

TERMS AND CONDITIONS OF STRÖER SSP GMBH

A. GENERAL TERMS

1. Scope; Future application

1.1 The following Terms and Conditions apply to the use of the platform stroeer.de/ssp (hereinafter called the “Platform”) of Ströer SSP GmbH (hereinafter called “Ströer SSP”) and for the marketing of online advertisement between website operators (Publishers) and advertising customers (Advertisers) (hereinafter jointly called “Users”). The General Provisions (see section A) apply to all Users, the Special Provisions For Website Operators (Publishers) (see section B) and the Special Provisions for Advertising Customers (Advertisers) (see section C) only apply to Publishers resp. Advertisers. The Special Provisions for Real Time Bidding (RTB) (see section D) apply to Publisher and Advertisers where they participate in the RTB process.

1.2 Ströer SSP reserves the right to amend these Terms and Conditions and all other contract-relevant documents, with effect for the future. In this case, Ströer SSP will notify all registered Users in advance of the amendment(s). The amendments are deemed to be accepted if the User does not object to them within four weeks of the notification of the amendment or if the services are used before this date without objection. If the User objects to an amendment, Ströer SSP has the right to terminate the contractual relationship.

1.3 Conflicting terms and conditions of the User are not accepted, even if Ströer SSP has not rejected them in a particular case. Any statements of a User which deviate from or supplement the service descriptions or input options on the Platform are not valid, even if Ströer SSP has not rejected them in a particular case. Nothing herein shall prejudice validly agreed individual covenants in any case.

2. Conclusion of contract; User account

2.1 Only businesspersons or entities as per Section 14, BGB [German Civil Code] with full legal capacity may use the service.

2.2 The User is obliged to provide true, precise, up-to-date and complete information in accordance with the specifications of the registration form. Furthermore, the User is obliged to keep its data on the member account up-to-date and correct at all times.

2.3 The agreement between the User and Ströer SSP concerning the use of the Platform only comes into effect once the registration has been confirmed by Ströer SSP. The User has no right to be accepted, Ströer SSP can reject the registration without stating a reason.

2.4 The User is aware that it can be sent legally effective statements (e. g. confirmation e-mails, amendments to the Terms and Conditions or other messages) by e-mail. These are deemed to be received once they can be accessed under normal circumstances in the inbox of the User on the Platform or in the e-mail inbox that the User stated during the registration process.

2.5 After registration, each User receives a User account for the Platform. This comprises the User’s data from the registration process as well as data required for the use of the Platform and the processing of the payment transactions. The User account cannot be transferred or inherited.

3. Legal relationships; Services of Ströer SSP; Auctions; Volume agreements

3.1 Ströer SSP runs a real-time marketplace for online advertising, on which the website operator (Publisher) can place offers for the placement of adverts, and advertising customers (Advertisers) can place offers for the inclusion of their adverts in the database of Ströer SSP. Ströer SSP also performs the placing of online adverts and processing of the advertisement as well as adserving for the Users.

“Publisher Site” shall mean every internet website registered by the Publisher for participation in Ströer SSP. “Inventory” shall mean any area on a website registered by a Publisher and available for the placing of online adverts. Publishers and Advertisers will provide certain information about their Inventory or booking preferences in the system (the Publisher, for example, specifies: Inventory information, suggested list/catalogue price, Minimum Publisher Price / net CPM/CPC; and the Advertiser specifies, for instance: the desired inventory or category of inventory, adverts (trxt, adserver tags, graphics or videos), placement period, budget, Maximum Advertiser CPM/CPC).

On the basis of the Users settings for Inventory or bookings as well as further parameters (e.g. the currently available offer and demand, technical costs, payment costs and the Ströer SSP margin) Ströer SSP deploys a real-time model to automatically and continually calculate the purchase and sale prices of Ströer SSP for Inventory in the system.

