TABOOLA INFORMATION TECHNOLOGY SHANGHAI CO. LTD.
PUBLISHER AGREEMENT TERMS AND CONDITIONS
上海拓布拉信息技术服务有限公司媒体协议条款与条件

1. **Grant of Rights:**

   a. Taboola grants Publisher a limited, non-exclusive, non-assignable, non-transferable, non-sublicensable, royalty-free right during the Term to access and use (a) the Platform (including Recommendations) and any associated APIs, code, or software (including any updates and enhancements) on the Properties as described above and as mutually agreed between the Parties, and (b) Taboola's proprietary analytics and management dashboard (the "Analytics Dashboard") solely for purposes of tracking performance of the Platform and reviewing the analytics associated with the Properties. For clarity, during the Term, Publisher shall have the right to use, to the extent made available at scale to other publishers, the Taboola Read More ("Taboola Read More"), which truncates the Property article and replaces the removed text with a "Read More" button and the Platform implemented directly below, until a user clicks on the "Read More" button, which will cause the article to expand and the Platform to appear directly below the end of the full article. During the Term, Taboola may also offer Publisher the right to use certain experimental features that are made available on a test basis ("Beta Features"), which Taboola may modify or remove at any time. Taboola may modify any feature for reasons that it believes, in its sole discretion, are necessary to comply with any applicable law, self-regulatory rule or principle, or consumer disclosure standard or best practice.

   b. In addition, during the Term, where applicable, Taboola hereby grants Publisher a non-exclusive, non-transferable, non-sublicensable, limited, and revocable right to copy and use the SDK (including any related documentation as may be updated by Taboola from time to time) with mobile application Properties, solely to serve Recommendations as set forth herein and in a manner that complies with the technical and implementation requirements as informed by Taboola from time to time. If Taboola makes available any upgrades, patches, enhancements, or fixes for the SDK ("Updates"), such Updates will become part of the SDK. Taboola shall provide Publisher will written notice of any such Updates (email shall be sufficient), and Publisher shall implement the Updates within fourteen (14) days of its release. Publisher shall not (a) copy, modify, or adapt the SDK or any technology therein, or (b) rent, lease, sublicense, sell, assign, loan, or otherwise transfer the SDK or any technology therein. Taboola may permanently or temporarily stop providing any features within the SDK, or support the SDK, at Taboola's sole discretion.

   c. Publisher grants Taboola the right during the Term to (i) place the Platform and Taboola Sponsored Content (and any associated APIs, code, software, or cookies involved in providing the Services) on the Properties, and to crawl the Properties (either directly or through a third party) and to interact with the Platform for the purposes of developing, optimizing, and serving Recommendations through the Services; (ii) track and analyze the performance of the Services (either directly or through a third party); (iii) conduct tests on how Visitors interact with the Properties or Recommendations to facilitate maintenance and optimization of the Services; (iv) drive traffic to the Properties by including Publisher in "Taboola News" (which name Taboola reserves the right to change at its sole discretion at any time), whereby it will link to or recommend the Publisher Content and Properties in the Platform that is implemented on third party publisher properties or devices on which Taboola has the right to serve Recommendations, which, when clicked upon, will either take Visitors (i) directly to the Properties or (ii) first to a page containing a preview of the Publisher Content wherefrom Visitors can click through to the Properties (provided that notwithstanding the Compensation set forth in Section IV above, Publisher shall not be compensated for any advertising revenue generated by or pageviews of the Platform served to Visitors accessing the Property through Taboola News and Taboola shall keep 100% of the Gross Revenue derived from the Platform during any Taboola News Session. For clarity, no pageviews of the Platform during a Taboola News Session shall be counted as a Recommendation Pageview.

1. **授权：**

   a. Taboola 授予媒体一项在期限内有限、不排他、不可转让、不可交易、不可分许可、免费的權利，以登录并使用（a）平台（包括推荐内容）以及任何在如上述所示并且双方共同同意的专有媒介上与之有关的 API，代码或软件（包括任何更新及增强功能），以及（b）Taboola 的专有分析仪和管理面板（"分析仪面板"），仅为追踪平台表现及回顾与专有媒介有关分析之目的。为明确之目的，在期限内，媒体有权在其他媒体同等范围内使用 Taboola 阅读更多代码("Taboola 阅读更多")，该等按钮可以截短专有媒介文章并以"阅读更多"按钮替代被移除文字，当用户点击"阅读更多"按钮将会使文章扩展并且平台会直接在文章底部显示的如下直接应用的平台以下直接应用的平台。。在期限内，Taboola 亦可以向媒体提供使用特定用于测试基础的实验功能（"测试功能"）的权利，Taboola 可以在任何时候修改或移除该等功能。Taboola 可以修改任何功能只要其自行决定认为该修改是为遵守适用法律、自律规则或原则或消费者披露标准或最佳做法所必要的。

   b. 此外，在期限内，如适用，Taboola 在此授权媒体一项不排他、不可交易、不可分许可、有限且可撤销的权利，以遵照 Taboola 不时通知的技术及应用要求的方式复制并使用仅用于本协议约定的推荐内容的与手机应用专有媒介有关的 SDK (包括 Taboola 可能不时更新的任何相关文件)。如果 Taboola 为 SDK 提供任何升级、补丁、改进或修复（"更新"），该等更新将成为SDK的一部分。Taboola 应向媒体提供任何该等更新的书面通知(可使用电子邮件的方式)，媒体应在更新发布后十四(14)天内应用该等更新。媒体不得（a）复制、修改或改编 SDK 或任何本协议的技术；或（b）租用、出租、分许可、出售、转让、出借或以其他方式转让 SDK 或任何 SDK 相关技术。Taboola 有权自行决定永久地或暂时地停止在 SDK 中提供任何功能，或支持 SDK。

   c. 媒体授权 Taboola 在期限内（i）在专有媒介上投放平台及 Taboola 赞助内容（以及任何提供服务所需要的有关的 API，代码，软件或 cookies），搜寻专有媒介（无论直接或通过第三方），并且为通过服务开发、优化并提供推荐内容之目的与平台互动；（ii）追踪并分析服务效果（无论直接或通过第三方）；（iii）进行关于访客如何与专有媒介或推荐内容互动的测试以促进服务维护及优化；（iv）通过将媒体纳入 Taboola 新闻（Taboola 保留在任何时候自行决定更改该名称的权利），链接或推荐平台中由第三方媒体专用媒介或设备应用的媒体内容和引导流量至专有媒介。Taboola 有权在平台上提供推荐内容。当点击推荐内容时，访客将(I)直接访问专有媒介，或(ii)首先访问包含媒体内容预览的页面，访客可以通过点击该页面访问专有媒介（但无论上述第 IV 部分中的报酬如何约定，媒体不得因任何通过 Taboola 编辑新闻服务于访客的平台或平台的页面访问而产生的广告收入而获得报酬并且 Taboola 应获得在 Taboola 新闻期间来源于平台的收入总额之100%）。为澄清目的，在 Taboola 新闻期间平台的页面访问量不应算入推荐内容浏览量。就本条而言，"Taboola新闻期间"指通过 Taboola 新闻访问该等专有媒介的访客访问持续的期间以及（v）代表媒体购买

For purposes of this clause, a "Taboola News Session" is the duration of a visit to the Property by a Visitor who arrives to such Property through Taboola News); and (v) purchase programmatic demand on Publisher's behalf to provide the Services. Taboola may use Publisher's name and logo when referring to Taboola's customers in Taboola marketing materials.

d. To the extent that the Parties agree, at any time during the Term, that Taboola will integrate Publisher Licensed Content into the Feed, Publisher grants Taboola the right to either (i) load the Publisher Licensed Content code (e.g., JavaScript or HTML code); (ii) move the Publisher Licensed Content into the Feed; or (iii) build the Feed around or on top of the Publisher Licensed Content (e.g., a wrapper). In addition, as it relates to the container or unit that holds the Publisher Licensed Content, Publisher grants Taboola the right to (w) move its location; (x) reduce the size or hide it entirely; (y) add a scroll bar; and (z) add a "Show More" button with an attribution to Taboola.

e. **Ownership.** As between the Parties, Taboola owns all rights in and to the Services and Taboola's Confidential Information (as defined below), and Publisher owns all rights in and to the Properties, 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. As between the Parties, each Party owns all data that such Party collects. As to Taboola, such data may include, without limitation: information collected from Visitors when viewing Recommendations (such as web or app behavior, browser information, or cookie data that may be read or deployed by Taboola); IP addresses; hashed email addresses (if made available); and mobile device information, IDFAs, and Android Ad IDs (as applicable). The foregoing shall further include any reports created, compiled, analyzed, or derived by a Party with respect to such viewing. Taboola's data collection practices are reflected in its privacy policy, which Taboola recommends that Publisher review from time to time.

