

TABOOLA INFORMATION TECHNOLOGY SHANGHAI CO. LTD.
DIGITAL PROPERTY SERVICES AGREEMENT TERMS AND CONDITIONS
上海拓布拉信息技术服务有限公司数字媒介服务协议条款与条件

1. Grant of Rights:

- a. Taboola grants Company 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, Company shall have the right to use, to the extent made available at scale to other digital properties, the following additional Platform capabilities: (i) Taboola Newsroom: Taboola's proprietary editorial analytics platform; (ii) Taboola Audience Exchange: Taboola's digital properties content exchange platform, which allows Company to exchange traffic with Company's partners; and (iii) Taboola Read More: Taboola code that 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 Company 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 Company 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 Company with written notice of any such Updates (email shall be sufficient), and Company shall implement the Updates within fourteen (14) days of its release. Company 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. Company 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 Company in "Taboola News" pursuant to the terms set forth under Appendix A; and (v) purchase programmatic demand on Company's behalf to provide the Services. Taboola may use Company'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 Company Licensed Content into the Feed, Company grants Taboola the right to either (i) load the Company Licensed Content code (e.g., JavaScript or HTML code); (ii) move the Company Licensed Content into the Feed; or (iii) build the Feed

1. 授权:

- a. Taboola 授予公司一项在期限内有限、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商定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。为明确起见, 在期限内, 公司有权在其他公司同等范围内使用以下额外平台功能: (i) Taboola 新闻室: Taboola 专有的编辑分析平台; (ii) Taboola 观众交换: Taboola 的数字媒介内容交换平台, 该平台允许公司与公司的合作伙伴交换流量; 以及 (iii) Taboola 阅读更多: 截短专有媒介文章并以"阅读更多"按钮替代被移除文字的 Taboola 代码, 以及当用户点击"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。在期限内, Taboola 亦可以向公司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 在此授权公司一项不排他、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 应向公司提供任何该等更新的书面通知 (可使用电子邮件的方式), 公司应在更新发布后十四 (14)天内应用该等更新。公司不得 (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. 公司授权 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) 在最高至公司流量的百分之十五 (15%) 的基础上进行平台不同变化的自动化 A/B 测试; (v) 通过将公司纳入 "Taboola 新闻", 为专有媒介带来流量 (根据附录 A 规定的条款); 且 (vi) 代表公司购买程序设计需求以提供服务。在 Taboola 市场营销材料中向 Taboola 客户提及公司时, Taboola 有权使用公司名称及标识。
- d. 在双方同意的情况下, 在期限内的任何时间, Taboola 将会整合公司许可内容至馈送, 公司许可 Taboola 以下任一权利: (i) 加载公司许可内容代码 (如 JavaScript 或 HTML 代码); (ii) 转移公司许可内容至馈送; 或

around or on top of the Company Licensed Content (e.g., a wrapper). In addition, as it relates to the container or unit that holds the Company Licensed Content, Company 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 Company owns all rights in and to the Properties, the Company Content, and Company's Confidential Information. Company is not required to provide any feedback or suggestions to Taboola. To the extent Company does provide any such feedback or suggestions, Company 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 Company review from time to time.

2. **Platform Terms of Use:**

- a. Throughout the Term, Company 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. Company 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. Company 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 Company 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 if Taboola deems, in its sole discretion, that Company has violated the foregoing.
- d. The Platform will not be used on Properties that are directed to Visitors under the age of eighteen (18), Company will not permit Taboola to collect information from a device or browser in the possession of a Visitor under the age of eighteen (18), and Company will not enable the provision of any information to Taboola from a user that Company knows (such as through use of an age-gating feature) has identified himself/herself as being under the age of eighteen (18).

