TECHNOLOGY LICENSE AGREEMENT

This Technology License Agreement (the "**Terms**") is entered into on the Effective Date by and between the Outbrain entity and Partner identified in the Order Form. Outbrain and Partner may collectively be referred to herein as the Parties and each individually as a Party. These Terms shall apply to any and all agreements between the parties and their Affiliates from time to time.

1. DEFINITIONS

1.1. "**Content**" means graphical, textual, and/or auditory content (which may include text, data, information, photos, images, graphics, audio, video or other content).

1.2. "**Data**" means all data collected or generated by Outbrain through the Technology, including any reports or other data made available to Partner in connection with the Agreement.

1.3. "**End Users**" means the viewer of a web page, application or platform on which the Technology is implemented;

1.4. "**Partner Sites**" means the web properties, applications or platforms identified in the Order Form, together with any additional properties on which Partner elects to implement the Technology upon prior written approval from Outbrain (e-mail will suffice) and on which Partner has ownership and control.

1.5. "**Technology**" means the Javascript, API, SDK and/or associated protocols provided by Outbrain to Partner.

1.6. "**Updates**" means updates, modifications or improvements to the Technology from time to time in Outbrain's sole discretion, including, but not limited to, adding Ads.txt lines and any other similar industry standards.

2. TECHNOLOGY, PLACEMENT AND APPEARANCE.

2.1. Outbrain owns and operates the Technology (the "**Technology**"). Partner shall implement the Technology pursuant to Outbrain's technical instructions, including any implementation guides made available by Outbrain, as revised from time to time. Outbrain, in its sole discretion, may determine which of Outbrain's available Technology (e.g., JS, API, SDK or any other equivalent technology) shall be used in each Partner implementation.

2.2. Partner shall display the Technology throughout the Term in accordance with all self-regulatory codes and applicable laws and regulations, including with respect to disclosing the source or nature of the Technology.

2.3. to time. If Outbrain requests Partner to implement any such Updates, Partner shall make such Updates within thirty (30) days of receipt of same from Outbrain; provided, that if Outbrain requests Partner to implement any Updates that Partner can demonstrate would materially and adversely affect the performance of the Partner Sites, Outbrain may either address Partner's concerns to its reasonable satisfaction or agree not to require Partner to implement such Updates.

2.4. Outbrain may test changes to the Technology and, based on the results of such testing, Outbrain may make optimizations to the Technology if such optimizations may result in increased click through rates and/or conversions on the Partner Sites (as calculated by Outbrain in its sole discretion). To the extent that Partner uses the API and thus controls any testing, Partner shall comply with such testing requests on at least a quarterly basis.

3. FEES AND PAYMENT TERMS.

3.1. During the Term, the Partner will pay fees set out in the Order Form (collectively, the "**Fees**") without withholding or set off.

3.2. If any fees or payments due to Outbrain pursuant to this Agreement are not paid by Partner by the due date thereof, Partner shall pay to Outbrain interest on such unpaid amounts from the due date until the date payment is received in full by Outbrain at a rate equal to three (3%) per month or, if lower, the maximum percentage permitted by applicable law. In addition, all collection expenses, including, without limitation, legal fees, incurred by Outbrain with regards to the collection of a delayed payment or as a

result of a delayed payment shall be borne by the Partner.

3.3. Partner shall pay Outbrain within thirty (30) days from receipt of Outbrain's invoice.

3.4. **Taxes**: Partner shall be responsible for the payment of all applicable tax impositions, fees, or other charges that arise in any jurisdiction (including, without limitation, export, sales, use, excise, and value-added taxes) under this technology license Agreement, except those taxes related to our income, property, franchise, or employees and excise. Suppose Outbrain is found to have a legal obligation to pay or collect taxes for which Partner is responsible under the technology license Agreement. In that case, the appropriate amount will be invoiced and paid by Partner unless Partner provides Outbrain with a valid exemption certificate authorized by the appropriate taxing authority.

