CRITEO SPECIFIC TERMS OF SERVICE

Curation Service & Data Provision Service

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

The following Services may be used independently from each other by the Partner. The specific Service activated by the Partner is defined in each Order Form.

1.1. Curation Service

Partner can create, manage and make available packages of units on its own or third-party Digital Properties where an Ad can be displayed ("**Curated Media**"). Curated Media will be identified on Criteo Platform by a specific identifier ("**Deal ID**"). Partner can enable Deal ID for sale to one or more buyers who submit bids for Curated Media they wish to buy ("**Media Buyers**"). Partner can combine Curated Media with third and/or first-party data (variable CPM) and/or any other valuable information with the intention of enhancing the value of the Ads.

Partner shall use any Service Data received from Criteo strictly for the provision of the Curation Service. Partner will not, and will not allow any third party to, interfere with or use Service Data for any other purpose than creating Curated Media, including for analytics and/or measurement purposes. Partner shall not store Service Data for longer than strictly necessary for the provision of the requested Curation Service and, in any case, will delete Service Data in a maximum of 30 days from reception.

1.2. Data Provision Service

Partner can upload or otherwise make available data and assets such as audiences ("**Data**") for sale through Criteo Platform for a fee as set out in the Order Form ("**Data Fee**") to other partners, including Criteo, that wish to acquire and use the Data in their Curated Media ("**Data Buyers**").

Upon selection of Data by a Data Buyer, Criteo shall procure delivery of the Data and monitor its usage and charge a Data Fee to the Data Buyer.

Partner may be able to manage and restrict access to Data only to certain Data Buyers through the Criteo Platform.

Criteo will provide reporting in relation to the sale and usage of Data either offline or within the Criteo Platform.

Criteo retains the right, in its sole discretion, to remove Data in the Criteo Platform or restrict access to it.

2. Pricing and payment

Partner shall issue a monthly invoice to Criteo, based on the information communicated by Criteo, at the address set forth in the Order Form.

Criteo shall pay Partner as set out in the Order Form, based on relevant invoice. Criteo reserves the right to withhold any payment relating to Curated Media or Data that Criteo has not itself received payment for.

Criteo may request (and the Partner shall repay to Criteo) the respective portion of Curated Media or Data revenue relating to any Ad impression that is subsequently deemed by Media Buyers to be fraudulent, suspect in quality, or unusable according to such Media Buyers or Criteo's invalid traffic technology ("**Refund-Eligible Deliverables**"). Criteo may request a refund for Refund-Eligible Deliverables and the Partner will deduct such Refund-Eligible Deliverables from the next Partner invoice provided to Criteo at Partner's request. Criteo shall also be entitled to recoup any fee imposed by Media Buyers for inventory quality standards scanning purposes from Partner.

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 one (1) month 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. Liability cap: Each Party's aggregate liability under or in connection with the Agreement shall not exceed the net amount payable by Criteo to the Partner in any rolling six (6) calendar month period ending on the date of which such liability arises.

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 contracting entity is indicated on the Order Form. The applicable law and exclusive jurisdiction with respect to any dispute or matter arising out of or connected with the Agreement is set forth in the "Criteo contracting entities, governing law and jurisdiction" document depending on the location of the applicable contracting entity.

***