2. <u>**Platform Terms of Use:**</u>

a. Throughout the Term, Publisher agrees (i) to implement the Platform via JavaScript integration on the Properties, and (ii) the Platform will be, at a minimum, displayed on all pages of the Properties and maintained in the same location and alongside the same page elements, as mutually agreed between the Parties.

b. Publisher will include a clear and conspicuous advertising disclosure along with a hyperlinked attribution to Taboola in a form that has either been provided by Taboola or approved by Taboola.

c. Publisher will not implement the Platform on any Properties that contain, or publish in any publication connected to the Properties, any material or content that is, or that may reasonably be considered: illegal, unlawful, or infringing under any applicable laws (including, without limitation, content that infringes a third-party copyright, trademark, patent, or trade secret), in violation of relevant economic sanctions or trade restrictions, pornographic, profane, promotional of drugs and drug paraphernalia (including, but not limited to, recreational and prescription drugs), gambling-related (unless legal in the location offered), fake or deceptive, libelous, defamatory, invasive to privacy, violent, threatening, promotional of known violent organizations or, promotional of criminal activity, discriminatory (racially, ethnically, or otherwise), in breach of confidence or any other right of any third party, or lacking in necessary authorizations, approvals, consents, or licenses. Nor will Publisher implement the Platform on any Properties containing, or publish in any publication connected to the Properties, content designed to promote hatred of any societal group based on, but not limited to, ethnicity, race, religion, sexual orientation, gender or trans-gender status, or designed to harass, offend, shock, or cause or promote harm to any individual (including, without limitation, by promoting "doxing"). Taboola reserves the right to remove the Services from the Properties

程序设计需求以提供服务。在 Taboola 市场营销材料中向 Taboola 客户提及媒体时，Taboola 有权使用媒体名称及标识。

d. 在双方同意的情况下，在期限内的任何时间，Taboola 将会整合媒体许可内容至馈送，媒体许可 Taboola 以下任一权利：（i）加载媒体许可内容代码（如 JavaScript 或 HTML 代码）；（ii）转移媒体许可内容至馈送；或（iii）在媒体许可内容周围或顶部建立馈送（如封装器）。另外，就有关持有媒体许可内容的容器或单元，媒体许可 Taboola 以下权利（w）改变位置；（x）减小尺寸大小或整体隐藏；（y）添加一条滚动条；以及（z）添加归属于 Taboola 的"显示更多"按钮。

e. **所有权。**在双方之中，Taboola 拥有服务及 Taboola 保密信息（定义见下文）中和与之有关的所有权利，媒体拥有专有媒介，媒体内容以及媒体保密信息中和与之有关的所有权利。媒体不被强制要求向 Taboola 提供任何反馈或建议。在媒体提供任何前述反馈或建议的情况下，媒体在此授权 Taboola 及其关联方一项不排他、永久、不可撤销、免费、可转让、全球性的权利及许可以无限制地使用、重制、披露、分许可、分销、修改以及以其他方式利用所有前述反馈及建议。在双方之中，任意一方拥有该一方收集的所有数据的所有权。对于 Taboola，该数据可能包含但不限于当访客浏览推荐内容（比如 Taboola 读取或配置的网页或应用行为，浏览器信息，或 cookie 数据）、IP 地址；散列的电子邮件地址（如可用）；及手机设备信息、IDFA、以及安卓广告 ID（如适用）时从访客处收集的信息。前述信息应该进一步包含任何一方关于该浏览所创造、编辑、分析、推导的任何报告。Taboola 的数据收集实践反映在其隐私政策中，Taboola 建议媒体不时阅读该隐私政策。

2. <u>平台使用条款：</u>

a. 在期限整个期间，媒体同意：（i）通过 JavaScript 集成在专有媒介上安装平台，且（ii）平台将会至少在专有媒介的所有文章页面进行展示并在同一位置和旁边同一页面元素被维护，如附录 A 所示。

b. 媒体应在 Taboola 提供或同意的形式中包含一个带有 Taboola 超链接分发的清晰且显著的广告披露。

c. 媒体不会在任何含有或在任何与专有媒介有关的出版物上公开以下素材或内容的专有媒介应用平台：该等素材或内容是或可能被合理认为是：根据适用法律违法的、非法的或侵权的（包括但不限于内容侵犯第三方著作权、商标、专利或商业秘密）、违反相关经济制裁或贸易限制的、色情的、亵渎的、推广非法毒品和吸毒用具（包括但不限于消遣性的处方药）、涉赌（除非当地法律允许）、伪造或欺诈的、诽谤的、中伤的、侵犯个人隐私、暴力的、威胁的、歧视的（种族、宗教或其他）、违反保密义务或任何其他第三方权利、或缺乏必要授权、批准、同意或许可。媒体亦不得在包含任何被设计以宣传对任何有关但不限于种族、人种、宗教、性取向、性别或跨性别的社会团体的敌意，或被设计骚扰、冒犯、震惊、伤害、加重伤害任何个人（包括但不限于推广"人肉"）的专有媒介应用平台或在任何与专有媒介有关的出版物上公开前述内容。若 Taboola 自行决定认为媒体已违反上述情况，Taboola 保留从专有媒介中取消服务的权利。

if Taboola deems, in its sole discretion, that Publisher has violated the foregoing.

d. The Platform will not be used on Properties that are directed or targeted to Visitors under the age of sixteen (16) and Publisher will not enable the provision of any information to Taboola from a user that Publisher knows (such as through use of an age-gating feature) has identified himself/herself as being under the age of sixteen (16).

e. Publisher shall not (i) reverse engineer, decompile, or disassemble the Services (including, without limitation, any SDK Technology); (ii) copy, modify, or adapt the Services; (iii) modify, change, edit, amend, truncate, alter, override, bypass, or reorder any aspect of the Services; (iv) place the Platform in an iFrame or in a container; (v) add its own code to the Platform; (vi) rent, lease, sublicense, sell, assign, loan, or otherwise transfer the Services; (vii) use the Services in a manner that threatens the integrity, performance, or availability of the Services; or (viii) redirect, block, or impede Visitors' engagement with the Services once they click on a Recommendation.

f. Publisher shall not copy, crawl, index, cache, or store any information derived by the Services.

g. Publisher shall not attempt to access or use the Services in an unauthorized manner, including, without limitation, any attempt to gain access to the accounts of other Taboola customers or to extract data from the Analytics Dashboard for commercial purposes.

h. Upon Taboola's approval in writing (email shall be sufficient), Publisher shall be permitted to use a third party (a "Vendor") solely to implement and manage use of the Platform on Publisher's Properties as permitted in this Agreement, provided that (a) Publisher shall remain liable to Taboola under the terms of the Agreement, including for Vendor's actions , and (b) Vendor is under confidentiality obligations at least as restrictive as the one hereunder, and, upon Taboola's request, Publisher must provide a copy of any such confidentiality agreement. In addition, Publisher shall not permit Vendor's to (i) use any of the information provided by Publisher for purposes other than those described hereunder (ii) to mediate Taboola Sponsored Content or (iii) intervene with the Platform or Platform UI in any way. Publisher shall remain fully liable for any unauthorized use or misconduct by Vendor.