4. **LICENSE TERMS.**

4.1. Subject to Partner's full compliance with all of the terms of the Agreement, Outbrain grants Partner a limited, non-exclusive, revocable, non-sublicensable, non- transferable license to use the Technology to on Partner Sites ((the "**License**").

4.2. Outbrain grants Partner, during the Term, a limited, worldwide, non-exclusive, royalty-free license to use and display Outbrain's trademarks, service marks and logos (collectively, "**Outbrain Marks**"), as incorporated into the Technology, strictly in accordance with Partner's obligations and rights in the Agreement. All goodwill arising out of Partner's use of any of the Outbrain Marks shall inure solely to the benefit of Outbrain. Outbrain shall have the right to refer to Partner and the Partner Sites in any general listing of advertisers or partners (including in marketing and sales materials) who have implemented the Technology. Notwithstanding the foregoing, each party will request prior written consent before issuing a press release regarding the Agreement or using the other party's name on its website other than in accordance with the Agreement.

4.3. Outbrain retains all right, title and interest in and to the Outbrain Marks, Technology and Data (excluding any Content from the Partner Sites which shall be owned by Partner); and (b) Partner retains all right, title and interest in and to the Partner Sites including the look and feel, excluding the items described in subparagraph (a) above, (including without limitation all intellectual property rights in them).

4.4. The licenses granted under the Agreement are specifically set forth in the Agreement; there are no implied rights. All rights not expressly granted to Partner in the Agreement are reserved by Outbrain.

5. **PROHIBITED ACTIVITY.**

5.1. Partner will not: (i) minimize, remove or otherwise inhibit the full and complete display of the Technology; (ii) engage in any automated, deceptive, fraudulent, invalid, incentivized, or other methods that are designed to generate clicks which are not the willing actions of End Users; (v) remove, deface, obscure, or alter any notices of intellectual property rights included in the Technology; (vi) access, reproduce or use the Technology in any manner or for any purpose other than as expressly permitted under the Agreement; (vii) modify, adapt, translate, prepare derivative works from, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Technology, or attempt to create a substitute or similar service or product through use of or access to Technology or related proprietary information; (viii) attempt to interfere with or disrupt the Technology or attempt to gain access to any systems or networks that connect to it other than through the Technology as implemented pursuant to the Agreement; (ix) copy, cache, distribute, display, alter, or otherwise use or use the Technology for any purpose not authorized by Outbrain.

5.2. Partner will not deploy the Technology on any properties that display or contain adult, obscene, pornographic, defamatory, libelous, infringing, abusive, fake or deceptive or illegal Content, that promotes hate or discrimination, facilitates the sale of firearms or illegal drugs, or that participates or encourages participation in, illegal activities or is directed at children under of the age of 16. Outbrain reserves the right in its sole discretion to disable the Technology on any property at any time.

5.3. Except as expressly and unambiguously authorized under the Agreement, Partner will not copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except to the limited extent expressly authorized by applicable statutory law), modify or alter any part of the Technology or otherwise use the Technology on behalf of or for the benefit of any third party.

6. **REGISTRATION.** To the extent that Partner has access to the Outbrain dashboard, Outbrain may collect Partner's (or individuals who

act on behalf of Partner) personally identifiable information. Partner will be solely responsible for all changes to data made by it, or individuals acting on Partner's behalf, through the Outbrain dashboard. Information displayed in the Outbrain dashboard is provided solely for the Partner's convenience and are estimates only.

7. **SUSPENSION OF TECHNOLOGY; TERMINATION.**

7.1. Outbrain may suspend or discontinue all or any aspect of the Technology, including its availability, at any time if required by exigent circumstances (such as a significant security breach, propagation of malware, other viruses to users, etc.) or other improper, unlawful, fraudulent or misleading circumstances.

7.2. Either party may terminate the Agreement at any time in the event of a material breach by the other party of any provision of the Agreement that remains uncured for fourteen (14) days after the breaching party's receipt of written notice of the breach.