(iii) 在公司许可内容周围或顶部建立馈送（如封装器）。另外，就有关持有公司许可内容的容器或单元，公司许可 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，公司拥有专有媒介，公司内容以及公司保密信息中和与之有关的所有权利。公司不被强制要求向 Taboola 提供任何反馈或建议。在公司提供任何前述反馈或建议的情况下，公司在此授权 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 建议公司不时阅读该隐私政策。

2. **平台使用条款:**

- a. 在期限整个期间，公司同意：（i）通过 JavaScript 集成在专有媒介上安装平台，且（ii）依双方共同商定，平台将会至少在专有媒介的所有页面进行展示并在同一位置和旁边同一页面元素被维护。
- b. 公司应在 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. 公司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。公司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 自行决定认为公司已违反上述情况，Taboola 保留从专有媒介中取消服务的权利。
- d. 平台不会在导向或针对年龄在十八（18）岁以下访客的专有媒介上使用，公司亦不会允许 Taboola 从年龄在十八（18）岁以下访客所持设备或浏览器端收集信息，并且公司不会向 Taboola 提供任何来自公司知悉（例如通过使用年龄限制功能）其已明确其年龄低于十八（18）岁的用户的信息。

- e. Company 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; (viii) redirect, block, or impede Visitors' engagement with the Services once they click on a Recommendation; or (ix) minimize, remove, cover or otherwise inhibit the full and complete display of the Platform.
- f. Company shall not copy, crawl, index, cache, or store any information derived by the Services.
- g. Company 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 or Taboola Newsroom for commercial purposes.
- h. Upon Taboola's approval in writing (email shall be sufficient), Company shall be permitted to use a third party (a "Vendor") solely to implement and manage use of the Platform on Company's Properties as permitted in this Agreement, provided that (a) Company 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, Company must provide a copy of any such confidentiality agreement. In addition, Company shall not permit Vendor's to (i) use any of the information provided by Company 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. Company shall remain fully liable for any unauthorized use or misconduct by Vendor.
- i. Company 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. Company will not engage in any action or practice that disparages or devalues Taboola, its affiliates, or the Services.
- k. Company 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 Company does so, Taboola may, in its discretion, deny or recoup any payments as to any such non-authorized website or mobile application.
- l. Company will declare Taboola as an authorized seller and Taboola's demand partners as authorized resellers of Company's advertising inventory by adding Taboola's designated ads.txt code ("Taboola Ads.txt Code") to the ads.txt file on Company's root domain. The Taboola Ads.txt Code will be provided to Company 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 Company agrees to reasonably comply with any such request by Taboola.
- m. Company shall uphold best transparency practices by ensuring that each of its Properties contains meaningful and accurate contact information (including, but not limited to, Company's legal entity name, mailing address, and working phone number and email address) in either a footer or relevant contact page so that Visitors may contact Company directly about Company Content.
- e. 公司不得 (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、出借或以其他方式转让技术; (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; 或 (ix) 最小化、移除、覆盖或以其他方式阻碍平台的全部完整展示。
- f. 公司不得复制、搜寻、标引、缓存或储存任何来源于服务的信息。
- g. 公司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表盘要么 Taboola 新闻室 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, 公司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)平台在公司专有媒介上的使用, 前提是(a)根据本协议之条款, 公司仍应对 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, 公司应提供任何该等保密协议之复印件。此外, 公司不得允许供应商: (i)将公司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。公司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. 公司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. 公司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. 公司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)。若公司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。
- l. 公司将通过在公司的根域名中的 ads.txt 文件中添加 Taboola 指定的 ads.txt 代码(“**Taboola Ads.txt 代码**”), 声明 Taboola 是公司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公司。Taboola 保留要求随时更新在专有媒介上的 Taboola Ads.txt 代码的权利。公司同意合理地遵从 Taboola 的此类要求。
- m. 公司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(包括但不限于公司的法人名称、邮寄地址、工作电话号码及电子邮箱地址)以使访客可直接就公司内容联系公司。

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

3. Compensation:

- a. For each month of the Term, Company 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 Company'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 Company as of the date of the breach.. Company 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) Company'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 Company 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 Company's invoice and shall include information reasonably specified by Taboola, such as the Company'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 Company waives such objections and such invoice will be deemed final, not subject to dispute, and accepted by Company. Company 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 Company, Taboola is relieved of its payment obligations.
- c. **Forfeiture of Payment.** To ensure proper payment, Company is solely responsible for providing and maintaining accurate contact and payment information associated with Company's account. Failure to comply shall result in delay or forfeiture of Company's due payment, as follows: Company shall forfeit payment after three consecutive unsuccessful payment attempts to Company'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 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 net advertising fees paid by Advertisers to Taboola for placements of Taboola Sponsored Content on the Properties, and applicable taxes thereon ("Gross Revenue"), minus processing fees of twenty percent (20%) of Gross Revenue, which is assessed to reimburse Taboola for various operational costs, including without limitation, credit card processing fees, collection costs and defaults, serving costs, charge-backs, and reversals 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