In its performance of these activities, Ströer SSP is a contractual partner of the Publisher and the Advertiser resp. in Ströer SSP's own name and on its own account. There are no contractual relationships between the Advertiser and Publisher and there are also none brokered by Ströer SSP, furthermore Ströer SSP does not act for the Publisher and/or Advertiser as an advisor, agent, trustee, proxy or similar. The contracts between Ströer SSP and the Publishers as well as between Ströer SSP and Advertisers are contracts sui generis, governed by these Terms and Conditions. If terms such as purchase or sale prices are used, they are only for illustration purposes and do not constitute a reference to statutory provisions for the sale of goods.

3.2 The advert marketing process is either based on the Auction Procedure or on Volume Agreements on the basis of ad-impressions (AIs) or cost-per-click (CPC):

3.2.1 In the Auction Procedure, the Advertiser shall determine either the maximum price per 1000 impressions (CPM) or the maximum price per click (CPC) (respectively the “Maximum Bid”) for the placing of adverts on the Publisher Sites marketed by Ströer SSP as well as further specifications for its campaign such as the maximum daily budget (daily limit) or other limits as per the Platform's settings.

If only one Advertiser has submitted a bid for certain adrequest and the Publisher has approved the campaign, then such adrequests shall be awarded to said Advertiser. If there are bids from several Advertisers for the same adrequest, the adrequest is normally awarded to the highest-bidding Advertiser. Ströer SSP, however, reserves the right to also award the adrequests according to criteria other than the offered price, in particular, the criterion of prospective performance for the Publisher (e.g. click ratio).

The Advertiser receives such adrequests as long as it is made available to Ströer SSP by the Publisher, and until (i) a higher bid has been placed by another Advertiser for the same Inventory or (ii) an applicable daily limit or other limit (e. g. limits for other time periods or the campaign budget) is reached. Thereafter the advertisement of the second-highest, third-

highest etc. Advertiser is placed on such adrequests according to the same principles. This procedure applies mutatis mutandis where awarding criteria other than the bidding price are drawn upon, as soon as another Advertiser meets these criteria better.

3.2.2 In the event of Volume Agreements, the fixed price conditions (e.g. based on impressions, term, format and price) agreed between the Publisher or Advertiser resp. and Ströer SSP apply.

4. General obligations of the Users

4.1 Any User must ensure that his account is only accessed by the User and, in particular, must keep the password secret for this purpose. The owner of a user account is fully responsible for all activities, which are performed using his account.

4.2 When participating, Users must observe the technical requirements and specifications of Ströer SSP for advertising content and advert placements (hereinafter called "Technical Provisions").

4.3 The User is obliged to operate its systems and software so that neither the safety, nor integrity nor availability of the systems which Ströer SSP uses to perform its services is affected. Ströer SSP is permitted to carry out measures (e. g. access blocks), which are required to secure the system integrity of the systems of Ströer SSP or third parties.

5. Availability of Ströer SSP

5.1 The availability of Ströer SSP's service is 97% on an annual basis. The availability is calculated using the ratio of the actual time (AT) to the target time (TT): $AV(\%) = (AT/TT) * 100$. The actual time is the time period in which the system is actually available at the router output of the computer center.

5.2 The following times are not included in the target time: necessary maintenance times and interruptions for offline back-ups (to a reasonable degree) as well as interruptions due to force majeure or other causes which Ströer SSP cannot prevent, such as emergency measures to prevent massive virus outbreak.

5.3 Ströer SSP assumes no guarantee for the performance of third party ad servers, if the Advertiser stores the advertising media at third party facilities and not on an ad server of Ströer SSP.

6. Invoicing and Payment Terms

6.1 Invoices are issued by Ströer SSP to the User exclusively in electronic form. Amounts are understood - unless stated otherwise or VAT is not applicable under applicable laws - plus German VAT.

6.2 Ströer SSP delivers invoices and accountings to the User in the respective User account. The reporting on which the accounting is based is exclusively carried out in the statistics section of the User account.