i. Publisher shall not generate clicks on Recommendations or generate Recommendation Pageviews (as defined below) through any automated, deceptive, fraudulent, invalid, incentivized, or other means that are designed to generate clicks or Recommendation Pageviews that are not the willing actions of Visitors who possess an independent, genuine desire to engage with the content that appears on the Properties.

j. Publisher will not engage in any action or practice that disparages or devalues Taboola, its affiliates, or the Services.

k. Publisher shall not use or authorize the use of the Services on any website or mobile application that is not listed as a Property herein, except as expressly permitted in writing by Taboola (email shall be sufficient). In the event that Publisher does so, Taboola may, in its discretion, deny or recoup any payments as to any such non-authorized website or mobile application and terminate this Agreement.

l. Publisher will declare Taboola as an authorized seller and Taboola's demand partners as authorized resellers of Publisher's advertising inventory by adding Taboola's designated ads.txt code ("Taboola Ads.txt Code") to the ads.txt file on Publisher's root domain. The Taboola Ads.txt Code will be provided to Publisher upon implementation of the Platform. Taboola reserves the right to require the update of the Taboola Ads.txt Code on the Properties from time to time and Publisher agrees to reasonably comply with any such request by Taboola.

m. Publisher shall uphold best transparency practices by ensuring that each of its Properties contains meaningful and accurate contact information (including, but not limited to, Publisher's legal entity

d. 平台不会在导向或针对年龄在十六（16）岁以下访客的专有媒介上使用，并且媒体不会向 Taboola 提供任何来自媒体知悉（例如通过使用年龄限制功能）其已明确其年龄低于十六（16）岁的用户的信息。

e. 媒体不得（i）反向工程、反编译或分解服务（包括但不限于 SDK 技术）；（ii）复制、修改或改变服务；（iii）修改、改编、编辑、修正、缩短、改变、覆盖、避开或重新排序服务的任何部分；（iv）在 iFrame 或容器中投放平台；（v）向平台添加其自有代码；（vi）租用、出租、分许可、销售、转让、出借或其他方式转让技术；（vii）以对服务完整性、效果或性能有威胁的方式使用服务；（viii）在访客点击推荐内容后立刻重定向、阻塞或妨碍访客使用服务。

f. 媒体不得复制、搜寻、标引、缓存或储存任何来源于服务的信息。

g. 媒体不得试图在未授权情况下登陆或使用服务，包括但不限于任何试图从其他 Taboola 客户处获得登陆账户或为商业目的从分析仪面板提取数据。

h. 经 Taboola 书面批准(电子邮件亦可)，在本协议允许的范围内，媒体应被允许使用第三方（"供应商"）实施和管理（仅限于实施和管理）平台在媒体专有媒介上的使用，前提是(a)根据本协议之条款，媒体仍应对 Taboola 承担责任，包括就供应商之行为对 Taboola 承担责任；且(b)供应商应承担保密义务，且该保密义务应至少与本协议项下之保密义务一样严格，并且应 Taboola 之要求，媒体应提供任何该等保密协议之复印件。此外，媒体不得允许供应商：(i)将媒体提供的任何信息用于本协议所述目的之外的目的；(ii)传播 Taboola 赞助内容；或(iii)以任何方式干预平台或平台用户界面。媒体应对供应商任何未经授权的使用或不当行为承担全部责任。

i. 媒体不得通过任何自动的、欺诈的、欺骗的、无效的、以报酬激励的或其他旨在产生点击量或推荐内容浏览量的方式，该方式并不是拥有独立、真实意志进入显示在专有媒介上内容的访客主动行为，以产生推荐内容点击量或产生推荐内容浏览量（定义见下文）。

j. 媒体不得从事任何毁谤或贬低 Taboola，其关联方或服务的行为或活动。

k. 媒体不得使用或授权其他方使用在任何未作为专有媒介在本协议列出的网站或手机应用上的服务，但 Taboola 明示书面同意的除外（电子邮件亦可）。若媒体进行了前述使用或授权，Taboola 有权自行决定拒绝支付或收回任何关于未授权网站或手机应用的付款并且可自主解除此合作协议。

l. 媒体将通过在媒体的根域名中的 ads.txt 文件中添加 Taboola 指定的 ads.txt 代码（"Taboola Ads.txt 代码"），声明 Taboola 是媒体的广告库存的授权销售商，Taboola 的需求合作伙伴是授权分销商。Taboola Ads.txt 代码将在平台应用后提供给媒体。Taboola 保留要求随时更新在专有媒介上的 Taboola Ads.txt 代码的权利。媒体同意合理地遵从 Taboola 的此类要求。

m. 媒体应支持最佳透明度实践，确保其每一专有媒介在页脚或相关联系人页面包含有意义的、准确的联系信息（包括但不限于媒体的法人名称、邮寄地址、工作电话

name, mailing address, and working phone number and email address) in either a footer or relevant contact page so that Visitors may contact Publisher directly about Publisher Content.

n. Upon termination, it shall be Publisher's obligation to remove any pixels, tags, or scripts provided by Taboola. Taboola shall have no liability related to or arising out of Publisher's failure to do so. To the extent that Publisher continues to display the Platform beyond the Term of this Agreement, Publisher will be compensated at 50% of the Adjusted Gross Revenue.

3. **Compensation:**

a. For each month of the Term, Publisher shall receive the Compensation set forth in Section IV above, provided that it is not in breach of this Agreement as of the date that payment is due, as set forth in Paragraph 3(b) hereof. For avoidance of doubt, upon Publisher's breach of this Agreement, it shall not be entitled to receive any Compensation from Taboola, including for any revenue that may have been generated prior to the date of the breach but may not yet have been remitted to Publisher as of the date of the breach.. Publisher shall not be compensated for any unauthorized implementation of the Platform, for any implementation of the Platform that makes it impossible to click or track clicks, or for any fraudulent or invalid clicks, traffic, or Recommendation Pageviews (as defined below). Traffic shall be deemed fraudulent or invalid if (i) it does not convert above a certain threshold as determined by Taboola in its sole discretion; (ii) Publisher's Properties result in low post-click performance; or (iii) the Recommendation Pageviews are the result of transfers or referrals of Visitors by a third-party traffic source and result in a monthly click-through rate that is less than fifty percent (50%) of the click-through rate experienced by the remainder of the Recommendation Pageviews that occurred on the Properties during the same month.

b. All payments shall be remitted to Publisher in the currency specified in Section I above within forty-five (45) days after the end of the calendar month in which that revenue was generated, provided that all payments shall be made against Publisher's invoice and shall include information reasonably specified by Taboola, such as the Publisher's name, address, and service tax registration number (if applicable). RMB conversion rates shall be determined on the last day of each month, as quoted at www.morningstar.com. Any objection to any invoice shall be stated in writing to Taboola within ten (10) days of receipt of the invoice, otherwise Publisher waives such objections and such invoice will be deemed final, not subject to dispute, and accepted by Publisher. Publisher is responsible for providing accurate payment information, including, but not limited to, the correct entity name. Once Taboola releases payment in accordance with the payment information provided by Publisher, Taboola is relieved of its payment obligations.

c. **Forfeiture of Payment.** To ensure proper payment, Publisher is solely responsible for providing and maintaining accurate contact and payment information associated with Publisher's account. Failure to comply shall result in delay or forfeiture of Publisher's due payment, as follows: Publisher shall forfeit payment after three consecutive unsuccessful payment attempts to Publisher's given bank account.

d. **Taxes.** Each Party will be responsible for paying its own taxes. For clarity, Taboola will not be liable for the payment hereunder of any amount beyond the Compensation set forth above.