- n. 在本协议终止时, 公司有义务移除任何 Taboola 提供的像素、表情或脚本。Taboola 不承担任何与公司未履行前述业务有关或因此导致的责任。若公司继续在本协议期限以外投放平台, 公司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, 公司应根据前述第 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, 在公司违反本协议后, 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。公司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) 公司专有媒介的 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) 天支付给公司, 但前提是所有付款都有对应的公司发票且包含了 Taboola 规定的特定信息, 如公司名称、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, 否则公司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公司所接受。公司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 根据公司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, 公司独自对提供并维护与公司账户有关的联系方式及支付信息负责。公司未能遵守前述规定的应致延迟或取消公司到期付款, 具体如下: 在连续三次尝试向公司提供的银行账户付款不成功, 公司应丧失收到该付款。
- 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: 依双方共同商定, 每一次在专有媒介页面上对平台进行独特应用, 根据 Taboola 的定义并在分析仪表盘报告, 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 的净广告费, 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 各类运行成本, 包括但不限于信用卡手续费、收账成本及违约、服务成本、向广告主的退款以及取消交易。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

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 Company'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. Company 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 Company's exclusive Services provider during the Term. Accordingly, Company will not engage any third party, including, without limitation, any of Taboola's competitors or their affiliates (including, without limitation, AdNow, Connatix, ContentAd, Dable, Distroscale, EngageYa, Kargo, Ligatus, Microsoft Audience Network, OpenWeb, Outbrain, Phoenix, Plista, PopIn, Postsquare, Revcontent, 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 Company, including, without limitation, the Properties. In addition, Company 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 Company shall be permitted to buy traffic from Outbrain). It is understood and agreed that the Company 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. Company 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. Company further agrees that in the event of a breach of the foregoing exclusivity clause, Company 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 Company 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.** The Parties agree that the Taboola Publisher Privacy Terms located at <https://www.taboola.com/policies/privacy-terms-for-publishers>, and as updated from time to time (the "Publisher Privacy Terms"), are incorporated by reference into this Agreement.

6. **Representations and Warranties:**

- a. **Company Representations.** Company 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 Company to operate the Websites and display Recommendations), and the Company will provide relevant certificates (including, without limitation to business license and Internet Content Provider Certificate); (ii) the Company Content is either owned by Company or properly licensed; (iii) the Properties, the Company Content, and Taboola's use of the Properties or the Company Content will not infringe upon the rights of any third party; (iv) as it relates to the

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：公司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表盘为所有 Taboola 客户统一识别并记录的用户代理设备 ID 决定。公司确认任何分析仪表盘提供的分析均为估计且并在任何日历月总结后的十四（14）天才会被最终确定。

4. **排他:** Taboola 在期限内为公司的独家服务提供方。据此，公司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, ContentAd, Dable, Distroscale, EngageYa, Kargo, Ligatus, Microsoft Audience Network, OpenWeb, Outbrain, Phoenix, Plista, PopIn, Postsquare, Revcontent, VDO.AI, 以及 Yengo 在任何公司拥有或运营的媒介（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，公司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（但公司应被允许自 Outbrain 购买流量的除外）。各方理解并同意，若公司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，公司将被视为违反前述排他条款。公司确认前述本第 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。公司进一步同意，在违反前述排他条款的情况下，公司应向 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公司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. **隐私和数据保护:**

- a. **隐私权。** 双方同意，<https://www.taboola.com/policies/privacy-terms-for-publishers> 上公布的 Taboola 发布者隐私条款及其不时更新内容（统称“发布者隐私条款”）通过引用纳入本协议。

6. **陈述与保证:**

- a. **公司陈述。** 公司进一步陈述并保证 (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公司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经营许可证信息服务业务许可证），并且公司将提供相关证照（包括但不限于营业执照及增值电信业务经营许可证信息服务业务许可证）；(ii) 公司内容由公司拥有或公司已获适当地许可；(iii) 专有媒介，公司内容以及 Taboola 使用专有媒介或公司内容不会侵犯任何第三方的权利；(iv) 就公司许可内容，公司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