6.3 If, in the course of payment, there is a return debit note or incorrect transfer caused by the User, the User must pay the additional incurred costs of EUR 10, unless the User can prove the damage caused incurred less costs.

7. Closing the User account; End of the advertising contract

7.1 Each User is permitted to terminate the contractual relationship with Ströer SSP at any time, without cause, by deleting his User account or sending notice in written form. Ströer SSP can terminate the contractual relationship with a term of two weeks without cause.

7.2 Ströer SSP can terminate the contractual relationship without notice,

- if the Advertiser is in default on payment of an Ströer SSP advertising service that it has used, or
- if proceedings to declare bankruptcy have been initiated against the User or insolvency proceedings have been opened for his assets, unless the User provides sufficient security or
- if the User breaches his obligations under this User agreement and does not provide redress on time despite a notice by Ströer SSP with a suitable deadline. Notice is not required if it cannot reasonably be expected that the breach will be cured or if the breach is so severe that it is unreasonable for Ströer SSP to be further bound by the contract. The severity of the breach can also result from the fact that the User has already been put on notice several times for a similar breach.

7.3 The right of each party to terminate the contract for good cause as well as any legal right of withdrawal under consumer protection law, if applicable, remain unaffected.

7.4 Any advertisement services already placed and performed remain unaffected by the termination of the contractual relationship. Termination of the contractual relationship cancels all open advertising contracts. In the case of termination without cause, Volume Agreements only end after the expiry of the agreed term; if the agreed volume has not been delivered by this time, they continue until complete delivery, regardless of clause 7.3. The obligation to pay any liabilities already incurred by the User to Ströer SSP remains unaffected by the ending of the contract.

8. Liability of Ströer SSP

8.1 Ströer SSP is liable for damage suffered by the User, which Ströer SSP, its legal representatives, executives or vicarious agents have caused willfully or with gross negligence.

8.2 Regardless of the degree of fault, Ströer SSP is liable for damage, which is incurred by the breach of an obligation by a person or entity as referred to in clause 8.1, which are essential for the achievement of the contractual purpose (essential obligation) as well as in case of a fraudulent misrepresentation. In the same manner, Ströer SSP is also liable, regardless of the degree of fault, if the damage concerns a breach of a guarantee assumed by Ströer SSP or organizational negligence.

8.3 Compensation claims of the User due to injury to life, body or health are unaffected by this, if they concern the breach of an obligation by Ströer SSP or a person or entity as referred to in clause 8.1.

8.4 In all cases other than those stated in 8.1 to 8.3, the liability of Ströer SSP – regardless of its legal basis – is excluded. Compensation claims against Ströer SSP expire 12 months from their emergence, unless they are based on tort or intentional acts.

8.5 Except for the cases of liability set out in 8.1 and 8.3, non-excluded compensation claims are limited to the foreseeable, contract-typical damage. In case of default they amount to a maximum of 5% of the order value.

9. Responsibility for content; Liability release by the User

9.1 Ströer SSP merely provides the technical infrastructure for the placement of online adverts and is not responsible for the content of the adverts of the participating Advertisers or content of the Publishers in the online content surrounding the advertising spaces, and in particular not for internet pages registered for participation with Ströer SSP.

9.2 Ströer SSP generally does not review the content stated in 9.1 and is also not obliged to do so, although Ströer SSP is permitted to do so at its discretion.

9.3 The User shall release Ströer SSP, companies associated with Ströer SSP as well as employees, staff, representatives, shareholders and vicarious agents of Ströer SSP and/or companies associated with Ströer SSP at first request and shall hold them free from claims or demands of any kind which are asserted by the User in connection with content and/or information which the User saves, publishes and/or transfers, or from the use or violation of these Terms and Conditions or rights of third parties. This also covers, where applicable, suitable legal and attorney costs and in particular applies to content in the marketed advertising forms and content in the marketed offers.

