

The MediaGrid Standard Terms for Curators
Last Updated Date: October 27, 2022

1. Definitions

“Additional Services” means services that Grid may make available to the Curator from time to time (including via the Grid UI) that are in addition to the Services.

“Advertising” means digital material together with related code made available to the MediaGrid Platform by Media Buyers including but not limited to all content, trademarks, branding features and ‘look and feel’.

“Advertising Materials” means creative materials, active URLs and their related tags.

“Applicable Data Protection Law(s)” shall mean the EU General Data Protection Regulation (Regulation 2016/679) (the “GDPR”), the GDPR as it forms part of UK law by virtue of section 3 of the European Union (Withdrawal) Act 2018 (the “UK GDPR”) and the California Consumer Privacy Act of 2018 California Civil Code § 1798.100 et seq. (“California Consumer Privacy Act” or “CCPA”), together with any other laws applicable to the processing of Personal Data.

“Curated Media” is defined in the Term Sheet.

“Curated Media Cost” is defined in the Term Sheet.

“Curator” is defined in the Term Sheet.

“Data Processing Addendum” means the document located [here](#), that governs the processing and use of Personal Data by Grid and the Curator in connection with the Service.

“Deal ID” means a string of characters that is used to identify a package of Curated Media.

“Grid” means Criteo entity providing services to you.

“Grid Curator Agreement” or “Agreement” means the Term Sheet and these Standard Terms that together form a fully executed agreement between you and Grid.

“Grid Services” means the Grid Services that enables Curators to create and manage Curated Media and corresponding Deal ID’s that Curators can enable for sale to one or more Media Buyers and/or combine with third party data and/or other information with the intention of enhancing the value of the Media contained in such Curated Media and increasing the price that such Curated Media can be sold to Media Buyers.

“Grid Service Fee” means the amount payable by the Curator to Grid for providing the Grid Services as provided in the Term Sheet.

“Grid UI” means Grid’s proprietary user interface that enables Curators to create Media trading deals whereby Media can be made available and sold to Media Buyers in the form of Curated Media.

“Gross Curator Revenue” is defined in the Term Sheet.

“Infrastructure Charge” means the amount added by Grid to the Seller Media Cost where a Service Fee cannot be charged directly by Grid to each such Media Seller.

“Initial Term” is defined in the Term Sheet.

“Intellectual Property Rights” means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, trademarks, know-how, confidential information, trade secrets, patents, inventions and discoveries and all other rights (including moral rights) resulting from intellectual activity in the industrial, scientific, literary or artistic fields in each case whether registered or unregistered and including any pending applications for or rights to apply for any of the foregoing anywhere in the world.

“Media” means digital advertising units on Sites where Advertising can be displayed.

“Media Buyer” means a third party that wishes to buy Media through the MediaGrid Platform.

“Media Seller” means a third party that is connected to the MediaGrid Platform that has Media that it wishes to sell.

“MediaGrid Platform” means Grid’s proprietary online trading platform through which the Grid Services are provided and where Media Sellers can sell, and Media Buyers can buy Media through the operation of a dynamic, real-time exchange whereby Media is bought and sold.

“Net Curator Revenue” is defined in the Term Sheet.

“Non-Personal Data” means data that is not Personal Data.

“Personal Data” means information that allows the holder to identify a data subject and/or is considered to be ‘Personal Data’ by any Applicable Data Protection Law.

“Seller Media Cost” means the cost of Media sourced from Media Sellers plus any applicable charges related to the sourcing of that Media (such as but not limited to an Infrastructure Charge and/or other applicable service fees).

“Services” are defined in the Term Sheet.

“Site” means a website and/or other online locations made available to the MediaGrid Platform that are operated by or on behalf of a Media Seller or upon which a Media Seller has the right to display Advertising.

“Standard Terms” means these MediaGrid Standard Terms for Curators.

“Term Sheet” means a fully executed MediaGrid Curator term sheet between Grid and Curator that incorporates these Standard Terms.

2. Applicability

These Standard Terms relate to the sale of Media using the MediaGrid Platform, including use of the Grid UI and any Additional Services via the Grid UI, and together with the Term Sheet and the Data Processing Addendum constitutes the entire agreement between you and Grid relating to your use of the Services (unless expressly stated otherwise). Any contrary terms and conditions that you may have shall not apply to the Agreement.

