CRITEO SPECIFIC TERMS OF SERVICE

Commerce Yield Services

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

Any 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 Yield is a set of solutions for retailers and marketplaces that allows them to monetize their i) inventory across their entire ecosystem and ii) first-party data. Partner can leverage Commerce Yield to optimize monetization opportunities and generate demand with media budgets from advertisers, agencies and other buyers ("**Media Buyers**"), while delivering measurable performance and actionable insights.

More specifically, Commerce Yield is composed of the following components that can be used in part of or in full by Partner depending on the Partner's needs and eligibility (to be decided by Criteo in its sole discretion):

Commerce Yield Retail
• Commerce Yield Retail is a Platform designed for online retailers to allow them to monetize:
• <u>Retailer inventories</u>: to sell and to display onsite Ads on the retailer's owned Digital Properties across multiple formats (sponsored products, display including banners and video).
• <u>Retailer first-Party Data only</u>: to sell audiences for targeting purposes and measurement on offsite Ads. Offsite Ads are served on the Digital Properties of third-party media publishers across the open internet (outside the retailer's websites/apps).
• Onsite and Offsite Ads are displayed towards audiences selected by Media Buyers and created through Criteo Technology.
• Retailer can control delivery and pricing through a single integration and console.
• Commerce Yield Retail can be used by retailer based on different selling models: Criteo-sold, retailer-sold.
• If expressly authorized by retailer, Criteo may also enable third-party provider to access the Commerce Yield Retail Platform. Such third-party will access the retailer's inventory on behalf of a Media Buyer through an API into the Commerce Yield Retail Platform. For clarity, in this mode, Criteo is responsible for billing and payment with Criteo Media Buyers.
Commerce Yield Marketplace
• Commerce Yield Marketplace is a Platform designed for marketplaces allowing them to monetize their inventories and data to help small-to-medium online Media Buyers (mostly reseller marketplaces) scale demand and provide a unified view of digital monetization, leveraging websites and apps for sponsored products Ads, sponsored brand Ads and offsite Ads.
• Commerce Yield Marketplace can be used by marketplace based on a marketplace-sold model and includes a white-labelled self-service platform for Media Buyers allowing for self-service campaign setup and management.

The scope of Criteo Services can be further described in the applicable Order Form.

2. Pricing and payment

To access the Criteo Platform and benefit from selected Criteo Services, Partner will pay Criteo fees as detailed in the applicable Order Form.

If applicable, Criteo will pay Partner the total amount for its inventories and/or data purchased by Criteo Media Buyers using the Services during the month, or any other agreed amount, as set out in the Order Form. Criteo reserves itself the right to i) deduce any Criteo fee from the sums payable to Partner and ii) withhold payment until it has been paid from Criteo Media Buyers itself.

Criteo will make its best efforts, in a commercially reasonable manner, to collect the amounts owed by the Media Buyers and will inform Partner of any payment defaults. Criteo must be able to provide Partner with proof of the steps it has taken in this regard if Partner requires it. However, Criteo will have no obligation to pay Partner in case of Media Buyers insolvency or similar legal procedures. Partner will make commercially reasonable efforts to collaborate on mutually agreeable collections solutions.

3. Additional terms

3.1. Termination: Unless otherwise agreed, the initial term of this Agreement shall begin as of the date of the Order Form and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect for the initial time period specified on the Order Form (the "**Initial Term**"). This Agreement will automatically renew for additional successive one (1) year terms unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

3.2. Exclusivity: Partner hereby agrees that Criteo shall be the exclusive provider of Sponsored Products and Onsite Display Ads for all existing and future formats and for the whole duration of the Term:

- "**Sponsored Products**" Ads are specific products or services promoted in a native placement on search results or other relevant pages.
- "**Onsite Display**" refers to visual Ad formats that are displayed directly in various pages on Partner Digital Properties. These formats include commerce display (mixing branding asset and specific products) and/or IAB standard banner Ads sold to Media Buyers.

3.3. Digitals Properties obligations: Partner shall not modify or update the architecture of its Digital Properties in a manner that degrades the visibility of Ads as initially agreed upon during the implementation, without the prior approval of Criteo.

3.4. Confidentiality: Notwithstanding confidentiality provisions in the Agreement, Criteo may disclose to its Media Buyers the fact that Partner and its Digital Properties are part of the Criteo Network and Criteo shall have the right to share certain Partner level information in a transparent manner concerning Criteo's buying activities through the Criteo Services (such as clicks, conversions and impressions) with the applicable Media Buyer whose Ads were displayed, so long as such disclosure is in compliance with applicable laws and regulations.

3.5. Interaction with Media Buyers: When Partner is in charge of contracting Media Buyers, Partner is solely responsible for the relationship with Media Buyers. Partner agrees that Criteo will not be responsible for any liability incurred as the result of such interactions. If applicable for a specific Service, Partner is solely responsible for ensuring its own terms and conditions or policies with Media Buyers are uploaded and maintained in the Platform.

3.6. Privacy: For the purpose of the provision of these Services by Criteo and the application of the Data Protection Agreement ("DPA"), the Services 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), with the exception of Commerce Yield Marketplace for which Criteo shall be considered as processor (DPA, Sections I and III).

3.7. 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.

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