7.3. The Agreement is terminable on fourteen (14) days prior written notice unless otherwise stated on the Order Form. In addition, Outbrain may terminate the Agreement on prior written notice if the Technology is not implemented within thirty (30) days of Outbrain sending the Technology to Partner. Upon expiration or termination of the Agreement, all rights and obligations of the parties under the Agreement will be extinguished, except which by their very their nature should survive termination, and continue to bind the parties.

8. **LIMITED WARRANTIES; INDEMNITY.**

8.1. Each party represents and warrants to the other that: (i) it has all right, power, and authority necessary to enter into the Agreement and perform its obligations under it; and (ii) it will comply with all applicable laws, regulations and orders in its performance of the Agreement.

8.2. Outbrain warrants that the Technology (as provided and made available by Outbrain and implemented by Partner in accordance with the Agreement does not and will not, to the best of Outbrain's knowledge, infringe any Intellectual Property Right of any third party.

8.3. Partner represents and warrants that the Partner Sites do 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.

8.4. Except as expressly provided in the Agreement, neither party makes any representations or warranties, express or implied in relation to the Agreement, the Partner Sites, the Technology or any other matters (including any implied terms relating to satisfactory quality or fitness for any purpose, any warranties of availability or uninterrupted or error free performance, any warranties arising out of any course of performance or dealing).

8.5. Each party (the "**Indemnifying Party**") shall indemnify, defend and hold harmless the other party and its parent and affiliates, and each of its and their respective affiliates, directors, officers, shareholders, members, authorized representatives, employees and agents (collectively, the "Indemnified Party") from and against any and all claims, losses, liabilities, damages, costs, settlements, regulatory findings and/or fines and other expenses (including reasonable legal fees) (collectively, "**Claims**") that arise out of any third party claim occasioned by any breach or alleged breach of any of the Indemnifying Party's representations and warranties under this Agreement. The Indemnified Party shall promptly notify the Indemnifying Party of any Claim in writing, provided, however, that any delay in providing such notice shall not relieve the Indemnifying Party of any of its obligations except to the extent that the Indemnifying Party is actually prejudiced by such delay. The Indemnified Party shall have the right to participate in the defense and settlement of the Claim with counsel of its own choosing and its own expense, subject to the Indemnifying Party's control thereof

9. **CONFIDENTIALITY**. Each party (the "**Receiving Party**") acknowledges that it will have access to certain information and materials, including the terms of the Agreement, concerning the business, technology, products and services of the other party (the "**Disclosing Party**") that are, or reasonably should be considered given the circumstances of disclosure to be, confidential ("**Confidential Information**"). Confidential Information will not include: (a) information known to the Receiving Party prior to disclosure by the Disclosing Party; (b) information independently developed by the Receiving Party without reference to Confidential Information of the Disclosing Party; (c) information that is or becomes publicly known through no fault of the Receiving Party; or (d) information disclosed

to the Receiving Party by a third party without breach of any obligation of confidence. Except as permitted hereunder, the Receiving Party (aa) will not use any Confidential Information for its own account or the account of any third party, and (bb) will not disclose any Confidential Information to any third party other than its directors, employees, contractors, advisors, investors or potential investors who have a need to know and who have agreed not to use, and to maintain the confidentiality of, the Confidential Information consistent with this Agreement. The Receiving Party will return or destroy the Confidential Information promptly upon the Disclosing Party's written request. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by applicable law or legal process, provided that the Receiving Party provides prompt written notice of any required disclosure to the Disclosing Party and provides reasonable cooperation (at the Disclosing Party's expense) with any effort by the Disclosing Party to contest or limit the scope of such disclosure.

10. **LIMITATION OF LIABILITY**

10.1. Neither Outbrain nor the Partner exclude or limit liability to the other for: (i) death or personal injury caused by its negligence or that of its employees or contractors; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability which cannot lawfully be excluded or limited.

10.2. NEITHER PARTY WILL BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY BREACH HEREOF (INCLUDING FOR LOSS OF DATA OR COST OF COVER), WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE.

