

## SUPPLY SIDE PLATFORM TERMS

The Supply Side Platform Terms ("**SSP Terms**") govern Outbrain's participation in an auction to purchase certain digital advertising space or placements on partner sites (the "**SSP Inventory**") that are made available on a proprietary exchange or marketplace. The SSP Terms are incorporated by reference into the applicable SOW. To the extent of any conflict between the SOW, SSP Terms and the MSA Terms, the terms of the SOW, then the SSP Terms and then the MSA Terms shall apply, in that order.

### 1. SSP SERVICES.

1.1. From the SOW Effective Date for the duration of the SOW Term, Partner will provide the following services to Outbrain (collectively the "**SSP Services**"): (a) Partner will customize and implement an online advertising exchange (the "**Exchange**") that performs in accordance with the Functional Specifications (as defined below), which Exchange shall allow Outbrain to purchase the SSP Inventory delivered by the Exchange ("Deliverables") in near real-time by bidding on the impression inventory; and (b) Partner will host the Exchange, either directly or on Partner's behalf.

1.2. An auction shall be completed in connection with each bid request as follows: (i) the bid, as applicable, shall compete in near real time with other bids submitted to the Exchange through the Services for the deliverable that forms the subject of the bid request; (ii) In the event that such bid wins the auction, an advertisement shall be delivered (also in near real time) to the applicable website, all in accordance with the winning bid; and (iii) the winning bid will be determined on a reasonable basis that treats all bidder equally (the "**Functional Specifications**").

1.3. Partner will provide maintenance services for the Exchange and as necessary will provide customization and support services, including reasonable education and support, during normal business hours, to Outbrain. Partner shall provide Outbrain, without any further charge, all updates (comprising general bug fixes and minor enhancements) and upgrades (comprising enhancements and major functionality changes) for the SSP Services or Exchange reflecting improvements made to the underlying technology upon the implementation of such updates and upgrades to the SSP Services or Exchange Maintenance. Partner may occasionally be required to suspend the SSP Services or Exchange to provide maintenance services. Partner shall provide Outbrain with no less than ten (10) business days advanced written notice of any such suspension.

### 2. LICENSE GRANT.

Subject to the terms of this Agreement, Partner hereby grants Outbrain a non-exclusive, non-transferable right to access and use the SSP Services. Outbrain agrees that it will not, knowingly: (a) resell, license, lease, time-share, distribute or otherwise transfer to any third party its right to access and use the SSP Services, (b) reverse engineer, decompile or disassemble the SSP Services, (c) modify, copy or create derivative works of SSP Services (or any part thereof), or (d) access or use SSP Services for the purpose of building a competitive product or service or copying its features or user interface or authorize or permit a direct competitor to do so.

Partner retains all right, title, and interest in and to the SSP Services and Exchange, including all patent rights, copyrights, trademarks, trade secrets, know-how and any other proprietary rights recognized in any jurisdiction, including registrations, applications, renewals and extensions thereof (the **"Intellectual Property Rights"**), Except as expressly provided herein, nothing in this Agreement will be construed to confer any ownership interest, license, sale, or other rights upon Partner or Outbrain (as applicable) by implication, estoppel or otherwise, as to any Intellectual Property Rights of the other party or any third party.

### **3. ACCEPTANCE.**

The Exchange shall conform to the OpenRTB Native Standard in effect from time to time and the Functional Specifications. Outbrain will review, test (including in respect of functionality, performance, and usability) and either approve or reject the Exchange. Outbrain will provide the relevant reasons for any rejection, suggesting modifications as appropriate, on an iterative basis, and Partner will correct and re-deliver the Exchange until it is in a form acceptable to Outbrain. In the event that the Exchange does not meet Outbrain's final reasonable approval, Outbrain may terminate this Agreement upon written notice to Partner.

### **4. CONTENT.**

4.1. Partner acknowledges and agrees that it does not have any rights or title to any of the intellectual property rights contained Content provided by Outbrain via the Exchange (**"Outbrain Advertiser Content"**), except for the right to display the Outbrain Advertiser Content on the websites in accordance with this Agreement and Partner agrees that it will not use the advertising materials for any other purpose. Further, Partner may not alter the advertising materials in any way.

4.2. Partner represents and warrants that (a) all Content displayed via the SSP Inventory will adhere to the **Outbrain Partner Guidelines** (as up dated from time to time) and/or to the Partner's own guidelines which shall be substantially similar to Outbrains'; (b) the SSP Inventory does not and will not contain any Content that is: (i) illegal, (ii) infringes any Intellectual Property Right of any third party, (iii) is obscene, defamatory, libelous, slanderous material or material that violates any person's right of publicity, privacy or personality, or (iv) knowingly contains a misrepresentation of fact or factual inaccuracy; (c) each site in the SSP inventory will not violate any applicable laws, regulations and self-regulatory guidelines; and (d) it will properly categorize the inventory type for the site ID of each site in the SSP Inventory in accordance with the **IAB guidelines** as updated from time

### **5. REVENUE AND PAYMENT.**

Outbrain will pay Partner in accordance with this Agreement and as set forth in the applicable SOW. All payments are in US dollars. Outbrain will pay Partner within sixty (60) business days of receipt of a valid invoice. If there is any disagreement with respect to any discrepancies related to the payment to Partner hereunder of ten percent (10%) or more, Partner shall notify Outbrain in writing and provide reasonable reporting upon request, following which the parties agree to work in good faith to resolve the dispute.

### **6. PRIVACY.**

The provisions of the **SSP Data Sharing Agreement** shall be fully incorporated into, and form part of, this Agreement. To the extent of conflict between this SSP Data Sharing Agreement and any other Data Sharing Agreement, the SSP Data Sharing Agreement shall prevail in respect of any services provided pursuant to these SSP Terms.

## **7. REPRESENTATIONS AND WARRANTIES.**

7.1. Partner represents and warrants that: (a) nothing in the SSP Services or Exchange infringes any intellectual property (copyright, author's rights, trademark, etc.), personal right (right of privacy, right of publicity, defamation, etc.) or other proprietary right of any person nor do the Services or Exchange violate any local, state or federal law of the United States or any applicable international jurisdiction; (b) Partner will use commercially reasonable efforts to provide the SSP Services according to the terms of this Agreement; (c) Partner shall not place ads and it will not allow to place ads from Outbrain by injecting them into third party web pages or apps through browser extensions, injection proxies or other similar mechanisms; and (d) Partner has all necessary rights and permissions to grant licenses in the SSP Services to Outbrain.