3. Operation of the MediaGrid Platform

3.1 The Services allow the Curator to set up and manage packages of Media in the form of Curated Media that the Curator can make available to one or more Media Buyers to buy through the MediaGrid Platform. The Services may be combined with Additional Services that may be agreed between the parties from time to time. Upon selection by a Media Buyer of Curated Media that is available for sale via the Service, Grid shall procure delivery of the Media Buyer's Advertising for display on the Curated Media sold (the display of each item of Advertising, an "Impression").

3.2 Grid shall in relation to all Curated Media that is purchased by Media Buyers using the Services:

- (i) invoice and collect from Media Buyers the Curated Media Cost;
- (ii) pay Media Sellers the Seller Media Cost relating to the Curated Media sold, less any applicable fees; and
- (iii) pay the Curator the Net Curator Revenue.

4 Curator Obligations

4.1 You warrant, represent and confirm that:

4.1.1 all Deal ID's attributable to all Curated Media that you enable for sale using the Services are correct, accurately reflect the Curated Media that such Deal ID's relate to;

4.1.2 you will not provide any data (including data containing Personal Data) to the MediaGrid Platform unless you have the right to do so in accordance with all applicable laws (including but not limited to Applicable Data Protection Laws) and any agreements you have with third parties; and

4.1.3 where applicable, you have obtained all necessary consents from data subjects, in accordance with all Applicable Data Protection Laws, to provide personalized Advertising to such data subjects (including, but not limited to, express named consent on behalf of Grid) and will send Grid all information reasonably requested by Grid relating to the same (and as Grid may update from time to time).

4.2 You agree to observe Grid's online technical specifications and policies relating to the use of the Grid Platform (available [here](#)) as updated by Grid and advised to you from time to time.

4.3 You will provide Grid with an invoice each month for the Net Curator Revenue.

4.4 You agree to comply with the Data Processing Addendum (if Personal Data is shared between the parties) and hereby authorize Grid to use all Non-Personal Data that you provide to the MediaGrid Platform for its own purposes.

4.5 You agree to ensure that all provisions of the Agreement are complied with by both you and any third party that you authorise to access and use the Services on your behalf, including but not limited to use of the Grid UI. You will be directly liable to Grid for any act or omission by you or any such third party that is not in accordance with the Agreement.

4.6 You agree that if Grid, acting reasonably, believes that you do not comply with any obligations of this section 4 or the terms of an agreement with Grid and/or its corporate affiliate, Grid may immediately suspend your connection to the MediaGrid Platform (either with or without providing notice of this), until Grid is reasonably satisfied with your compliance.

5. Grid Obligations

5.1 Grid shall use all reasonable endeavours to ensure that Media Buyers ensure that their Advertising and the websites, goods and services that they promote

shall comply with the Grid Buy-Side Creative Policies (available [here](#)).

5.2 Grid shall use all reasonable endeavours to ensure that Media Sellers ensure that their Sites and everything displayed on their Sites shall

comply with the Grid Sell-Side Publisher Policies (available [here](#)).

5.3 Grid will help you set up your systems to operate with the MediaGrid Platform and provide you with reasonable support and guidance by email via support@themediagrid.com.

5.4 Grid will measure the delivery of the Advertising using Grid's reporting systems and will provide a monthly report that includes the applicable Grid Service Fee and the Net Curator Revenue payable to the Curator.

5.5 Grid shall comply with the Data Processing Addendum (if Personal Data is shared between the parties).

6. Payment for Net Curator Revenue

6.1 Grid shall pay you the Net Curator Revenue for all Curated Media that you sell using the Services as set out in the Term Sheet. You shall send Grid an invoice to Grid for such Net Curator Revenue monthly in arrears to the accounts.payable@themediagrid.com e-mail address. Such invoice shall be reduced by any amount that Grid may have previously overpaid and notified to you. Grid reserves the right to withhold payment of part of the Net Curator Revenue relating to Curated Media that Grid has not itself received payment for.

6.2 You are not entitled to set-off any amounts that you owe Grid against any amounts that Grid owes you unless we have accepted your claim or your claim has been found to be valid by a final court ruling.

6.3 Grid will measure the delivery of Advertising relating to Curated Media you sell using Grid's reporting systems and pay you accordingly. Grid reserves the right to use 'Media Rating Council' ("MRC") accredited technology or similar to measure the delivery of Advertising.