10.3. EXCEPT FOR A PARTY'S INDEMNIFICATION, IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR ANY BREACH HEREOF (WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE) EXCEED THE GREATER OF ONE HUNDRED THOUSAND DOLLARS ($100,000) OR THE AMOUNT OF FEES PAID OR PAYABLE TO OUTBRAIN IN THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY (OR, IN THE CASE OF A SERIES OF CONNECTED EVENTS, THE FIRST SUCH EVENT).

11. **EXPORT CONTROLS**. Partner will comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("**OFAC**"), or other United States or foreign agency or authority, and shall not export, or allow the export or re-export of the Technology in violation of any such restrictions, laws or regulations. By downloading or using the Technology, Partner agrees to the foregoing and represent and warrants that it is not located in, under the control of, or a national or resident of any restricted country. Partner represents and warrants that none of it, or any individual, entity, or organization holding any ownership interest or controlling interest in Partner, including any officer or director, is an individual, entity, organization with whom any United States law, regulation, or executive order prohibits U.S. companies and individuals from dealing, including, names appearing on the Specially Designated Nationals List.

11.1. **MISCELLANEOUS**. The Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of New York, without regard to its conflict of law provisions or the United Nations Conventions for the International Sale of Goods. Any action or proceeding arising from or relating to the Agreement must be brought in a federal court in the Southern District of New York or in state court in New York County, New York, and each party irrevocably submits to the jurisdiction and venue of any such court in any such action or proceeding. The parties agree that irreparable damage would occur in the event that any of the provisions of the Agreement is not performed in accordance with these specific terms. Accordingly, the parties agree that each shall be entitled to injunctive relief to prevent breaches of the Agreement and to enforce specifically the terms and provisions of the Agreement, in addition to any other remedy to which they are entitled at law or in equity. The parties are independent contractors, and nothing in the Agreement will be construed to create a partnership, joint venture, agency or other relationship between the parties. No failure or forbearance by a party to enforce any of its rights under the Agreement or insist upon performance of the other party's obligations under the Agreement will be deemed a waiver of such rights or obligations to any extent, and no waiver by either party of any default or breach of the Agreement will constitute a waiver of any other or subsequent default or breach. Neither party will be liable for any failure to perform due to causes beyond the party's reasonable control. The Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning such subject matter. The Order Form may be amended, modified or superseded, only by a written instrument signed by both parties. The headings in the Agreement are for the convenience of reference only and have no legal effect. The Agreement may be executed

and delivered via electronic transmission or another means of complete and accurate reproduction, and copies of the Agreement delivered via such means will be deemed originals for all purposes. The Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. If any provision of the Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, failing which, it shall be severed from the Agreement and the balance of the Agreement shall continue in full force and effect. To be effective, notices under this Agreement must be sent by email to the parties mentioned in Section1 of the Order Form and if to Outbrain, Attn: Legal Department or if delivered by email to legal@outbrain.com. Neither party may assign the Agreement or any of its rights or obligations hereunder without the other party's prior written consent, except (i) due to operation of law, merger, reorganization, or as a result of an acquisition or change of control, and (ii) by Outbrain to its subsidiaries. Subject to the foregoing, the Agreement will be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

Exhibit 1

Data Sharing Agreement

This Data Sharing Agreement ("**DSA**") is entered into by the Outbrain entity ("**Outbrain**") and the individual or company (the "**Partner**") identified in the Order Form above and is governed by the terms of this Agreement (together, the "**Terms**"). From the Effective Date of the applicable Order Form, this DSA shall apply to any and all agreements between the parties and their Affiliates from time to time. Collectively, the Controller SCCs (as applicable), the DSA and the Terms (or information entered through the Outbrain dashboard) are referred to as the "**Agreement**". In the event of any conflict or inconsistency between any of the terms of the Agreement the following order of precedence shall prevail: (i) the Controller SCCs (as applicable); (ii) this DSA; and (iii) the Terms.

1. **DEFINITIONS.** Any capitalized terms not defined in this DSA shall have the respective meanings given to them in the Terms.

