



STANDARD TERMS AND CONDITIONS FOR TABOOLA VIDEO INVENTORY

1. **Grant of Rights:**
 - A. Taboola grants Publisher the right during the Term (as defined below) to serve the Video Player on the Websites in accordance with the Service details as set forth in each Insertion Order (each a "Placement" and collectively the "Placements") and to display the Video Player to Visitors. Publisher agrees that the Video Player will be placed on all pages and all traffic of the Websites and maintained in the ad position, as set forth in the applicable Insertion Order, throughout the Term unless otherwise agreed in writing between the parties. Publisher agrees that it shall not implement the Video Player or any Taboola tags on any page that auto refreshes (i.e., pageview is not human-initiated); any Video Impressions (as defined below) on such pages shall be deemed fraudulent and ineligible for compensation by Taboola.
 - B. Publisher grants Taboola the right during the Term to (1) serve the Video Player (and any associated code and cookies necessary to provide the Service) on the Websites and to serve the Video Player in its discretion; (2) purchase programmatic demand on its behalf in order to provide the Services; and (3) 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 Video Player, Website, or Video Advertisements.
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 Video Player in association with any material or content on Publisher's Websites which is or which may reasonably be considered illegal, unlawful, or infringing under any applicable laws (including, without limitation, Website 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, seditious, offensive, fake or deceptive, libelous, defamatory, indecent, 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 Video Player, Taboola Sourced Advertisements, or the reliability, reputation, or goodwill of any of them; (c) modify, change, edit, amend, truncate, alter, bypass, or reorder any aspect of the Video Player; (d) generate Video Impressions, that Taboola believes, in its sole discretion, are through any automated, deceptive, fraudulent, or other means that are designed to generate Video Impressions 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 Website page(s), including but not limited to, through (i) use of robots or other automated tools or computer generated requests, (ii) redirection of search requests to pages that do not contain content reasonably relevant to the search query, or (iii) the provision of consideration to any third party in exchange for the third party Video Impressions to occur; (e) copy, crawl, index, cache, or store any information derived by Taboola; or (f) provide Taboola any personally identifiable information concerning any Visitor or other person ("PII"). A "Video Impression" shall be deemed to have occurred each unique time the Video Player serves a Video Advertisement as determined by Taboola and reported on Taboola's analytic dashboard and shall not include any impressions that are not human-initiated. Notwithstanding anything to the contrary herein, Taboola shall have the right to immediately and without prior notice to Publisher remove the Video Player from the Website(s) in the event of Publisher's violation of the foregoing Acceptable Use Policy and to terminate this Agreement if such violation is not cured (if capable of being cured) within five (5) days of its receipt of written notice thereof (email shall be sufficient).
3. **Term and Termination:** The term of this Agreement (as defined below) will commence upon the Effective Date and will, unless terminated as set forth herein, continue for a period of twelve (12) months from the Effective Date (the "Initial Term"). At the end of the Initial Term, the term of this Agreement will automatically renew for additional, successive twelve (12) month periods (each, a "Renewal Term" and the Initial Term and all Renewal Terms, collectively the "Term"), unless one party notifies the other in writing of its intention not to renew at least thirty (30) days prior to the end of the then-current Term. Publisher or Taboola may terminate this Agreement immediately in the event that the other party fails to cure a material breach of this Agreement that is capable of being cured within five (5) days of its receipt of written notice thereof (email shall be sufficient).
4. **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 this Agreement, the compensation set forth in each applicable Insertion Order. Invoices shall be based off of Taboola's reported delivery results. It is understood and agreed that Publisher shall not be entitled to payment of compensation (i) if Publisher's advertisement quality cannot be verified by Taboola, (ii) for any Placements set forth in the Insertion Order that have not passed placement identification, (iii) for any Placement referral URLs that are not transparent (i.e., unmasked), (iv) for any Safari browser traffic, or (v) for any Video Impressions generated in violation of subparagraph (d) of Taboola's Acceptable Use Policy. For the avoidance of doubt, full Placement URL referrer transparency must be included in each Insertion Order and Taboola shall only compensate Publisher for inventory on the Placements listed in the applicable Insertion Order. 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. Taboola agrees that Publisher, at Publisher's expense, shall have the right to audit Taboola's delivery system, invoices, and payments to verify Taboola's compliance with the obligations contained in this Agreement. Such audits shall be conducted by an independent third party, upon providing Taboola with no less than thirty (30) days' notice, and shall take place no more frequently than once per any consecutive twelve (12) month period, and shall be conducted during regular business hours at Taboola's business location and in such a manner as to not unreasonably interfere with Taboola's normal business activities. In the event a discrepancy arises of more than ten percent (10%) between the number reported in Taboola's tracking logs and the number reported in Publisher's tracking logs, Taboola and Publisher shall work together in good faith to identify the source of such discrepancy, remedy it, and, if appropriate, adjust Taboola's prior invoicing. 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.
5. **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.
6. **Compensation Definitions:** (a) *Adjusted Gross Revenue:* shall consist of all advertising fees paid to Taboola for placement of Taboola Sourced Advertisements 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 third party advertisers or publishers; (b) *Rev Share Rate:* shall mean the percentage of the Adjusted Gross Revenue collected by Taboola from Advertisers for the distribution of Taboola Sourced

Advertisements on the Websites; and (c) *Desktop/Mobile/Tablet*: "Desktop" shall mean stationary computing equipment or a hinged portable laptop device (e.g., tower or mini tower case devices, laptops, or notebook computers) and excludes all Safari browsers, mobile devices and tablet devices. "Mobile" shall mean handheld portable computing devices with a screen diagonal measurement up to six (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 six (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.

7. **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., Outbrain, RevContent, MediaBong, Q1 Media, Propel, Connatix, Inform, Virool, Teads, Tout and Genesis) to play Video Advertisements, or to provide a video player that is similar to the Service on any websites owned or operated by Publisher, including, without limitation, the Websites. For clarity, Publisher agrees that any video player 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. The foregoing exclusivity clause shall not be applicable to Safari browser traffic. 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.

8. **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) it either owns or has properly licensed the Publisher Content; (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 Policy and Privacy Policy, located at <https://www.taboola.com/privacy-policy>; 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 a cookie policy and obtaining Visitor consent).

B. Taboola represents and warrants that the Video Player 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.

9. **Ownership:** As between the parties, Taboola owns all rights in and to the Video Player, Service, Taboola Sourced Advertisements and Taboola's Confidential Information and Publisher owns all rights in and to the Website(s), the 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.

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 8(b), or (ii) a claim that the Video Player 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 Video Player 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

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 (6) MONTH PERIOD PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY.

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, the Video Player 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. **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.
15. **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, either party may assign this 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).
16. **Taboola's Provision of Services:** Publisher acknowledges that Taboola's parent company, Taboola.com Ltd., owns all intellectual property rights in and to the Video Player, and the Service and that Taboola is just an authorized licensor and distributor of the Video Player, and the Service. Accordingly, Publisher understands and agrees that Taboola.com Ltd. will provide the Video Player 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.
17. **Publicity:** Taboola shall have the right to issue a press release announcing its relationship with Publisher within thirty (30) days of the Effective Date, the content of which will be subject to Publisher's prior review and approval (which shall not be unreasonably withheld or delayed).
18. **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.
19. **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. This Agreement is a product of negotiation between the parties hereto and, therefore, none of its provisions shall be construed against the other as "the draftsman" or "preparer" of this Agreement. Paragraphs 8-13 and 19 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.