10. Applicable law; Place of jurisdiction; Severability clause; Written form requirement

10.1 German law shall apply under the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

10.2 The place of performance and exclusive place of jurisdiction is, provided legally permitted, Munich.

10.3 There are no verbal or written subsidiary agreements. All modifications to this contract must be made in writing. This shall also apply to any amendment or repeal of this written-form clause.

10.4 If individual provisions of this agreement are or become partially or fully invalid, the rest of the contract remains valid. In case a provision is invalid, the contractual partners shall agree a legally-valid replacement provision which comes as close as possible to the commercial aim of the original. The same shall apply for gaps in regulations.

10.5 If written form is mentioned within the scope of these Terms and Conditions, this concerns text form as per Section 126 b, BGB [German Civil Code]

B. SPECIAL TERMS FOR PUBLISHERS

11. Legal Status

The Publisher offers certain Inventory on Ströer SSP's Platform by registering web pages. Ströer SSP can accept this offer by providing a corresponding confirmation or by placing adverts on such Inventory, provided the Publisher has approved the respective advertisement/campaign of an Advertiser and certain conditions (e.g. the Minimum Publisher Price/net CPM) for the marketing of its Inventory, which have been calculated by Ströer SSP and submitted to the Publisher for approval.

The only binding prices in the relationship between the Publisher and Ströer SSP are the Minimum Publisher Price/net CPM/CPC confirmed by the Publisher or the prices agreed in a Volume Agreement (see 14.3 or 14.4 and 16). Other details (such as the Publisher's recommended list price for his Inventory) which the Publisher has entered, or which it is shown in the system, are not binding, but merely serve, for example, to choose the advertising placements which Ströer SSP recommends to the Publisher or Advertiser.

By the placement of the respective advert, Ströer SSP acquires the adrequests at the prices and conditions agreed via the Platform and which from these Terms and Conditions.

12. No Guarantee for Advertising Content by Ströer SSP

Ströer SSP assumes no guarantee for the functioning or the content of the advertising content provided by the Advertiser, which is associated with the Publisher Site. Ströer SSP also assumes no guarantee that the displayed advertising links have a contextual or other connection with the participating internet page of the Publisher.

13. Responsibility of the Publisher; Support of Tracking/Targeting

13.1 The Publisher is responsible for the content and the availability of its website and must check its web pages regularly. The Publisher guarantees the availability of its participating web pages as per clause 5 of these Terms and Conditions.

13.2 The Publisher must ensure that the Inventory it offers meets the technical requirements of Ströer SSP, thus ensuring that Ströer SSP is able to serve the registered Inventory with adverts and to collect the access figures (so called "tracking") necessary for the processing and invoicing of the advertising service. This applies according to any targeting technology used by Ströer SSP or Advertisers. Ströer SSP will provide information on these technical requirements, e. g. in the description of the respective campaign.

14. Approval of the Advert by the Publisher; Advert Placement Obligation; Exceptions

14.1 Ströer SSP will only place an advert/campaign of an Advertiser on Inventory of a Publisher which has been approved for such Inventory by the Publisher. If no bids for a particular Inventory registered by the Publisher exist, Ströer SSP may occupy the vacant Inventory free-of-charge with advertisement for Ströer SSP, unless the Publisher rejects this in written form.

14.2 The Publisher is obliged to publish the advert it has approved, where applicable with an Ströer SSP logo on the Inventory it has registered for participation in Ströer SSP at the conditions specified by Ströer SSP, unless set out otherwise below.

14.3 In the auction procedure, the Publisher is only obliged to place the advert offered by Ströer SSP if Ströer SSP at least offers the minimum Publisher price/net CPM/CPC, which may be stated by the Publisher for the Inventory in question.

14.4 If the Publisher agrees to a fixed volume agreement, Publisher is obliged to provide the corresponding ad impressions on the agreed Inventory / in the agreed format. If the volume cannot be fully delivered within the agreed time period, then the time period shall be extended until the delivery has been completed in full.