e. **Definitions.** *Recommendation Pageviews*: Each unique time the Platform is rendered on a Property article page as mutually agreed between the Parties, as determined by Taboola and reported on the Analytics Dashboard, and shall not include any pageviews that are not human-initiated. *Adjusted Gross Revenue*: All advertising fees paid by Advertisers to Taboola for placements of Taboola Sponsored Content on the Properties, net any advertiser and agency discounts or rebates, and applicable taxes thereon ("Gross Revenue"), minus processing fees of twenty percent (20%) of Gross Revenue, which is assessed to reimburse Taboola for various costs, including without limitation, credit card processing fees, collection costs and defaults,

号码及电子邮箱地址）以使访客可直接就媒体内容联系媒体。

n. 在本协议终止时，媒体有义务移除任何 Taboola 提供的像素、表情或脚本。Taboola 不承担任何与媒体未履行前述业务有关或因此导致的责任。若媒体继续在本协议期限以外投放平台，媒体将获得调整后收入总额之50%作为报酬。

3. **报酬：**

a. 期限的每个月，媒体应根据前述第 IV 部分的约定收取报酬，但前提是其未违反本协议任何约定。如本协议的第 3(b)条所述。为避免疑问，在媒体违反本协议后，它无权从 taboola 获得任何赔偿，包括可能在违约日之前尚未支付但产生的任何收入。媒体不得因任何平台的未授权投放、任何无法点击或追踪点击量的平台投放或任何欺诈或无效的点击量、流量或推荐内容浏览量（定义见下文）而获得报酬。以下情况下流量应被认为是欺诈或无效的（i）根据 Taboola 其自行判断，流量未被转化为特定临界值；（ii）媒体专有媒介的 post-click 表现低；或（iii）推荐内容浏览量来源于第三方流量源提供者的访客转移或推荐，并且导致月点击次数率低于同一月其他专有媒介产生的推荐内容浏览量的百分之五十（50%）。

b. 所有付款应以第 I 部分约定的币种在收益产生的该日历月月底后四十五（45）天支付给媒体，但前提是所有付款都有对应的媒体发票且包含了 Taboola 规定的特定信息，如媒体名称、地址及服务税务登记号（如适用）。人民币汇率应在每个月的结尾日确定，并以 www.morningstar.com 上的报价为准。对发票的任何异议应在收到该等发票后十(10)日内以书面形式向Taboola 提出，否则媒体视为放弃该等异议且前述发票将被视为无争议的最终发票且为媒体所接受。媒体应负责提供正确的付款信息，包括但不限于正确的主体名称。一旦 Taboola 根据媒体提供的付款信息支付款项，Taboola 已履行其付款义务而不再承担责任。

c. **取消付款。** 为确保准确付款，媒体独自对提供并维护与媒体账户有关的联系方式及支付信息负责。媒体未能遵守前述规定的应致迟延或取消媒体到期付款，具体如下：在连续三次尝试向媒体提供的银行账户付款不成功后，媒体应丧失收到该付款。

d. **税。** 各方将各自负责支付其自己的税费。为明确，Taboola 将不承担任何上述约定的报酬以外的本协议项下的款项。

e. **定义。** 推荐内容浏览量：每一次独特的如附录 A 所示在专有媒介页面上应用平台，根据 Taboola 的定义并在**分析仪面板**报告，并且应不包含任何非人为发起的浏览量。调整后总收入：所有广告主就在专有媒介投放Taboola 赞助内容而支付给 Taboola 的广告费，减去任何给予广告主及代理的折扣或返利，减去任何适用的税费（"总收入"）减去总收入百分之二十（20%）的手续费的，该手续费被预估用于支付 Taboola 各类成本，包括但不限于信用卡手续费、收账成本及违约、运行成

operational costs, serving costs, charge-backs, deductions, reversals, or credits and refunds to Advertisers. *Desktop*: Stationary computing equipment and portable, hinged laptop devices that have a keyboard (e.g., tower or mini tower case devices, laptops, or notebook computers). *Mobile*: Portable, handheld computing devices with a screen diagonal measurement of up to six (6) inches, normally including a phone and/or camera capability (e.g., Apple iPhone or Android phone computing devices). *Tablet*: Portable, handheld, flat-screened, non-hinged devices with a diagonal screen measurement of greater than six (6) inches (e.g., iPad, iPad mini, Samsung Galaxy tablets, and Microsoft Surface). *Mobile Optimized*: A website page that is designed differently than Desktop pages for optimal viewing on Mobile devices. *App*: A Publisher's iOS, Android, or Windows computer program that is designed to run on Mobile or Tablet devices. The final definitions of Desktop, Mobile, Tablet, Mobile Optimized, and App will be determined by the user agent device ID, which is recognized and tabulated uniformly by the Analytics Dashboard for all Taboola clients. Publisher acknowledges that any analytics provided in the Analytics Dashboard are estimates and will only be finalized fourteen (14) days after the conclusion of any calendar month.

4. **Exclusivity:** Taboola will be Publisher's exclusive Services provider during the Term. Accordingly, Publisher will not engage any third party, including, without limitation, any of Taboola's competitors or their affiliates (including, without limitation, AdNow, Connatix, Content.Ad, Dable, Distroscale, EngageYa, Kargo, Ligatus, Microsoft Audience Network, OpenWeb, Outbrain, Phoenix, Plista, PopIn, Postquare, Revcontent, Verizon Media Group (including Gemini and Verizon Media Native, and any of its subsidiaries, brands, or affiliated companies), VDO.AI, and Yengo to make Recommendations, play video advertisements, or provide a content recommendation service that is similar to the Services on any properties owned or operated by Publisher, including, without limitation, the Properties. In addition, Publisher will not use any services provided by Outbrain (or its parent or any of its subsidiaries or affiliates), directly or indirectly, at any time during the Term (except that Publisher shall be permitted to buy traffic from Outbrain). 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 Properties but divert all of its traffic to a new website. Publisher acknowledges that the restrictions set forth in this Paragraph 4 are essential to Taboola's business and that any breach of the foregoing exclusivity provision will cause irreparable harm and significant injury to Taboola for which money damages will be inadequate. Accordingly, in addition to any other rights or remedies Taboola may have, Taboola shall have the right to obtain an immediate injunction, or other similar actions under the law of the People's Republic of China, to enjoin any breach or threatened breach of this provision of this Agreement, without having to post a bond or other security, and, where it is a prevailing Party, shall be entitled to receive its reasonable attorneys' fees. 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 average monthly Adjusted Gross Revenue realized from Publisher for the Properties 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.

5. **Privacy and Data Protection:**

    a. **Privacy Definitions.** In this Paragraph 5, the following terms shall have the following meanings:

        i. **"Applicable Privacy Laws"** means all applicable international, national, federal, and state data protection and privacy laws, (including re EU Privacy Law as applicable to the processing of Personal Data in the European Union);

        ii. **"Controller"** means an entity that determines the purposes and means of processing Personal Data;

        iii. **"EU Privacy Law"** means: (aa) from 25 May 2018 onwards, EU Regulation 2016/679 (the "General Data Protection Regulation") and any applicable national legislation made under or pursuant to it; and (bb) EU Directive 2002/58/EC and

本、服务成本、退款、扣减、取消交易或向广告主的抵扣和退款总额。电脑：配置有键盘的固定的计算设备以及便携式的、铰链式的便携式电脑设备（如立式或微塔式机箱设备，便携式电脑或笔记本电脑）。手机：配有最大达六（6）英寸屏幕的便携式、手持电脑设备，通常包含移动电话和/或摄像功能（如苹果 iPhone 或安卓电话电脑设备）。平板：配备有超过六（6）英寸屏幕的便携式的、手持的、平面、非铰链式的设备（如 iPad, iPad mini, 三星盖乐世平板以及微软 Surface）。手机优化：与电脑页面不同而设计以优化手机设备浏览的网页页面。应用：媒体的为运行手机或平板设备而设计的 iOs、安卓或 Windows 的电脑程序。电脑、手机、平板、手机优化以及应用的定义将根据由**分析仪面板**为所有 Taboola 客户统一识别并记录的用户代理设备 ID 决定。媒体确认任何**分析仪面板**提供的分析均为估计且尽在任何日历月总结后的十四（14）天才会被最终确定。