Company 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. Company 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 Company has entered with such platform entities. Company 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 COMPANY 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) COMPANY'S COMPENSATION, INCLUDING GUARANTEED AMOUNTS OF COMPENSATION, ADJUSTED GROSS REVENUE OR RPM, OR (3) COMPANY'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 REPRESENTATIONS, WARRANTIES, COVENANTS, OR OBLIGATIONS OF ANY KIND. ANY USE BY COMPANY OF BETA FEATURES IS SOLELY AT COMPANY'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 Company 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 Company indemnifies Taboola, Taboola shall indemnify, defend, save and hold harmless Company 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 Company 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

与第三方协议的条款; (v) 公司不受根据美国法律, 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, 公司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) 公司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。公司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, 指引或要求以及公司与该平台机构签署的任何协议。公司进一步承诺将会把任何意味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 陈述及免责声明。** 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 同时拒绝承认公司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) 公司的报酬, 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公司义务。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。任何公司对测试功能的使用由公司自行承担风险。

7. **双方关系:** 本协议的任何内容均不得解释为在公司与 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. 除了公司向 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 须向公司及其母公司、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赔偿, 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公司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

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 Company thirty (30) days written notice (email shall be sufficient). Taboola's obligations as stated in this Paragraph 8.a are Company's sole remedy and Taboola's sole liability arising out of or relating to infringement claims.

- b. Company 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) Company's breach or alleged breach of any of Company's representations, warranties, or agreements herein; (ii) a claim that the Properties or any of its content or the Company Content violates a third-party trademark, trade secret, copyright, patent, or privacy right; or (iii) a claim that Company 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 COMPANY 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 COMPANY IN THE SIX (6) 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 COMPANY'S USE OF TABOOLA NEWSROOM. TO THE EXTENT PERMITTED BY APPLICABLE LAW, COMPANY HEREBY WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE SERVICE, COMPANY'S COMPENSATION, OR OTHERWISE, BEYOND ONE (1) YEAR FROM THE FIRST OCCURRENCE OF THE ACT, EVENT, CONDITION, OR OMISSION ON WHICH SUCH CLAIM OR ACTION IS BASED. TABOOLA WILL HAVE NO LIABILITY TO PUBLISHER OR COMPANY IN CONNECTION WITH (A) PUBLISHER'S OR COMPANY'S FAILURE TO PROVIDE NOTICES TO, OR OBTAIN CONSENTS FROM, ITS END USERS REGARDING ITS DATA COLLECTION AND PRIVACY NOTICE PRACTICES OR THE SERVICES DESCRIBED HEREIN WHICH ARE REQUIRED BY APPLICABLE LAW; (B) PUBLISHER'S OR COMPANY'S COLLECTION, USE OR DISCLOSURE OF DATA AS CONTEMPLATED IN THIS AGREEMENT.

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

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公司三十 (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公司的独立救济以及 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, 公司须向 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) 公司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公司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) 存在声称公司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公司负责; 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) 个月时间内向公司支付的实际金额。除此以外, Taboola 不就 Taboola 新闻室作陈述与保证, 并且排除与公司使用 Taboola 新闻室有关的所有责任。在适用法律允许的范围内, 公司在此放弃任何所有权利, 不得于导致该索赔或诉讼的事实、事件、情况或不作为首次发生之日起一 (1) 年后, 提出与本协议相关的任何索赔或诉讼, 包括但不限于服务、公司报酬或其他事宜。对于以下情况, Taboola 对发布者或公司概不承担任何责任: (a) 发布者或公司未能按照适用法律的要求, 就其数据收集和隐私声明惯例做法或本协议所述服务向其最终用户发出通知或征得其同意; (b) 发布者或公司按照本协议规定收集、使用或披露数据。

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

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 Company's contact information in response to any claim that the Properties or the Company 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 Company; (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 Company's consent, to its parent company or any of its affiliates or subsidiaries. Further, in the event that a portion or all of Company'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, Company 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 Company's rights and obligations under this Agreement in their entirety with respect to such business or portion thereof.

13. Taboola's Provision of Services: Company 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, Company 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. Company 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. Publicity: Taboola shall have the right to issue a press release announcing its relationship with Company.