14.5 The Publisher is allowed to use the HTML code provided by Ströer SSP exclusively on the stated URL and in the environment it has stated and described. The Publisher receives no remuneration for the misuse of the HTML code (i) on websites it was not intended for or (ii) in another advertising environment than the one stated. Furthermore, compensation claims of Ströer SSP against the Publisher remain unaffected by this.

14.6 The Publisher is not permitted to edit or change the HTML code provided by Ströer SSP or to remove or modify in any way the tracking tags integrated in the code.

15. Guarantee of Power of Disposal; Tests and Optimization

15.1 The Publisher guarantees that it is authorized to market the Inventory registered on the Platform and can freely dispose of the Inventory.

15.2 To review and optimize the performance and profits, Ströer SSP is permitted to use the necessary, suitable number of ad impressions on the registered Inventory free-of-charge and exclusively for this purpose.

16. Remuneration of the Publisher

16.1 The Publisher shall receive the respectively agreed advertising remuneration (see clauses 3 and 11). In the Auction Procedure, his remuneration is not less than the applicable Minimum Publisher price/net CPM/CPC for the respective advertising placement. If Advertisers outbid each other for Publisher's Inventory, this may result in a higher remuneration for the Publisher, depending on the prices calculated in the system (see 3.1) which the Publisher is notified of promptly in the reporting for its Inventory.

16.2 The remuneration claim of the Publisher against Ströer SSP for an advert placement is conditioned upon the sale by Ströer SSP of this advert placement to an Advertiser and the payment of any resulting fees by Advertiser to Ströer SSP in full.

16.3 The advertising remuneration credit of the Publisher at the end of each calendar month is paid 40 days after the end of the month to the Publisher's bank account stated in his User account. If the advertising remuneration credit does not amount to 100 Euros, Ströer SSP is permitted to not pay it immediately, but to carry it on to the next payment deadline. If the advertising remuneration credit to be paid is less than 20 Euros, Ströer SSP can deduct a processing fee of 5 Euros, provided the Publisher does not prove that lower costs were incurred.

16.4 Ströer SSP shall transfer the payments to the Publisher to the bank account stated in the User account.

17. Illegal practices; Prohibited advertising environment

17.1 The Publisher is not permitted, either itself or through third parties

- to create direct or indirect requests on an advert provided by Ströer SSP, a link or page impressions, in particular by repeat manual clicking or the use of automatic program operations (e. g. "Robots", "forced clicks", etc.), or
- to filter and/or modify the information provided by Ströer SSP or
- to minimize the information provided by Ströer SSP or to limit or prevent the full reproduction of the advertisements.

17.2 The Publisher is not allowed to register Inventory with Ströer SSP, if the participating internet page

- directly contains violence-glorifying, war-glorifying, erotic, pornographic, racially-inciting or inhumane content or
- symbols of unconstitutional organizations
- or any other illegal content, or if the internal pages contain hyperlinks to other pages with this content.

Furthermore, the following environments are not permitted:

- Paid mailers, i.e. advertising mailers who pay the recipient;
- Banner farms, i.e. pages which almost exclusively consist of a collection of advertising banners;
- IP traffic, i.e. automatically created page impressions;
- Dialers, adware or spyware; □ Software sharing sites.

17.3 Websites, on which Inventory is provided, must comply with the applicable legal provisions, in particular the information required by the TMG [German Teleservices Act] (so-called imprint). The same applies to the manner in which the advertising material is placed.

17.4 Websites, on which advertising material is placed and the manner of the placement must also not damage the reputation or respectability of the brand or the business operations of the advertising customer.

17.5 The Publisher must ensure that the URL of the advertising customer becomes visible in the address line after a visitor clicks on the advert. The framing of the target site within partner websites is not permitted.