4. <u>排他</u>：Taboola 在期限内为媒体的独家服务提供方。据此，媒体不得引入任何第三方，包括但不限于任何 Taboola 的竞争者或其关联方（包括但不限于 AdNow, Connatix, Content.Ad, Dable, Distroscale, EngageYa, Kargo, Ligatus, Microsoft Audience Network, OpenWeb, Outbrain, Phoenix, Plista, PopIn, Postquare, Revcontent, Verizon Media Group（包括 Gemini 和 Verizon Media Native，**及其任何子公司，品牌或關聯公司**）VDO.AI, 以及 Yengo 在任何媒体拥有或运营的媒介（包括但不限于专有媒介）上进行推荐内容制作、视频广告播放或提供与服务相类似的内容推荐服务。并且，媒体不会在期限内任何时候直接或间接地使用任何 Outbrain（或其母公司或其任何子公司或关联方）提供的服务（但媒体应被允许自 Outbrain 购买流量的除外）。各方理解并同意，若媒体保有其在专有媒介上的服务，但将其所有流量转移至任一新网站，媒体将被视为违反前述排他条款。媒体确认前述本第 4 条所规定的限制对 Taboola 的业务是必要的，且任何违反前述排他义务的将导致对 Taboola 的无法弥补的伤害及重大的损害，且该等伤害或损害以金钱赔偿是不适当的。据此，除了 Taboola 适用的其他权利或救济外，Taboola 有权获得立即禁令或其他中国法律项下类似的措施以禁止任何违反或潜在违反本协议本条款的行为，不限于交纳保证金或其他担保，并且当存在胜诉一方时，胜诉方有权获偿合理的律师费。媒体进一步同意，在违反前述排他条款的情况下，媒体应向 Taboola 支付相当于以下金额的违约赔偿金，该等金额不应被视为罚金: (i) Taboola 在之前三(3)个月(若违约发生在期限内三个月之前，则该月数将小于三个月)就该违约对应之专有媒介从媒体处获得的平均每月调整后总 RPM 乘以(ii)当时期限内剩余的月数。各方同意，每种情况下的实际损害是不确定和难以衡量的，且此处所规定之违约赔偿金是对实际损害的合理估量。

5. <u>隐私和数据保护</u>：

    a. **隐私定义**。在本第 5 条中，以下词语应具有以下含义：

        i. **"适用隐私法律"** 指所有适用的国际、国家、联邦或地方的数据保护及隐私法律（包括在欧盟处理个人数据所适用的有关欧盟隐私法律）；

        ii. **"控制人"** 指决定个人数据处理目的及方式的机构；

        iii. **"欧盟隐私法律"** 指：（aa）自 2018 年 5 月 25 日起，欧盟法规 2016/679（"数据保护法规"）以及任何根据其制定的适用国家立法；以及（bb）欧盟法规 2002/58/EC 以及任

any applicable national legislation implementing it; in each case as amended or superseded; and

iv. **"Personal Data"** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

b. **Role of the Parties.** Taboola acknowledges that Publisher is a Controller of Personal Data relating to its Visitors. Publisher acknowledges that Taboola shall also be an independent Controller of Personal Data that it processes about Visitors to provide its Services (both to Publisher and to Taboola's other publishers). In no event shall the Parties process Personal Data that they each collect about Visitors as joint Controllers.

c. **Compliance.** Each Party, as an independent Controller of the Personal Data it processes about Visitors, shall comply with its responsibilities under Applicable Privacy Laws. In particular, each Party shall process Visitors' Personal Data only for purposes that have been properly notified to Visitors (in accordance with Paragraph 5.d below) and shall ensure that it has a lawful basis for processing Visitors' Personal Data consistent with the requirements of Applicable Privacy Laws and any necessary consents obtained from Visitors.

d. **Transparency.** Each Party shall, at all times during the Term, comply with its respective published privacy and cookie policies and disclosures. Each Party shall ensure that its website (and as to Publisher, each Property) includes prominently posted privacy and cookie policies that describe in a legally sufficient manner the Personal Data that it collects, how it uses and shares such Personal Data, and how users and Visitors can opt out of such use in accordance with Applicable Privacy Laws. Specifically, Publisher agrees that:

i. as to its web-based Properties, Publisher's Privacy Policy shall (i) describe the use of cookies, unique identifiers, and non-cookie technologies by third parties (i.e. Taboola) for interest-based advertising and analytics (on and off the Properties) and (ii) provide a link to an opt-out mechanism

ii. as to mobile app-based Properties, Publisher's Privacy Policy shall describe the use on its mobile apps of SDKs and collection of mobile ad identifiers for interest-based or cross-app advertising and analytics (on and off the Properties); and provide a description of how users and Visitors may opt out of the collection of mobile data for cross-app advertising through device settings; and

iii. for its EU-facing Properties, Publisher shall ensure that it obtains the Visitors' freely given, specific, informed, and unambiguous consent in accordance with EU Privacy Law, with respect to placing or accessing any Taboola cookies or any other unique identifiers on the users' and Visitors' device(s).

e. **Not Legal Advice.** During the Term, Taboola may provide recommended privacy policy or disclosure language to Publisher. Publisher acknowledges that it shall not rely on such recommended language as, or as a substitute for, legal advice and that Publisher itself is solely responsible for any disclosures in its privacy policy or on its website.

f. **Security.** Each Party shall implement appropriate technical and organizational security measures to protect Visitors' Personal Data from accidental or unlawful destruction, loss, alteration, and unauthorized disclosure or access, consistent with the requirements of Applicable Privacy Laws.

何实施前述法规适用国家立法；在任一情况下可能被修订或替代；以及

iv. **"个人数据"** 指与一个可识别或可被识别的自然人有关的任何信息；一个可被识别的自然人为一个可以被直接或间接识别，尤其是通过参考标识诸如姓名、身份证明号码、地址数据、在线身份或一个或多个特定自然人的生物、心理、性别、精神、经纪、文化或社会特征的元素。

b. **双方责任。** Taboola 确认媒体为与访客有关的个人数据的控制人。媒体确认 Taboola 为个人数据的独立控制人，其处理有关访客的个人数据以提供服务（同时向媒体以及 Taboola 的其他媒体）。在任何情况下，双方均不得作为共同控制人处理其各自收集的关于访客的个人数据。

c. **合规。** 任一方，作为其处理的访客个人数据的独立控制人，应遵守其在适用隐私法律项下的义务。尤其地，任一方仅在适当地通知访客其目的的情况下（根据以下第 5 条要求）方可处理访客个人数据，并且应确保其处理访客个人数据有合法依据并符合使用隐私法律的要求并且已经自访客处获得任何必要的同意。

d. **透明。** 任意一方应在期限内所有时候均遵守其各自的公布的隐私及 cookie 政策及披露。任意一方应确保其网站（并且对于媒体而言，各专有媒介）包含显著地张贴了合法说明其收集的个人数据、如何使用并分享该个人数据以及用户及访客如何根据适用隐私法律退出该使用的隐私及 cookie 政策。特别地，媒体同意：

i. 对以网页为基础的专有媒介，媒体的隐私政策应（i）表明 cookies、独特识别信息及非 cookie 技术将被第三方（亦即 Taboola）为以营利为目的的广告及分析而使用（在专有媒介上或在专有媒介以外），并且（ii）应提供一个链接至退出界面。

ii. 对以手机应用为基础的专有媒介，媒体隐私政策应表明在其手机应用 SDK 上为营利目的或跨应用广告及分析，（在专有媒介上或在专有媒介以外）使用以及收集手机广告识别信息；并且提供一个关于用户和访客如何可以通过设备设置选择退出跨应用广告手机数据手机的描述；以及