6.4 Refund-Eligible Deliverables: Grid may request (and the Curator shall repay to Grid) any Net Curator Revenue relating to any Impressions that are subsequently deemed by Media Buyers to be fraudulent, suspect in quality, or unusable according to such Media Buyers' or Grid's invalid traffic technology ("Refund-Eligible Deliverables").

7. Intellectual Property

7.1 Unless expressly stated in the Agreement, neither party will acquire any right, title or interest in any Intellectual Property Rights belonging to the other party or to the other party's licensors.

7.2 If Grid provides you with software and/or access to any Grid UI in connection with the Grid Services, Grid grants you a non-exclusive, non-sublicensable licence for use of that software and/or Grid UI. Such licence is for the sole purpose of allowing you to use and enjoy the benefit of the Grid Services. You may not copy, modify, distribute, sell or lease any part of the Grid Services,

including the software or Grid UI, nor may you reverse engineer or attempt to extract the source code of that software or Grid UI, unless laws prohibit such restrictions, or you have Grid's prior written permission to do this. You will not remove, obscure or alter any Grid Inc. copyright notice (if any), branding or other proprietary rights notices affixed to or contained within the Grid Services, MediaGrid Platform, Grid UI, software or related documentation.

7.3 Grid may use your company and/or trading name and related branding in Grid's presentations, marketing materials, customer lists and financial reports.

8. Use of Information

You hereby grant Grid all rights necessary to allow Grid to provide the Grid Services and to advise Grid and BIDSWITCH customers and prospective customers (including Media Buyers and Media Sellers) that you use the Grid Services.

9. Liabilities and Indemnities

9.1 You agree to indemnify, defend and hold harmless Grid, its affiliates, agents, Media Sellers and Media Buyers from and against any and all third-party claims and liabilities arising out of or related to your breach of any part of the Agreement. Media Sellers and Media Buyers that use the MediaGrid Platform and any direct or indirect, wholly or partly owned subsidiaries and/or holding companies of Grid are third-party beneficiaries of this indemnity.

9.2 Subject to 9.3, Grid agrees to indemnify you and hold you harmless against any and all third-party claims and liabilities arising out of or related to Grid's breach of any part of the Agreement.

9.3 Grid shall only be liable to you for voluntary or gross negligent acts or omissions. This limitation does not apply to any damages resulting from loss of life, harm to body or health or from violations of essential contractual obligations. For damages resulting from any breach of essential contractual obligations, Grid's liability to you is limited to typical foreseeable damages.

10. Representations, Warranties and Disclaimers

10.1 You represent and warrant that you have the full power and authority to agree to the Agreement.

10.2 Unless expressly stated in the Agreement, Grid does not make any promises about the Grid Services, including the MediaGrid Platform and Grid UI.

10.3. Grid will not be liable to the Curator for the content of any Site or any Advertising that the Grid UI may make available to Curator.

11. Compliance.

11.1 Each party warrants that neither it nor any affiliates, officers, directors, employees, and agents is the subject of any sanctions administered by any applicable sanction authority having jurisdiction over it.

11.2 Each party agrees to perform its obligations hereunder in compliance with all applicable laws and requirements relating to trade sanctions, foreign trade controls, export and re-export controls, non-proliferation, anti-terrorism, and similar laws, as well as with all applicable anti-corruption laws, anti-terrorist financing legislation, and anti-money laundering laws.

11.3 Each party ensures compliance with Criteo S.A.'s Code of Conduct available online.

12. Limitation of Liability

12.1 NOTHING IN THE AGREEMENT EXCLUDES OR LIMITS EITHER PARTY'S LIABILITY FOR (A) FRAUD OR FRAUDULENT MISREPRESENTATION; (B) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE; OR (C) ANYTHING WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

12.2 NEITHER PARTY SHALL HAVE ANY LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) UNDER OR IN CONNECTION WITH THE AGREEMENT FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSS (WHETHER SUCH LOSS WAS FORESEEABLE, KNOWN OR OTHERWISE).

12.3 EACH PARTIES' AGGREGATE LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE) UNDER OR IN CONNECTION WITH THE AGREEMENT SHALL NOT EXCEED THE NET AMOUNT PAYABLE BY GRID TO THE CURATOR IN ANY ROLLING 6 CALENDAR MONTH PERIOD ENDING THE DATE ON WHICH SUCH LIABILITY ARISES.

