



CRITEO SPECIFIC TERMS OF SERVICE

Commerce Max Service (C-Max)

These Criteo Specific Terms of Service are incorporated into the Agreement under which Criteo has agreed to provide Criteo Services to Partner. Specific terms described below will be applicable only to the Services selected by Partner.

Capitalized terms used but not defined in the Criteo Specific Terms of Service have the meaning given to them in the Criteo Umbrella Terms of Service.

1. Services Description

Commerce Max is an all-in-one demand-side platform (DSP) built for scale and powered by Criteo's leading retail media and programmatic capabilities. Commerce Max is a transparent, omnichannel technology platform that can be used to configure, optimize, and measure digital advertising campaigns to meet advertiser objectives.

This Service can be used to reach valuable audiences through i) on-site Ads on retailers' inventories (e.g., sponsored or display ads) and/or ii) off-site Ads across open internet programmatic inventory. For the sake of clarity, an off-site Ad can only be made based on retailer's data if it has been unlocked by the retailer for this inventory type and relevant territory.

Marketing strategy and associated Criteo set-up can be implemented at the campaign and line-item level.

Service can be made available by Criteo to Partner as managed-service, self-service, or a combination of both depending on availability of the different options and the current needs of the Partner.

2. Pricing and payment

To access the Criteo Platform (all Services included), Partner will pay Criteo Service Fees as defined below and detailed in the Order Form. These fees are the i) Demand Side Platform Fee and, if applicable, ii) Managed Service Fee, both calculated as a percentage of Working Media Spend.

- **Working Media Spend** is equivalent to the media cost payable to retailers or open internet publishers for the provision of their inventories to post the Ads. The budget outlined in the Order Form is inclusive of Service Fees.
- **Demand Side Platform Fee (or "DSP Fee")** will be payable to Criteo by Partner for use of Criteo Platform to create, manage, optimize, and report on campaigns.
- **Managed Service Fee** will be payable in addition to the DSP Fee to Criteo by Partner for campaign management services. This Fee only applies to campaigns for which the Partner utilizes Criteo's managed service, it shall not apply when Partner uses self-service mode.

Without prejudice to the foregoing, should Partner want to run off-site Ads, Partner will pay Criteo an additional Retailer Audience Data Fee to acquire retailer's audiences through the Criteo Platform.

- **Retailer Audience Data Fee.** The retailer will decide the cost of its audience data. This cost will be payable to Criteo by Partner. This Fee will be applied as a flat CPM rate chosen by the retailer or a fixed percentage applied to the cost of impressions bought by Partner, depending on the type of campaign Partner implemented in Criteo Platform.
- **Third-Party Technology Fees** may also apply if the use of a third-party solution provider is selected by the Partner, or on its behalf, during off-site Ads set up. These Fees will be charged to Partner by Criteo on a fixed CPM basis, unless otherwise agreed.



Partner can select between the different bid strategies made available by Criteo to meet its objectives and that can evolve over time at Criteo's discretion (e.g.: driving clicks).

Should Partner request additional professional services from Criteo (e.g., impact studies or set-up), these will be invoiced based on a flat-fee as priorly agreed between the Parties.

Criteo does not guarantee to meet the budget that is configured in the Criteo Platform or any other target (e.g., target cost of sales). Partner can optimize campaigns through a CPC or CPM controller. The "controller" feature allows Partner to balance costs and drive results. Partner can choose budget strategies (e.g., monthly or lifetime) and has the option to pace the budget evenly across the flight dates.

3. Additional terms

3.1. Termination for convenience: Each Party may terminate the Agreement at any time, without penalties or indemnities, by registered letter or email with acknowledged receipt and with five (5) business days prior notice. The suspension or termination of a campaign can be done by the Partner itself via its access to the Criteo Platform or, if requested by the Partner, by the Criteo teams. The prior notice period shall be invoiced to the Partner.

3.2. Ads display: Partner acknowledges and accepts that the Ads are displayed on the Criteo Network and that Criteo, or the relevant partner (as the case may be), has absolute discretion as to where and how often the Ads will be displayed and how priority is to be governed between different partners. In the event Partner notifies Criteo in writing that Ads are being displayed on media that do not comply with the supply partner guidelines, Criteo will promptly remove the Ads from such media.

3.3. Privacy: For the purpose of the provision of this Service by Criteo and the application of the Data Protection Agreement ("DPA"), the Service shall be considered as a Joint Controller Service (as defined in the DPA) and the Parties shall comply with the relevant provisions of the DPA (Sections I and II).

3.4. Contracting entities, governing law and jurisdiction: The Criteo entity that provides the Criteo Service under the Agreement shall depend upon the location of incorporation of the Partner.