iii. 对于面向欧盟的专有媒介，媒体应确保其根据欧盟隐私法律，就投放或处理任何用户及访客设备上的 Taboola cookies 或任何其他独特的识别信息，获得了访客自由选择给予的、特定的、被告知的且不模糊的同意。

e. **非法律建议。** 在期限内，Taboola 可以向媒体提供推荐的隐私政策或披露语言。媒体确认其不得依赖于该推荐语言作为或作为替代的法律建议，媒体自身应独立对任何在其隐私政策或在其网站上的披露信息负责。

f. **安全措施。** 任一方，根据适用隐私法律的要求，应采取适当的技术及组织安全措施以保护访客个人数据不受意外或不合法的损害，丢失，改变及未授权的披露或接触。

g. **Cooperation.** If either Party receives any inquiry, complaint or correspondence (a "Third Party Notice") from an individual, regulator, or other third party concerning the processing of Visitors' Personal Data in connection with the Services, it shall promptly inform the other Party and the Parties shall cooperate in good faith and as reasonably necessary to address the requirements of such Third Party Notice.

h. **International Data Transfers.** Neither Party shall process (nor permit any third party to process) any Personal Data relating to EU Visitors in a territory that is outside of the European Economic Area unless it first implements appropriate safeguards consistent with the requirements of EU Privacy Law to enable such processing to occur lawfully outside of the European Economic Area.

6. **Representations and Warranties:**

a. **Publisher Representations.** Publisher further represents and warrants that (i) it either owns and operates the Properties or otherwise has the full right and authority to grant the rights granted hereunder (including, without limitation to special certificates such as Internet Content Provider Certificate, which according to Chinese laws and regulations is required to be obtained for the Publisher to operate the Websites and display Recommendations), and the Publisher will provide relevant certificates (including, without limitation to business license and Internet Content Provider Certificate); (ii) the Publisher Content is either owned by Publisher or properly licensed; (iii) the Properties, the Publisher Content, and Taboola's use of the Properties or the Publisher Content will not infringe upon the rights of any third party; (iv) as it relates to the Publisher Licensed Content, it has the full right and authority to grant the rights granted herein and such grant does not violate the terms of any agreements it has with any third party; (v) it is not subject to nor owned or controlled by any person that is subject to sanctions or export control restrictions imposed pursuant to the laws of the United States, Israel, or any other jurisdiction whose laws are applicable to the performance of this Agreement; (vi) it will comply with all applicable laws and regulations in its performance of this Agreement, including with respect to the use of the Services, and including but not limited to economic sanctions and export control laws and regulations of the United States, Israel, and, as applicable, other jurisdictions; and (vii) it will not take any action that could result in economic sanctions or other trade control restrictions or penalties being imposed on Taboola. Publisher shall ensure that each of its mobile applications included as Properties complies with any applicable Apple/iOS and Android rules, guidelines, or requirements and any agreements into which Publisher has entered with such platform entities. Publisher shall further ensure that any signal or flag indicating that an end user has opted its mobile ad identifier out of cross-app or interest-based advertising (e.g., an "LMT=1" signal) is communicated to Taboola (except where such identifier is either not delivered to Taboola or obfuscated, in which case such obligation shall not apply).

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

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g. **合作。** 若任意一方自个人、监管者或其他第三方处收到有关服务的访客个人数据处理的征询、投诉或函件（"第三方通知"），其应立刻通知另一方并且双方应真诚合作并且合理且必要地传达该第三方通知的要求。

h. **国际数据传输。** 任意一方不得在欧洲经济区以外地域处理（亦不得允许任何第三方）任何与欧盟访客有关的个人数据，除非其先投放了符合欧盟隐私法律要求的适当的保护措施使得该处理可以合法地在欧洲经济区以外地区发生。

6. **陈述与保证：**

a. **媒体陈述。** 媒体进一步陈述并保证（i）其拥有或运营专有媒介或已经获得授予本协议项下权利的全部权利及授权（包括但不限于根据中国法律法规媒体应就运营网站及展示推荐内容而需取得的特殊证照如增值电信业务许可证信息服务业务许可证），并且媒体将提供相关证照（包括但不限于营业执照及增值电信业务许可证信息服务业务许可证）；（ii）媒体内容由媒体拥有或媒体已被适当地许可；（iii）专有媒介，媒体内容以及 Taboola 使用专有媒介或媒体内容不会侵犯任何第三方的权利；（iv）就媒体许可内容，媒体拥有授予本协议项下权利的全部权利及授权并且该授权不会违反任何其与第三方协议的条款；（v）媒体不受根据美国法律，以色列法律或适用于本协议履行的任何其他司法管辖地区的法律实施的制裁或出口管制限制的任何人士的约束、所有或控制；（vi）在履行本协议时，媒体将遵守所有适用的法律和法规，包括与服务的使用有关的法律和法规，包括但不限于美国、以色列和其他司法管辖地区（如适用）的经济制裁和出口管制法律和法规；以及（vii）媒体不会采取任何可能导致 Taboola 被实施经济制裁或其他贸易控制、限制或惩罚的行动。媒体应确保包含专有媒介的任意一个手机应用均符合适用苹果/iOS 以及安卓规则，指引或要求以及媒体与该平台机构签署的任何协议。媒体进一步承诺将会把任何意味着终端用户已经退出其跨应用或营利广告（如一个"LMT=1"信号）广告标识的信号或标志告知 Taboola（除非该标识未被传送至 Taboola 或使其混淆，该情况下该义务不适用）。

b. **Taboola 陈述及免责申明。** Taboola 进一步陈述并保证平台将根据本协议要求提供。本第 6.b 条的陈述与保证是 Taboola 作出的唯一且排他的陈述与保证。Taboola "按原样"提供服务。在法律允许的最大范围内，Taboola 明确排除所有其他陈述与保证，无论是明示、隐含或法定，包括对所有权、适销性、特定目的适用性以及非侵权的隐含保证。Taboola 同时拒绝承认媒体依赖于任何本协议以外的陈述，无论该陈述是口头或是书面的，关于或有关（1）有关服务或平台的质量、绩效、或成功率，（2）媒体的报酬，包括保证的报酬金额，调整后总收入或 RPM，或（3）使 Taboola 在协议期限内作为其独家服务提供商的媒体义务。所有测试功能"按原样"提供，且排除任何形式任何方式的任何陈述、保证、承诺或义务。任何媒体对测试功能的使用由媒体自行承担风险。

REPRESENTATIONS, WARRANTIES, COVENANTS, OR OBLIGATIONS OF ANY KIND. ANY USE BY PUBLISHER OF BETA FEATURES IS SOLELY AT PUBLISHER'S OWN RISK.

7. **Relationship of the Parties:** Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment, or any other relationship between Publisher and Taboola. Except as otherwise specifically set forth herein, neither Party will (i) represent itself to be a partner, employee, representative, or agent of the other Party; or (ii) enter into any agreement on the other Party's behalf, in the other Party's name, or otherwise bind the other Party to any agreement or obligation.

8. **Indemnification:**

   a. Except for that which Publisher 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, the "Losses") resulting from, arising out of, or related to: (i) Taboola's breach or alleged breach of any of Taboola's representations or warranties set forth in Paragraph 6.b; 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 solely due to the combination of the Platform with the Publisher Content or a Property. If the Platform or Services are held in a suit or proceeding to infringe any intellectual property rights of a third party, and the use of such Platform or Services is enjoined, or Taboola reasonably believes that it is likely to be found to infringe or likely to be enjoined, then Taboola may, at its sole cost, expense, and option either (a) procure the right to continue using such Platform or Services, or (b) modify such Platform or Services so that it becomes non-infringing without affecting the basic functionality of such Platform or Services; provided, however, that if (a) and (b) are not practicable, Taboola may, in its sole discretion, terminate this Agreement with respect to such Platform or Services by giving Publisher thirty (30) days written notice (email shall be sufficient). Taboola's obligations as stated in this Paragraph 8.a are Publisher's sole remedy and Taboola's sole liability arising out of or relating to infringement claims.