17.6 If the Publisher culpably violates the ban on illegal practices (clauses 17.1 to 17.5), the Publisher's corresponding advertising remuneration claim is cancelled without substitution as per clause 16, unless the Publisher can prove less damage has occurred. In case of justified suspicion of culpable violations of the ban on illegal practices (clauses 17.1 to 17.5) by the Publisher, Ströer SSP has

the right to withhold the corresponding advertising remuneration until the matter is clarified, unless the Publisher provides a security in the same amount. In addition, the Publisher is obliged to remove advertising material within 24 hours, namely to remove the HTML code from its website, if it is requested to do so by Ströer SSP due to its own culpable action.

17.7 Clause 17.6 also applies correspondingly for the avoidance of illegal practices.

C. SPECIAL TERMS FOR ADVERTISERS

18. Legal status; No assurances

The Advertiser and Ströer SSP agree, by inserting the advert on the Platform and entering the requested information, e. g. the maximum bids and limits, as well as the determination of Inventories or categories (see clause 3) in the system, to the publishing of this advertising content by Ströer SSP on certain Inventories, which Ströer SSP is offered by Publishers on the Platform and provided these Inventories have been approved by the respective Publisher for the Advertiser's advertising content. In return Ströer SSP receives the remuneration agreed between Ströer SSP and the Advertiser, the amount of which is calculated under consideration of the parameters from the auction stated by the Advertiser on the Platform or from a fixed volume agreement. Ströer SSP's obligation to place adverts ends upon the expiry of the agreed campaign period, and, where applicable, even earlier, if the specified budget is used up.

Above and beyond explicit statements made, Ströer SSP gives Advertisers no qualitative or quantitative assurances or specifications about the supplied Inventory, their advertising value or how much a Publisher is paid for a particular Inventory. By providing its information, the Advertiser decides, on its own responsibility, on which Inventories it places the advert.

19. Responsibility of the Advertiser; Warranting of rights

19.1 The Advertiser is fully responsible for technical functioning and content of the adverts used by Ströer SSP or on the Inventories provided by Ströer SSP.

19.2 Due to the uploading, linking or entering of the advert on the Platform, the Advertiser guarantees that the content of the advert does not violate the applicable law in the distribution area of the Platform, in particular Germany and the European Union, and that it is free to dispose of all rights of the advert required to fulfill this contract to the extent necessary, in particular intellectual property rights, copyrights, trademarks and/or personal rights and that no opposing rights of third parties exist.

20. Illegal advertising content

The Advertiser is not allowed to upload, link or enter any advert at Ströer SSP, which

- does not clearly show that it is an advert (e. g. identification as an "advert") or

- directly contains violence-glorifying, war-glorifying, pornographic, racially-inciting or inhumane content or
- symbols of unconstitutional organizations
- or any other illegal content, or if the internal pages contain a hyperlink to other pages with said content.

21. Limited License

By uploading, linking or entering the advert on the Platform, the Advertiser grants Ströer SSP and the Publisher a non-exclusive and worldwide right of use for the advertising content for the agreed period of the advert placement.

22. Obligation to pay Remuneration; Due date

22.1 The Advertiser has to pay the applicable advertising fee to Ströer SSP for the advertising services used. This fee is calculated, depending on the agreed model (see clause 3.2), either directly according to the terms of the Volume Agreement or, in the case of the Auction Procedure, as stated below:

- If only one Advertiser has placed a bid for certain adrequest, such Advertiser is awarded the Inventory for the list price stated in the system for such Inventory plus EUR 0.01, if its maximum bid reaches or exceeds the list price stated in the system plus EUR 0.01.
- If there are bids from several Advertisers for certain Inventory, whose maximum bids have reached or exceeded the list price stated in the system plus EUR 0.01, the Advertiser which is awarded the Inventory (see clause 3.2.1) owes the maximum bid of the other Advertiser it overbid, plus EUR 0.01 for the placement of the advert.
- If the maximum bid of an Advertiser is below the list price stated in the system, then this Advertiser still receives the Inventory for its maximum bid, if Ströer SSP has calculated a price below the list price stated in the system for this Inventory for the Advertiser and its advert/campaign (e. g. because the Publisher has reduced its minimum price/net CPM/CPC for this advertising space).