1.1. "**Affiliate(s)**" means in respect of either party at any time, any person or legal entity controlled by or controlling or under the common control of that party. Any reference to the parties shall include reference to their Affiliates;

1.2. "**CCPA**" means the California Consumer Privacy Act of 2018 and all other California privacy laws, guidance or codes of practice issued by a relevant public authority applicable from time to time to Outbrain or Partner relating to the processing of Personal Information and the privacy of electronic communications, as amended or superseded by any federal, state or national law, regulation or regulatory guidance;

1.3. "**Controller SCCs**" means the standard data protection clauses "MODULE ONE: Transfer controller to controller" in accordance with article 46 2. (c) GDPR adopted by the European Commission on 4 June 2021 (Commission Implementing Decision (EU) 2021/914) (as amended or superseded), containing contractual obligations on the Data Exporter and the Data Importer, and rights for EEA Data Subjects whose Personal Data is transferred, as amended or superseded from time to time by the European Commission;

1.4. "**Data Protection Laws**" means all laws, guidance or codes of practice issued by a relevant public authority applicable from time to time to Outbrain or Partner relating to the processing of Personal Data and the privacy of electronic communications, including the CCPA and EU Data Protection Laws;

1.5. "**EEA**" means the European Economic Area;

1.6. "**End Users**" shall have the same meaning as given to this term under the Terms, and, for the purpose of this DSA, are Data Subjects or Consumers;

1.7. "**EU Data Protection Laws**" means all laws, guidance or codes of practice issued by a relevant Supervisory Authority (including, in the UK, the Information Commissioner's Office ("ICO")) applicable from time to time to Outbrain or Partner relating to the processing of Personal Data and the privacy of electronic communications in the EEA and the UK as amended or superseded, especially (i) the General Data Protection Regulation ((EU) 2016/679) (GDPR) and the UK Data Protection Act 2018; (ii) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) (ePrivacy Directive) and the UK Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) (PECR) as updated;

1.8. "**Outbrain User Data**" means Personal Data of an End User which Outbrain collects directly on Partner Sites and/or indirectly via

third-party partners who connect Outbrain with Partner Sites and may include, but not be limited to: bid request unique identifier, Outbrain unique identifier, IP address, user agent data, browser and device type (desktop/mobile, brand, model, operating system and system version), application version, application ID or package name), device advertising identifiers, pages, content visited and events, time of visit, broad location, device time zone;

1.9. **"UK Adequacy Decision"** means the Commission Implementing Decision of 28 June 2021 on the adequate protection of Personal Data by the United Kingdom in accordance with article 45 GDPR;

1.10. "**Controller**", "**Joint Controller**", "**Processor**", "**Data Protection Impact Assessment**", "**Data Subject**", "**Personal Data Breach**", "**Special Categories of Personal Data**" and "**Supervisory Authority**" shall have the meanings given in EU Data Protection Laws;

1.11. **"sale"** (including the terms "sell," "selling," "sold," and other variations thereof, including renting, disclosing, releasing, disseminating, making available, transferring, or otherwise communicating Personal Information for monetary or other valuable consideration), "**Consumer**", "**Business**", "**Security Incident**" and "**Service Provider**" shall have the meanings given to those terms under the CCPA; and

1.12. **"Personal Data"** (and any variation thereof, including "Personal Information" under the CCPA) and "**process**"(including "processing"), shall have the meaning given under the applicable Data Protection Laws.

2. **PURPOSE OF PROCESSING**. The parties collect and process Personal Data for the purposes of delivering the Technology to End Users. Outbrain processes Outbrain User Data for the following purposes: (i) storing and/or accessing information on a device; (ii) selecting basic ads; (iii) creating a personalized ads profile; (iv) selecting personalized ads; (v) creating a personalized content profile; (vi) selecting personalized content; (vii) measuring ad performance; (viii) measuring content performance; (ix) applying market research to generate audience insights; (x) developing and improving products; (xi) ensuring security, preventing fraud and debugging; and (xii) technically delivering ads or content

3. **CCPA AND EU DATA PROTECTION LAWS SPECIFIC PROVISIONS.**

3.1. Specific provisions applicable to CCPA are located in Sections 4.2, 5.2 (iv) and 6.4.

3.2. Specific provision applicable to EU Data protection Laws are located in Sections 4.3, 5.2 (ii), 6.4 and 11.

4. **ROLE OF PARTIES.**

4.1. Each party shall comply with all relevant provisions of Data Protection Laws as it applies to matters under the Agreement and ensure that they process Personal Data fairly and lawfully in accordance with Data Protection Laws as applicable in the provision and receipt of the Technology.