   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; (ii) a claim that the Properties or any of its content or the Publisher Content violates a third-party trademark, trade secret, copyright, patent, or privacy right; or (iii) a claim that Publisher did not comply with its Privacy Policy.

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

9. **Limitation of Liability:** IN NO EVENT SHALL (a) TABOOLA BE LIABLE TO PUBLISHER 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. TO THE EXTENT PERMITTED BY APPLICABLE LAW, PUBLISHER HEREBY WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE SERVICE, PUBLISHER'S COMPENSATION, OR OTHERWISE, BEYOND ONE (1) YEAR FROM THE FIRST

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7. **双方关系**：本协议的任何内容均不得解释为在媒体与 Taboola 之间创建合伙关系、合资企业、代理、雇佣或任何其他关系。除本协议另有约定，一方不得（i）声称自己是另一方的合伙人、员工、代表或代理人；或（ii）代表另一方或以另一方的名义签订任何协议，或使另一方受任何协议或义务约束。

8. **赔偿**：

   a. 除了媒体向 Taboola 做出的赔偿外，对于因下列各项引致（或与之有关）的任何及所有的第三方求偿、损害赔偿、罚金、罚款、裁决、判决以及法律责任（包括合理的外部律师费用与其他法律开支）（合称"损失"），Taboola 须向媒体及其母公司、附属公司、关联公司以及他们各自的代表、高级人员、董事、代理人以及员工做出补偿，进行辩护以及保护他们不受前述各项的损害：(i) Taboola 违反或被指称违反第 6.b 条载明的任何其陈述或保证，或 (ii) 有主张表明平台侵犯了第三方商标、商业秘密、版权或隐私权，但该等声称仅是因平台与媒体内容或专有媒介合并导致的除外。若平台或服务卷入侵犯任何第三方知识产权的诉讼或流程，并且继续使用该平台或服务是被禁止的，或者 Taboola 合理认为其可能被发现侵权或可能被禁止，则 Taboola 可以，在自行承担成本、费用及自行选择的情况下，（a）获得继续使用该平台或服务的权利，或（b）修改该平台或服务使其在不影响该平台或服务的基本功能的情况下不再侵权；但，无论如何，若（a）或（b）不可操作时，Taboola 可以自行决定通过给予媒体三十（30）天提前书面通知（电子邮件亦可）终止有关该平台或服务的本协议。本协议第 8.a 条所述 Taboola 义务为侵权主张导致或与其有关的媒体的独立救济以及 Taboola 的独立责任。

   b. 对于因下列各项导致（或与之有关）的所有损失，媒体须向 Taboola 及其母公司、附属公司、关联公司以及他们各自的代表、高级人员、董事、代理人以及员工做出补偿，进行辩护以及保护他们不受此损害：(i) 媒体违反或被指称违反其在本协议中的任何陈述、保证或协议约定；(ii) 存在声称表明专有媒介或其任何内容或媒体内容违反了第三方商标权、商业秘密、版权、专利权或隐私权；或（iii）存在声称媒体为未遵守其隐私政策。

   c. 双方同意根据本协议提出索赔时，提出索赔的一方（"索赔方"）须：(i) 以书面的方式将索赔请求从速通知另一方；(ii) 授予赔偿方对抗辩的唯一控制权（但索赔方可自费协助抗辩的除外）；以及 (iii) 向赔偿方提供对申索抗辩而言合理且必要的一切协助、信息和授权（费用由赔偿方承担）。在任何情况下，未经索赔方事先书面同意，赔偿方概不得就获赔偿的申索订立和解或同意对其进行任何处置。

9. **法律责任的限度**：在任何情况下，(a) TABOOLA 概不就任何或间接、附带、从属、特殊、惩罚性或惩戒性损害赔偿对媒体负责；或 (b) TABOOLA 在本协议下的累积法律责任不得超过 TABOOLA 在导致该法律责任的事件前六（6）个月时间内向媒体支付的实际金额。在适用法律允许的范围内，媒体在此放弃任何所有权利，提出与本协议相关的任何索赔或行动。包括但不限于服务，媒体赔偿，或超过从事件，条件或遗漏发生过后的（1）年的此类索赔行动。

OCCURRENCE OF THE ACT, EVENT, CONDITION, OR OMISSION ON WHICH SUCH CLAIM OR ACTION IS BASED.

10. **Confidentiality:** During the Term, either Party may receive (the "Receiving Party") certain information and materials concerning the other Party's business, technology, customers, and products that are confidential and of substantial value to the other Party (the "Disclosing Party"). The Receiving Party will not use or disclose to any third party the Disclosing Party's Confidential Information (as defined below) except as necessary for the performance of this Agreement or for enforcement of its terms in the event of a breach; the Receiving Party may make such disclosure only to those individuals who are bound by confidentiality obligations at least as restrictive as those set forth herein (provided that the Receiving Party hereby agrees that it shall be responsible for any violation of the terms of this Agreement by such third parties). The Receiving Party will protect and preserve the Confidential Information as confidential, using no less care than it protects and preserves its own confidential and proprietary information (but in no event less than a reasonable degree of care), and shall not use the Confidential Information for any purpose except as necessary to carry out its obligations under this Agreement. The foregoing obligations will not restrict the Receiving Party from disclosing Confidential Information of the Disclosing Party (a) pursuant to a court order from a court of competent jurisdiction, an administrative agency, or other governmental body, provided that the Receiving Party, to the extent permitted by law, gives reasonable prior written notice to the Disclosing Party so that it may contest such order and, in the event that disclosure is required, only discloses the portion of Confidential Information that its legal counsel advises is legally required; (b) pursuant to a regulatory investigation or enforcement or in response to any governmental agency request; or (c) to any existing or potential investors, acquirers and financiers as part of a due diligence process. The foregoing shall also not restrict Taboola from disclosing Publisher's contact information in response to any claim that the Properties or the Publisher Content infringes upon, violates, or misappropriates any third party Intellectual Property Rights. The "Confidential Information" consists of (a) any technical information or plans concerning the Services, the Platform, or any software or other technology of Taboola or the Properties; (b) any financial information of the Publisher; (c) other information disclosed by the Disclosing Party to the Receiving Party that is marked as confidential or should reasonably be assumed to be confidential under the circumstances; and (d) the content of this Agreement. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault of or breach of the Receiving Party; (ii) is rightfully known by the Receiving Party at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iv) is rightfully obtained by the Receiving Party from a third party that has no duty of Confidentiality to the Disclosing Party.

11. **Choice of Law:** This Agreement will be governed by and construed in accordance with the laws of the People's Republic of China. Any dispute arising from or in connection with this Agreement shall be submitted to Shanghai International Economic and Trade Arbitration Commission/Shanghai International Arbitration Center for arbitration. The arbitration shall be held in The China Shanghai Pilot Free Trade Zone Court of Arbitration. If either Party hereto breaches any of the terms of this Agreement, the non-breaching Party shall be entitled to recover from the breaching Party any reasonable legal fees, costs, and expenses incurred to enforce this Agreement against the breaching Party.