13. Assignment

You may not assign any rights or obligations that you may have under the Agreement to a third party unless this has first been agreed by Grid in writing. Grid may assign all or any of its rights and obligations under the Agreement to a wholly owned direct or indirect subsidiary or holding company of Grid.

14. Term, Cancellation and Termination

Either party may terminate the Agreement at any time after the Initial Term by giving at least one month's written notice of this to the other party in writing.

15. Governing Law and Jurisdiction

The Agreement shall be governed by the laws of England, without regard to its conflict of law provisions to the extent such principles or rules would require the application of the laws of any jurisdiction other than those of England, and the parties hereby submit to the non-exclusive jurisdiction of the English courts for the resolution of any dispute which may arise in connection with the Agreement.

16. Waiver

No forbearance, delay or indulgence by either party in enforcing the provisions of the Agreement shall prejudice or restrict the rights of that party, nor shall any waiver of its rights operate as a waiver of any subsequent breach, and no right, power or remedy conferred upon or reserved for either party under the Agreement is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

17. Notices

All notices under the Agreement must be in the English language, in writing and shall be sent to the address of the recipient set out in the Agreement or such other address as the recipient may designate by notice given in accordance with this section. Any such notice may be delivered personally or by first class pre-paid recorded delivery letter or facsimile transmission and shall be deemed to have been served (a) if by hand, when delivered, (b) if by courier service or registered mail, 72 hours after despatch, and (c) if by

facsimile transmission when despatched, in each case, with proof of sending/delivery (as the case may be) retained by the sending party.

18. No Partnership

Nothing in the Agreement and no action taken by the parties under the Agreement shall constitute or be deemed to constitute a partnership, association, joint venture or other co-operative entity or undertaking between the parties and neither party shall have any authority to bind the other in any way.

19. Entire Agreement

This Agreement supersedes all prior agreements, arrangements and undertakings between the parties, and constitutes the entire agreement between the parties, relating to the subject matter of the Agreement.

20. Severability

If the whole or any part of any provision of the Agreement is deemed to be illegal or unenforceable, remaining provisions of the Agreement and the remainder of the provision in question shall remain in full force and effect.

21. Representatives

Each party shall appoint a prime contact for the purposes of performing the Agreement as set out in the Term Sheet and may appoint a substitute or alternative individual by providing reasonable written notice of this to the other party.

22. Publicity

Except as provided in section 7.3 and section 8, each party shall keep the terms of the Agreement confidential and will not use the other party's name in any publicity, advertisement or other disclosure without the other party's prior written consent.

23. No Third Party Rights

A person who is not party to the Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 or any other substantially similar applicable laws to enforce any of the terms of the Agreement unless expressly stated otherwise herein.

24. Confidentiality

24.1 For the purposes of this Agreement, "Curator's Confidential Information" shall mean any data or information of any kind and in any format relating to the business, business processes, business logic, business strategy, products, games, customers or customer behaviour, revenues, know how, trade secrets or other information relating to the Curator which is not generally publicly available.

24.2 Grid shall not, except as expressly permitted in the Agreement or as required by law, or by subpoena, judicial or administrative order, without the prior written consent of the Curator: (a) communicate, or otherwise make available, the Curator's Confidential Information to any third party; or (b) use Curator's Confidential Information for any commercial, industrial or other purpose whatsoever other than the provision of the Grid Services or the Grid UI; or (c) copy, adapt, or otherwise reproduce the Curator's Confidential Information save as strictly necessary for the provision of the Grid Services under the Agreement.

25. Use of Name

You agree that Grid can use your company and/or trading name and related branding to advise other users and potential users of the Grid Service for marketing and promotional purposes relating to the Grid Service with your prior written consent.

26. Change of Terms

If Grid advises you of a change to the Standard Terms, you will have 7 days to consider the change before it shall be deemed to take effect, unless within such 7 days you advise Grid that you do not agree to the change. If you advise Grid that you do not agree to the change, you will be entitled to continue to use the Service for a period of 21 days from the date that you advise Grid of this, after which you must stop using the Service.

27. Integration

Notwithstanding any other provisions of the Agreement, Grid shall have no obligation to integrate your system(s) with the MediaGrid Platform, and Grid reserves the right to suspend (either temporarily or permanently) any integration process if you do not comply with Grid's reasonable requests and requirements relating to its integration.