4.2. Insofar as the CCPA is applicable to the Technology, Outbrain and Partner will be considered independent Businesses under the CCPA for the collection, processing and selling of any Personal Information, and Outbrain shall not be considered a Service Provider on anyone's behalf.

4.3. Insofar as EU Data Protection Laws are applicable to the Technology, the parties shall be deemed Joint Controllers under Article 26 GDPR solely with regards to the collection of Outbrain User Data through the implementation of the Technology on Partner Sites, and the parties shall be deemed independent Controllers for any further processing activity.

4.4. Each party shall remain solely and exclusively responsible for determining the means and purposes of processing for its respective processing activities.

5. **PARTNER'S OBLIGATIONS.**

5.1. Partner is responsible for implementing the Technology on Partner Sites in accordance with Outbrain's instructions, the Agreement and Data Protection Laws.

5.2. Partner shall:

5.2.1. disclose, via an appropriate privacy notice, Outbrain to End Users as a Business or Controller collecting Personal Data for the purposes of delivering the Technology;

5.2.2. collect End Users' consent choices via a consent management platform using the IAB Transparency & Consent Framework v2.0 (the most recent version or successor thereto) and pass Outbrain valid "consent"/"no consent" strings. The Partner must not, at any time, send Outbrain "null" or "invalid" signals;

5.2.3. provide a user choice mechanism such as the opt out page(s) of the Network Advertising Initiative, the Digital Advertising Alliance or the European Digital Advertising Alliance, as applicable; and

5.2.4. insofar as the CCPA is applicable to the Technology, Partner shall collect End Users' "Do Not Sell My Personal Information" choices via a consent management platform using the IAB CCPA Framework (the most recent version or successor thereto) and pass Outbrain valid "yes"/"no" strings.

5.3. Partner shall at all times satisfy the requirements for an appropriate legal basis for the processing of Personal Data. In any event, where an End User opted out or withdrew their consent to personalized advertising and/or the sharing their Personal Data with Outbrain through a mechanism alerting only the Partner (instead of Outbrain), such as device settings, Partner must not share such Personal Data with Outbrain.

6. OUTBRAIN'S OBLIGATIONS.

6.1. Outbrain shall disclose, via an appropriate privacy notice, all information relating to processing activities where the Personal Data is collected directly from the End User or where such Personal Data is collected via third parties, as required under Data Protection Laws. This information is available on Outbrain's Privacy Policy.

6.2. Outbrain shall at all times satisfy the requirements for an appropriate legal basis for the processing of Outbrain User Data.

6.3. Outbrain shall comply with requests from End Users to exercise their rights under relevant Data Protection Laws, without undue delay and within the required time limits. Requests relating to right to access, erasure, withdrawing consent, objecting to profiling, or "Do Not Sell My Personal Information" can be exercised directly on Outbrain Interest Profile.

6.4. To the extent that Outbrain receives and interprets consent strings or "Do Not Sell My Personal Information" strings as per Section 5.2, Outbrain is doing so in order to abide by an End User's choice and shall not be deemed to be a Processor or Service Provider on anyone's behalf.

7. COOPERATION.

7.1. Each party shall develop, implement, and regularly review procedures to ensure they meet their respective obligations under Data Protection Laws.

7.2. Each party shall immediately inform the other party if any activity pursuant to the Agreement infringes any part of Data Protection Laws, and the parties shall review such activity accordingly. If during the term, Data Protection Laws change in a way that this DSA is no longer adequate for performing the processing activities necessary to the Terms, the parties agree to promptly negotiate in good faith to review this DSA in light of such changes.