12. **Assignment:** The rights and obligations of each Party hereunder shall inure to the benefit of the respective successors and assigns of the Parties hereto, provided that, except as expressly provided herein, this Agreement and any rights or obligations hereunder shall not be assigned or delegated without the prior written consent of the other Party (which shall not be unreasonably withheld), except that: (a) either Party may assign this Agreement to an acquirer of all or substantially all of such Party's business, whether directly or indirectly by merger, share purchase, asset acquisition, operation of law, or otherwise, without the other Party's prior written consent; and (b) Taboola may assign this Agreement, without Publisher's consent, to its parent company or any of its affiliates or subsidiaries. Further, in the event that a portion or all of Publisher's business is sold or transferred (whether directly or indirectly, by merger, share purchase, asset acquisition, operation of law, or otherwise), concurrently with such sale or transfer, Publisher shall require any purchaser or transferee of all or such any portion of its business that will own a Property to agree to be bound by Publisher's

10. **保密**：在期限内，任意一方可能收到（"接收方"）有关另一方（"披露方"）商业、技术、客户及产品有关的保密且对另一方有重大价值的特定信息及材料。接收方不得使用或向任何第三人披露有关披露方的保密信息（定义见下文）除非是为履行本协议或在违约时执行其条款所必要的；接收方可以仅对受制于至少与本协议同等严格程度的保密义务的个人作出披露（但前提是接收方在此同意其应对任何第三方违反本协议条款负责）。接收方将使用不低于其保护并保存自身保密及专有信息的谨慎程度（并且在任何情况下不得低于合理谨慎程度）保护并保存保密信息使其处于保密状态，并且不得为任何执行本协议项下义务所必要以外的目的使用保密信息。前述义务将不限制接收方根据（a）有关有管辖权的法院、政府代理机构或其他政府主体的指令披露披露方的保密信息，但接收方在法律允许范围内应在合理时间内提前通知披露方以便披露方可以就该指令提出争辩，并且，若披露是必须的，仅披露其法律顾问建议的法律要求的该部分保密信息；（b）根据监管调查或执行或回复任何政府机构的请求披露披露方的保密信息；或者（c）作为尽职调查流程的一部分，向任何现有或潜在的投资者、收购方以及资金提供方披露披露方的保密信息。前述内容也不得限制 Taboola 为回复任何关于专有媒介或媒体内容侵犯、违反或盗用任何第三方知识产权的主张而披露媒体的联系信息。"保密信息"包括（a）任何有关服务、平台或任何软件或其他 Taboola 技术或专有媒介的技术信息或计划；（b）任何媒体财务信息；（c）其他披露方向接收方披露的被标注为保密或在当时情况下应被合理认为是保密的信息；以及（d）本协议的内容。保密信息不包含（i）非接收方过错或违约而已经为或成为公众知晓的信息；（ii）在披露时未负有保密义务而接收方正当知晓的信息；（iii）接收方在未使用披露方保密信息情况下独立开发的信息；或（iv）接收方自无保密义务的第三方处正当获取的信息。

11. **适用法律**：本协议相关权利义务受中华人民共和国法律调整。如发生争议，该争议将被提交至上海国际经济贸易仲裁委员会/上海国际仲裁中心进行仲裁。仲裁应当在中国（上海）自由贸易试验区仲裁院进行。若任意一方违反了本协议任何条款，守约一方有权要求违约一方赔偿其为对违约一方执行本协议而产生的任何合理的律师费、成本及费用。

12. **转让**：双方在本协议下的权利和义务将保护本协议双方之继承人和受让人的利益，但前提是，除本协议有明文规定外，未经另一方事先书面同意（该同意不得无故不给予），本协议以及其下的任何权利或义务概不得转让或转授。但(a)任意一方可不经另一方的书面同意，无论直接还是间接通过合并、股权购买、资产收购、法律施行或其他方式，将本协议中该方的业务转让给其全部或实质上全部资产的收购人；以及(b)Taboola 可经媒体的同意，将本协议中 Taboola 的权利义务转让给其母公司、其关联方或者其子公司。此外，如果媒体的业务部分或全部出售或转让，无论直接还是间接通过合并、股权购买、资产收购、法律施行或其他方式，媒体在出售或转让的同时应当要求即将拥有专有媒介的购买或受让该部分业务的一方同意整体受到本协议中媒体关于此业务或部分的权利与义务条款约束

rights and obligations under this Agreement in their entirety with respect to such business or portion thereof.

13. **<u>Taboola's Provision of Services</u>:** Publisher acknowledges that Taboola's parent company, Taboola.com Ltd., owns all intellectual property rights in and to the Platform and the Services, and that Taboola is just an authorized reseller and distributor of the Platform and the Services. Accordingly, Publisher understands and agrees that Taboola.com Ltd. will provide the Platform to Taboola for purposes of licensing and distribution by Taboola in the provision of its Services, and will perform certain other backend services on behalf of Taboola. Publisher hereby consents to Taboola's delegation of the performance of some of the Services hereunder to Taboola.com Ltd., subject to Taboola remaining liable for the complete and correct discharge of all its responsibilities hereunder.

14. **<u>Publicity</u>:** Taboola shall have the right to issue a press release announcing its relationship with Publisher.

15. **<u>Force Majeure</u>:** Neither Party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, any prohibition, admonishment, encouragement or restriction by any government or other legal authority that affects this Agreement and is not in force on the date of this Agreement, lockouts, failures of the Internet, shortages of or inability to obtain energy, raw materials, or supplies, pandemics, war, terrorism, riot, or acts of God.

16. **<u>Miscellaneous</u>:** 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. Taboola may waive, modify, or amend any provision of this Agreement from time to time at its sole discretion. 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 document is a translation in Mandarin Chinese of the original and official document in English. If any text of the original official document in English is inconsistent with the text of this translation, the original official document in English shall govern. Paragraphs 1.e, 8-11 and 16 of these Terms and Conditions shall survive the termination of this Agreement. Each Party agrees that this Agreement may be executed by electronic signature. Electronic execution of this Agreement by a Party is intended to authenticate this writing and have the same force and effect as a manual signature. Neither Party may challenge the authenticity or validity of this Agreement on the basis that it was signed electronically.

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13. **<u>Taboola 对有关服务的提供</u>：** 媒体确认，Taboola 的母公司 Taboola.com Ltd. 拥有对平台及服务的一切知识财产权利，Taboola 仅是平台及服务的授权经销商与分销商。据此，媒体理解和同意，Taboola.com Ltd. 将向 Taboola 提供平台，以便 Taboola 在提供服务时授予特许及进行分销，并将代表 Taboola 履行若干其他后台技术支持性服务。媒体特此同意，在 Taboola 仍负责完整与正确地履行其在本协议下所负之所有责任的前提下，Taboola 将本协议下某些服务的提供义务之履行转授给 Taboola.com Ltd.。

14. **<u>宣传</u>：** Taboola 有权发布一则新闻稿，宣布与媒体的合作关系。

15. **<u>不可抗力</u>：** 任意一方均不对因其无法合理控制的原因（包括但不限于劳资纠纷、罢工、影响本协议以及在本协议日期并未实施的任何政府或其他法律机关施行的禁止、警告、激励或限制、闭厂、互联网故障、能源、原材料或物资短缺或无法获得、疫情、战争、恐怖主义、暴乱或天灾）导致的无法或迟延履行本协议负有责任。

16. **<u>杂项</u>：** 本协议构成双方就协议主旨事项达成的完整和专有理解与协议，并取代就其主旨事项达成的所有先前或同期的书面或口头协议或理解。一方未能确使另一方严格执行本协议任何条文或行使其下的任何权利，不得被解释为对该方权利的放弃。Taboola 有权不时地自行决定放弃、修改或修订本协议的任何条款。若本协议的任何一条或一条的某一部分被任何具有司法管辖权的法院判定为无效或不可强制执行，余下条文仍旧具有相同效力并对双方具有约束力，即如无效或不可强制执行的部分被分割和删除一般。本文件为原件的中文译本，正式文件采用英文编制。若原始英文正式文件的任何文字与本译文的任何文字有冲突，概以原始英文正式文件为准。本条款与条件的第 1.e、8 到 11 和 16 条将在本协议终止后存续。每一方均同意本协议将以电子签名签署。一方以电子签名签署本协议是为了书面确认其正式性并且应与手写签名具有同等效力。任意一方均不得质疑以电子签名签署的本协议的正式性及有效性。