Publisher 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.

16. **Publicity:** Subject to Publisher's prior review and approval (which shall not be unreasonably withheld or delayed), Taboola shall have the right to issue a press release announcing its relationship with Publisher within thirty (30) days of the Effective Date.

17. **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 or restriction by any governments or other legal authority which affects this Agreement and which 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, war, terrorism, riot, or acts of God.

18. **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, 8, 10-13 and 18 of these Terms and Conditions shall survive the termination of this Agreement. 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. Electronic signatures on this Agreement shall be deemed originals.