7.3. In the event that either party receives any correspondence, enquiry or complaint from an End User, Supervisory Authority or any other third party related to the disclosure or processing of Personal Data pursuant to this DSA, or requests information from the other party when performing a Data Protection Impact Assessment, it shall promptly inform the other party giving full details of the same, and the other party shall provide such assistance as reasonably required (at each party's sole cost and expense) and in good faith in order to respond in accordance with any requirements under Data Protection Laws.

8. DATA SECURITY.

8.1. Each party shall implement and maintain such appropriate technical and organizational measures as required by Data Protection Laws to ensure that the Personal Data is processed in a secure manner, including (but not limited to) (i) the pseudonymization and encryption of Personal Data; (ii) ensuring the confidentiality, integrity, availability and resilience of the services provided under the Agreement, including the ability to restore availability of, and access to, Personal Data in a timely manner in the event of a physical or technical incident; (iii) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing; and (iv) regularly carrying

information security risk assessments that take account of risk of accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

8.2. An overview of Outbrain's appropriate technical and organizational security measures are described on Outbrain's Security page.

8.3. Upon becoming aware of a suspected or confirmed Personal Data Breach or Security Incident involving Outbrain User Data collected pursuant to this DSA, each party shall notify the other party without any undue delay, and provide such assistance as reasonably required to allow the other party to comply with its respective obligations under Data Protection Laws.

9. **PERSONNEL.** Each party shall be responsible for ensuring that staff members are appropriately trained to handle and process the Personal Data in accordance with their internal technical and organizational security measures, where relevant, together with Data Protection Laws, and have entered into confidentiality agreements relating to the processing of Personal Data.

10. **PROCESSORS – SERVICE PROVIDERS.** Each party shall remain independently responsible for appointing its respective Processors and/or Service Providers in accordance with Data Protection Laws.

11. **INTERNATIONAL TRANSFERS.**

11.1. Insofar as Personal Data is collected from End Users located within the territory of the EEA or the UK by either party during the course of the Agreement, neither party shall process any Personal Data (nor permit any Personal Data to be processed) in a country outside of the EEA or the UK unless: (i) that country has been designated by the European Commission or the ICO (as applicable) as providing an adequate level of protection for Personal Data; or (ii) it has taken such measures as necessary to ensure the transfer is compliant with EU Data Protection Laws.

11.2. The parties agree that for the purposes of any transfer of Personal Data from Partner to Outbrain collected within the EEA to the UK, the requirements of the clause above shall be fully satisfied by the UK Adequacy Decision.

11.3. Outbrain shall be responsible for the onward transfer of Personal Data from the UK to any third party country outside of the EEA as required by (a) the UK Adequacy Decision and/or (b) EU Data Protection Laws, as applicable.

11.4. Within its Affiliates, Outbrain has entered into adequate intragroup data sharing agreements including supplementary measures complying with all requirements of EU Data Protection Laws, which consist of (i) encryption in transit; (ii) pseudonymization; and (iii) not having received any legally binding request from a public authority, including judicial authorities, under the laws of the country of destination and not being aware of any direct access by public authorities.

11.5. In the event that the UK Adequacy Decision as the lawful ground for international transfers from the EEA to third party countries is no longer applicable, the parties agree that the Controller SCCs shall be incorporated by reference into this DSA and shall govern any international transfer of Personal Data outside of the EEA. For the purpose of the Controller SCCs, the parties fully agree that:

11.5.1. Partner is the "Data Exporter" and Outbrain, the "Data Importer";

11.5.2. Clause 7 "Docking clause" is deleted;

11.5.3. The OPTION under Clause 11 "Redress" is deleted;

11.5.4. Clause 17 "Governing Law" is completed with "Republic of Ireland"

11.5.5. Clause 18 (b) "Choice of forum and jurisdiction" is completed with "Dublin, Republic of Ireland";

11.5.6. Annex I to the Controller SCCs shall be deemed to have been completed with Annex I to this DSA; and

11.5.7. Annex II to the Controller SCCs shall be deemed to have been completed by Outbrain's Security page.

12. **TERM AND TERMINATION.** This DSA shall commence on the Effective Date and shall continue as long as the Partner uses the Technology.