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公司内容侵犯、违反或盗用任何第三方知识产权的主张而披露公司的联系信息。“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) 任何公司财务信息; (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 可不经公司的同意, 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, 如果公司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, 公司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公司关于此业务或部分的权利与义务条款约束。

13. Taboola 对有关服务的提供: 公司确认, 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, 公司理解和同意, 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。公司特此同意, 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. 宣传: Taboola 有权发布一则新闻稿, 宣布与公司的合作关系。

15. **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, 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. **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. 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. 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.
15. **不可抗力:** 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. **杂项:** 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。

APPENDIX A / 附录 A

- 1. Taboola News.** Taboola partners with digital properties and mobile device manufacturers globally to implement on their digital properties and mobile devices a news feed powered by Taboola (the "Taboola News Product"). The Taboola News Product contains article headlines, short texts in combination with images, and videos that enable Taboola publishers to make their content accessible to and reach a larger audience (i.e. increasing traffic and exposure to the Properties). The content is sourced from publishers that are part of the Taboola network and other third parties, and may be supplemented with Taboola Sponsored Content. The Taboola News Product can be structured as a scrolling feed of Content Cards or as a wallpaper, and displays (a) an article headline and an image that is either provided by a third party or that the Company itself has selected for the respective article headline, and/or (b) a video sourced from the Properties or Company's social media channels (e.g. YouTube, Instagram, TikTok). If the Visitor clicks on a single piece of Company sourced content, the Visitor is either (x) redirected directly to the Property, or (y) redirected to a web page controlled by Taboola displaying (i) a preview of the article, where the first sentences of the article are displayed (again in combination with an image) or a summary of the article generated by automated solutions is displayed, or (ii) a video unit; and where from the Visitor can in both cases click through or out to the Property.
 - 2. Licence.** For the purpose described in this Agreement and for the Term of this Agreement, Company grants Taboola the non-exclusive, worldwide (a) right to use any content from the Properties and (b) authorization to access and extract any content from Company's social media channels (including texts, images, videos, and music), in both (a) and (b) for the purpose described hereunder, in particular the right to crawl, download, store, reproduce, publish, digitize, make publicly available as well as the right to edit (e.g. images, titles, and branding text), whereby the latter is only granted insofar as this is necessary for purposes of Taboola News. Company further grants Taboola the non exclusive, worldwide right to use, and to grant the third parties who have implemented Taboola News on their properties or devices the right to use, Company's and the Properties' names and logos for purposes of marketing Taboola News. The Company represents that it holds all rights to Company Content and is able to grant Taboola (and the third parties who have implemented Taboola News on their properties or devices) the rights to use the Company Content in Taboola News, and no rights of third parties are violated as a result.
 - 3. No Remuneration.** Taboola's distribution of Company Content through Taboola News is at no charge to Company, and no license fee or specific monetary remuneration is to be paid by Taboola to Company. Company acknowledges that the opportunity to generate traffic to the Properties and to promote Company's brand awareness (in addition to keeping 100% of the revenue generated by units on the Properties other than the Platform) to be fair compensation for the inclusion and use of Company Content in Taboola News. Thus, Company 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 the entirety of the gross Revenue derived from the Platform during any Taboola News Session (i.e. the duration of a visit to the Property by a Visitor who arrives to such Property through Taboola News). No pageviews of the Platform during a Taboola News Session shall be counted as a Recommendation Pageview.
- 1. Taboola 新闻.** Taboola 与全球数字媒介和移动设备制造商合作，在其数字媒介和移动设备上推送由 Taboola 提供的新闻源（“Taboola 新闻产品”）。Taboola 新闻产品包含文章标题、图片和配文以及视频，这些视频使 Taboola 发布商能够将其内容提供给更多的受众并使其接触到更多的受众（即增加专有媒介的流量和曝光率）。内容来自 Taboola 网络中的发布商和其他第三方，并可能辅以 Taboola 赞助商内容。Taboola 新闻产品的结构可以是滚动式的“内容卡片”，也可以是桌面背景，并显示 (a) 文章标题和图片（由第三方提供或由公司针对各个文章标题进行选择），和/或 (b)来源于专有媒介或公司社交媒体渠道（如 YouTube、Instagram、TikTok）的视频。如果访客点击公司提供的单篇内容，访客将 (x) 直接跳转至专有媒介，或 (y) 跳转至由 Taboola 控制的网页，该网页将显示 (i) 文章预览，其中会显示文章的第一句话（同样采用图文结合的形式），或由自动解决方案生成的文章摘要，或显示 (ii) 视频单元；在这两种情况下，访客均可点击进入或跳转至专有媒介。
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