

VIDEO TERMS

The Video Terms (“**Video Terms**”) are incorporated by reference into the applicable SOW. To the extent of any conflict between the SOW and the Video Terms, the terms of the SOW shall prevail with respect to such integration.

1. DEFINITIONS.

- 1.1. “**CPM**” means the fixed price per every 1000 Viewable Video Impressions.
- 1.2. “**Video Content**” means any video Content provided by (i) Outbrain, (ii) Outbrain’s Content provider partners, (iii) Outbrain Buyer Partners, or (iv) by Partner.
- 1.3. “**OB Video Player**” means any type of integration of video player provided by Outbrain across the pages on Partner Site(s) for the dissemination of Video Content.
- 1.4. “**Outbrain Buyer Partners**” means all third parties but not limited to advertisers, agencies, demand side partners, and ad networks that Outbrain brings together to purchase ad space and place Video Advertising on the Partner Sites.
- 1.5. “**Video Advertising**” means any Content displayed through the Video Service where video is the main Content (e.g., Pre-Roll, Outstream, etc.)
- 1.6. “**Video Impression**” means each unique time Video Content begins to play on the Partner Sites through the Video Services and which Video Content Outbrain decides to serve.
- 1.7. “**Video Services**” means (i) any type of integration of video player provided by Outbrain across the pages on Partner Site(s); and / or (ii) the provision or facilitation of Video Advertising by Outbrain across the pages on Partner Site(s), including via Partner’s video player.
- 1.8. “**Viewable**” means viewability in accordance with the IAB definition for video viewability, as amended from time to time and as calculated by Outbrain.

2. VIDEO SERVICES.

The Video Services facilitate the placement of Video Content on the various spaces reserved for Video Advertising within the Partner Sites and the display of Video Advertising on the Partner’s Sites using standard display, rich media and video formats, including without limitation Video Content played before, during or after streaming video content (“In-Stream Formats”), and/or video content delivered into non-video content (“Outstream Formats”) using Outbrains’ proprietary formats or such other as Outbrain provides from time to time (“Outbrain Outstream Formats”).

3. INVENTORY REQUIREMENTS.

- 3.1. Partner agrees that the Video Content provided by Outbrain will be placed on all pages and on all traffic of the Partner Site(s) throughout the applicable SOW Term, unless otherwise agreed in the applicable SOW.
- 3.2. Partner shall be solely responsible for the development, maintenance and operation of the Partner Site’s, and all Video Content created by Partner.

- 3.3. Partner shall not implement the Outbrain Video Player or any Video Content provided by Outbrain on any page that auto refreshes (i.e. a pageview is not human-initiated). Any Video Impressions on such pages shall be deemed fraudulent and ineligible for compensation by Outbrain.
- 3.4. Partner represents and warrants that it has executed the most recent version of its Multiple Customer Management (MCM) Form and that Partner has and shall during the Term, comply with Google's Publisher Policy (as updated from time to time). Partner shall, on Outbrain's written request, provide Outbrain with the most recent version of its Multiple Customer Management (MCM) Form.
- 3.5. Outbrain may, or may require the Partner to, remove or suspend the Video Service on any Partner Site(s), due to, including but not limited to, Outbrain's Advertiser's performance and/or any brand safety issues. In addition, Outbrain may require, by providing written notice to (email shall suffice), that Partner move traffic from one Partner Site to another Partner Site subject to the Terms of this Agreement, based on the then applicable performance of the relevant sites. The Partner will comply with Outbrain's request within three (3) days from the date of receiving the notice.

4. GRANTING OF RIGHTS.

- 4.1. During the applicable SOW Term, Outbrain grants Partner the right to serve the OB Video Player on the Partner Site(s) and to display the Video Content to End Users, subject to the terms of the Agreement.
- 4.2. Partner acknowledges and agrees that it does not have any rights or title to any of the intellectual property rights contained in Video Content provided by Outbrain, except for the right to display such Video Content on the websites in accordance with this Agreement and Partner agrees that it will not use or alter Video Content provided by Outbrain for any other purpose.