13. **DATA RETENTION.** Outbrain shall not retain any individual data point collected in relation to the Technology for longer than 13 months, unless it constitutes anonymous data.

14. **MISCELLANEOUS.**

14.1. Neither party shall be in breach of this DSA nor liable for delay in performing, or failure to perform, any of its obligations under the Agreement if such delay or failure results from events, circumstances or causes beyond its reasonable control.

14.2. Failure or delay in exercising any right or remedy under this DSA shall not constitute a waiver of such (or any other) right or remedy under this DSA, the Agreement or Data Protection Laws.

14.3. Partner shall not assign or otherwise transfer its rights or its obligations under this Agreement, in whole or in part, without the prior written consent of Outbrain.

14.4. Except as expressly stated otherwise and to the extent applicable under Data Protection Laws, nothing in this DSA shall create or confer any rights or other benefits in favor of any person other than a party to this DSA.

14.5. The invalidity, illegality, or unenforceability of any term of this DSA shall not affect the remainder of the DSA.

14.6. This DSA shall be governed by the laws specified in the applicable Agreement.

ANNEX I

Description of Processing Activities

This Annex forms part of the DSA and describes the processing of Personal Data by Outbrain. When Section 11.5 of the DSA applies, Annex I to the Controller SCCs shall be deemed to have been completed with this Annex.

A. LIST OF PARTIES

Data Exporter:

Partner name, address and contact details as stated in the Order Form.

Activities relevant to the data transferred: Digital services or media delivered through a website or mobile application on which Partner has ownership and control.

Joint Controller (collection) and independent Controller (any other processing).

Data Importer:

Outbrain with address and contact details as stated in the Order Form.

Activities relevant to the data transferred: Digital advertising services.

Joint Controller (collection) and independent Controller (any other processing).

B. DESCRIPTION OF TRANSFER

Categories of Data Subjects whose Personal Data is transferred: End Users (Data Subjects who visit or use Partner Sites or interact with Outbrain on the Partner Sites(s)).

Categories of Personal Data transferred:

- Bid request unique identifier

- Outbrain unique identifier

- IP address

- User Agent data, browser and device type (desktop/mobile, brand, model, operating system and system version), application version, application ID or package name)

- Device advertising identifiers

- Pages, content visited and events

- Time of visit

- Broad location

- Device time zone

Sensitive data transferred: No Special Categories of Personal Data are transferred.

Frequency of the transfer: Real time, continuous basis.

Nature of the processing:

- Receiving data, including collection, accessing, retrieval, recording, and data entry;

- Holding data, including storage, organization and structuring;

- Using data, including analyzing, consultation, testing, automated decision making and profiling;

- Updating data, including correcting, adaptation, alteration, alignment and combination;

- Protecting data, including restricting, encrypting, and security testing;

- Sharing data, including disclosure, dissemination, allowing access or otherwise making available;

- Returning data to the Data Exporter or Data Subject;

- Erasing data, including destruction and deletion.

Purpose(s) of the data transfer and further processing: Digital advertising services, which include:

- Storing and/or accessing information on a device;

- Selecting basic ads;

- Creating a personalized ads profile;

- Selecting personalized ads;

- Creating a personalized content profile;

- Selecting personalized content;

- Measuring ad performance;

- Measuring content performance;

- Applying market research to generate audience insights;

- Developing and improving products;

- Ensuring security, preventing fraud and debugging; and

- Technically delivering ads or content.

Retention period: An individual data point is retained for no longer than 13 months.

Recipients: The subject matter, nature and duration can be found on the Outbrain Trusted Partners page.

C. COMPETENT SUPERVISORY AUTHORITY

In the UK: The Information Commissioner's Office.

In the EEA: The Supervisory Authority of the Member State of the Partner's Registered Address as stated in the Agreement, or, if not applicable, the Supervisory Authority of the Member State in which the Data Subjects whose Personal Data is transferred under this Agreement in relation to the Technology are located.