In no event, the Advertiser is charged more than its maximum bid for the awarded Inventory and under no circumstances there are there further charges, if the stated limits of the Advertiser are reached.

The Advertiser can change the future placement of its advert by altering the parameters it has entered (e. g. selected Inventory, maximum bids), to optimize its campaign.

22.2 The advertising fee per the Auction Procedure pursuant to clause 3.2.1 is charged to the Advertiser and is due for payment when one of the following events occurs: □

Unsettled fees amount to at least EUR 50 or

- the end of a calendar month is reached.

22.3 The advertising fee for volume agreements as per 3.2.2 is invoiced and is due for payment as soon as the advert is placed.

22.4 Ströer SSP is allowed to obtain the payments to be made by the Advertiser by debiting the bank account or by charging the credit card specified in the Advertisers User Account.

22.5 To ensure proper payment, Ströer SSP reserves the right to perform a credit check of the Advertiser.

23. Agency bookings; Right to Postpone

23.1 If agreed, agency commission at the agreed amount is granted for agency bookings to for proven agency work and invoice handling,.

23.2 If placement periods have been agreed, Ströer SSP has a right to postpone, if media was not fully delivered on the booked Inventory during the agreed period. The duration of the right to postpone corresponds to the original placement period, for example with a placement period of 14 days Ströer SSP can still perform the service during 14 days following the original placement period.

D. SPECIAL TERMS FOR REAL-TIME-BIDDING (RTB)

24. Scope, Precedence

24.1 The provisions of this section D shall apply in addition to other applicable provisions of these Terms and Conditions to the marketing of online advertisement in the Real-Time-Bidding („RTB“) process. Where the following provisions conflict with the General Provisions (see section A), the Special Provisions for Publishers (see section B) and/or the Special Provisions for Advertisers (see section C), the provisions of this section D shall prevail.

24.2 The RTB process involves a distinct auction procedure, including agreement on prices/remuneration, for the marketing of Inventory on the basis of single AdImpressions through a real-time API, which Ströer SSP operates for Advertisers admitted to the RTB process.

25. Special Provisions for Publishers

25.1 By selecting the appropriate settings in his user account, the Publisher may offer Inventory for optional marketing in the RTB process. In the event, Ströer SSP has the right, but no obligation to market the Inventory in the RTB process.

25.2 Notwithstanding clause 14.1, the RTB marketing of Inventory involves the placement of the advert without prior approval by the Publisher.

25.3 If not stated otherwise herein, the provisions of this section D the provisions for the general Auction Procedure shall apply. In particular, the Minimum Publisher Price / net CPM/CPC as entered by the Publisher for certain Inventory shall apply (converted into the price of one single AdImpression) for the RTB process.

26. Special Provisions for Advertisers

26.1 Notwithstanding clauses 3.2 und 22 the following provisions shall apply.

26.2 As part of the RTB process and in an automated procedure through a real-time API, Ströer SSP may request Advertisers to place an offer, including the price offered by Advertiser, (RTB-Bid) for single AdImpressions on certain Inventory marketed by Ströer SSP (RTB-Bid-Request). Ströer SSP shall have not obligation to issue RTB-Bid-Requests and/or accept RTB-Bids.

26.3 Advertiser shall pay the applicable advertising remuneration to Ströer SSP for the advertising serves used. This fee is calculated, in the RTB process as following, per the RTB auction model:

26.3.1 If, during the RTB auction period for the respective AdImpression, only one Advertiser has placed an RTBBid for such AdImpression and such RTB-Bid is higher than (i) the Minimum Price / net CPM/CPC (converted into the price of one single AdImpression) for such AdImpression set in the system and (ii) the highest price (converted into the price of one single AdImpression) offered for the respective Inventory in the general Auction Procedure (see clauses 3.2.1 and 22.1) or under a Volume Agreement (see clause 3.2.2) by another Advertiser at the end of the RTB auction period, such Advertiser shall be awarded the AdImpression.

26.3.2 If, during the RTB auction period for the respective AdImpression, more than one Advertiser have placed an RTB-Bids for such AdImpression and such RTB-Bids are higher than (i) the Minimum Price / net CPT/CPC (converted into the price of one single AdImpression) for such AdImpression set in the system and (ii) the highest price (converted into the price of one single AdImpression) offered for the respective Inventory in the general Auction Procedure (see clauses 3.2.1 and 22.1) or under a Volume Agreement (see clause 3.2.2) by another Advertiser at the end of the RTB auction period, the Advertiser shall be awarded the AdImpression, who offers the highest RTB-Bid at the end of the RTB auction period.

26.3.3 Where neither 26.3.1 nor 26.3.2 apply, the respective AdImpression will not be awarded in the RTB process and will remain available for bookings on the basis of the general Auction Procedure or Volume Agreements.

26.3.4 The advertising fee to be paid by Advertiser for an AdImpression awarded pursuant to clause 26.3.1 or

26.3.2 shall be (i) in the case of more than one qualifying RTB-Bid: the second-highest RTB-Bid (whether an RTB-Bid or, converted into the price of one single AdImpression respectively, a bid from the general Auction Procedure or under a Volume Agreement) plus EUR 0,00001 (i.e.. EUR 0,01 CPM/CPC converted into the price of one single AdImpression); (ii) in the case of only one qualifying RTB-Bid: the Minimum Price / net CPM/CPC (converted into the price of one single AdImpression) set in the system for such AdImpression plus EUR 0,00001 (i.e.. EUR 0,01 CPM/CPC converted into the price of one single AdImpression).

26.4 The provisions of clauses 22.2, 22.4 and 22.5 shall apply mutatis mutandis. For the purpose of invoicing and reporting/statistics pursuant to 6.2, AdImpressions shall be aggregated per day and booked Inventory, there will be no single-Adimpression-based accounting.

27. API Specification, Integrity of Systems, Trade Secret and Data Protection

27.1 As a condition for admission to the RTB process, Advertiser must implement and operate a real-time API according to the RTB API Specifications as communicated by Ströer SSP and, as the case may be, amended from time to time by Ströer SSP. Advertiser represents and warrants that in operating the RTB API Advertiser conforms at any time with the requirements set out in the RTB API Specifications. Clause 4.3 shall apply to any use of the API by Advertiser as permitted in the course of the RTB process.

27.2 Data available to Advertiser through the use of the RTB API and relating to Publishers, Publisher Sites, Inventory, content, context, visitors and visitor-entered information, clickstream data and/or performance data (such as impression and click figures for certain Inventory) as well as any other data transmitted to or accessed by Advertiser as part of or in connection with the RTB process (except for the data included in Ströer SSP's invoices and/or data made available to Advertiser by Ströer SSP in the Advertiser's user account on the Platform) are confidential information and trade secrets of Ströer SSP. Advertiser shall have no right, title or interest whatsoever in such data and information.

27.3 Advertiser shall treat all data as described above as confidential information. It may not share such data with third parties and only use such data such and to the extent as required for the RTB process. It may not use the data beyond such limits and/or for any other purpose and may not, without limitation, analyze, disassemble, decompile or decode, modify, sell or distribute such data. As soon as data are not any more required for the operation of the RTB process, Advertiser shall delete such data and, at Ströer SSP's request, provide evidence for deletion.

27.4 Under no circumstances shall Advertiser use the data to target visitors of Publisher Sites, to create user profiles, or segments (e.g. for Publisher Sites or Inventory. An advertiser may use Publisher URLs for targeting and performance optimization.

27.5 Advertiser agrees, that Ströer SSP may collect and use performance data (e.g. revenue and impression figures) in operating the RTB process.

27.6 Ströer SSP shall have the right, at any time, to verify the respect of Advertiser's obligations under clause 27 through a certified expert bound by a professional confidentiality obligation.

Status: July 31st, 2017