



Sirdata CMP Terms of Sale

Last updated: April 1st, 2022

Sirdata Consent management platform (“**CMP**”) is a transparency and Consent management application that allows any operator of websites, apps or other digital applications to establish transparency, collect and manage the indication of the Consent of their end users visiting their websites, apps or other digital applications, as well as to measure the materiality and relevance of such Consent.

You, acting as a member of the IAB Europe Transparency and Consent framework, wish to use the CMP developed by Sirdata as to comply with the requirements provided by the IAB Europe Transparency and Consent framework and with Applicable Privacy Laws and Rules.

The goal of this Transparency and Consent framework is to help players in the online ecosystem meet certain requirements of the ePrivacy Directive (and by extension its successor, the upcoming ePrivacy Regulation), and General Data Protection Regulation by providing a way of informing users about inter alia the storing and/or accessing of information on their devices, the fact that their personal data is processed, the purposes for which their personal data is processed, the companies that are seeking to process their personal data for these purposes, providing users with choice about the same, and signalling to third parties inter alia which information has been disclosed to users and what users’ choices are. For the avoidance of doubt, the Framework also serves to help meet requirements of the UK’s General Data Protection Regulation and the UK’s Privacy and Electronic Communications Regulations, to the extent that the relevant provisions in the former remain identical to those of the EU’s General Data Protection Regulation, and that the relevant provisions in the latter remain consistent with an implementation of the EU’s ePrivacy Directive.

If You are entering into this Agreement on behalf of a company, organization, or another legal entity (an “Entity”), You are agreeing to this Agreement for that Entity and representing to Sirdata that You have the authority to bind such Entity to this Agreement. These Terms of Sale (the “**Terms of Sale**”) describe the conditions on which Sirdata, a SAS registered under French law with a capital of €74,885.17, registered with the Paris Trade and Companies Register under no. B 790 193 924, whose head office is at 20 rue Saint-Fiacre, 75002 PARIS, represented by Mr Julien TRANI, duly authorized for the purpose of this agreement in his capacity as Managing Director, may provide You with the services resulting from its CMP.

By clicking on the “Create Account”, “Register” or “Add service” buttons (or any similar button) that is presented to You at the time of sign-up, by or accessing Your account or using the CMP (as defined below), or by otherwise indicating Your acceptance of this Agreement, You agree to be bound by this Terms of Sale.

Sirdata may modify this Agreement from time to time, subject to the terms in Section 12 (Modification of the Terms of Sale) below.

Any reference to a “**Party**” or “**Parties**” in these Terms of Sale means You and/or Sirdata.

1. DEFINITIONS

1.1. “**Applicable Privacy Laws**” means (i) the EU General Data Protection Regulation 2016/679 (“**GDPR**”), (ii) the e-Privacy Directive 2002/58/EC (“**e-Privacy Directive**”) and any further applicable legislation replacing the e-Privacy Directive; (iii) any data protection law, statute or regulation of a European Union (“**EU**”) Member State, which may apply to one of the Parties pursuant to its data Processing activities or its establishment within the EU and (iv) any applicable law, statute or regulation of the United Kingdom deemed adequate to the GDPR or the e-Privacy Directive, as long as it is not declared inadequate pursuant to a European Commission decision.

1.2. “**Applicable privacy Rules**” or “**Rules**” means (i) any guidelines or opinion adopted either by the former Article 29 Data protection working Party (“**WP29**”) or by the European Data Protection Board (“**EDPB**”) as to interpret the application of GDPR and the e-Privacy Directive (ii) the decisions of the Supervisory Authority of an EU Member State, or of the UK Information Commissioner (“**ICO**”) which are binding on one of the Parties due to its data Processing activities or its establishment within the EU, (iii) the decisions rulings adopted by the EUCJ or the ECHR regarding Personal Data and privacy protection and freedom of speech or freedom of information (iv) as well as decisions rulings adopted by a authorized judicial or administrative authority of an EU Member State which is directly binding on one of the Parties pursuant to its data Processing activities or its establishment within the EU.

1.3. “**Communication**”, “**Metadata**” and “**Traffic Data**” shall have the meaning set forth in e-Privacy Directive.

1.4. “**Company Communication Services**” or “**CCS**” means any website, mobile application, digital application, TV application, advertising content, banner, electronic mail, text message, and any electronic communication content or medium which may include a tag calling for the implementation of a cookies in the browsing software of a Terminal Equipment of a User interacting with such CCS.

1.5. “**Consent management platform**”, “**CMP**” or “**Sirdata CMP**” means the software accessible at <https://cmp.sirdata.io/>, data flows, databases and API developed and implemented by Sirdata according to the technical specification available at <https://cmp.docs.sirdata.net/> and enabling Sirdata to provide You with the Consent management platform services.

1.6. “**Choice Signal**” means any technical value or indication as to whether a User has provided Consent or withheld or revoked such Consent for “**Vendors**” and “**Purposes**” as defined by the TCF, and/or his objection status whenever legitimate interests as defined in Article 6(1)(f) GDPR are the lawful ground for processing, originated from You or from any third party integrated via any tag on Your CCS in order to obtain or evaluate the Choice of such User in accordance with the requirements of the Applicable Privacy Laws or Rules.



1.7. “**Consent**”, “**Data Subject**”, “**Personal Data**”, “**Process[ing],[ed]**”, shall have the meaning set forth in Article 4 of the GDPR.

1.8. “**Supervisory Authority**” shall have the meaning set forth in Article 4 (21) of the GDPR as well as the UK information commissioner whichever is competent

1.9. “**TCF**” means the IAB Europe transparency and Consent framework including any policies and technical standards adapted and published by IAB Europe for the implementation of the transparency and Consent framework policies.

1.10. “**Terminal Equipment**” shall have the meaning set forth in Point (1) of Article 1 of the Directive 2008/63/EC of 20 June 2008 on competition in the markets in telecommunications terminal equipment.

1.11. “**User**” means any Data Subject or any browser software of a Terminal Equipment whose Personal Data or Traffic Data or Meta-Data, or Communication is Processed by You when said User interacts with Your CCS.

1.12. “**User Setting Tag**” means the particular JavaScript code or image tracking pixel or software development kit provided to You by Sirdata and embeddable on CCS for implementation of Sirdata CMP, together with any updates, fixes and upgrades provided to You.

1.13. “**You**” or “**Company**” means, for the purpose of these Terms of Sale, any individual or corporate entity entering into this Terms of Sale either as an advertiser or an advertising agency displaying CCS, a publisher of CCS and/or any other corporate entity which is duly member of the TCF and which is using the CMP. In the event where You are entering into this Terms of Sale on behalf of a company or other legal entity, You represent that You have the authority to bind such entity, in which case the terms “**You**” or “**Your**” will refer to such entity.

2. CONTRACTUAL DOCUMENTATION

2.1. These Terms of Sale, its technical specifications as available at <https://cmp.docs.sirdata.net/>, and its settings provided by Sirdata to You for the implementation of Sirdata CMP and the optional **Data Acquisition Barter Agreement** constitute the entire terms and conditions between the Parties with respect to Sirdata CMP and supersedes all previous and contemporaneous terms and conditions, agreements, proposals, and communications, written or oral between Sirdata and You with respect thereto.

3. SIRDATA CMP FEATURES

3.1. Sirdata CMP has been developed and implemented by Sirdata as to facilitate transparency in the context of data processing under the GDPR, handle the User’s choice regarding the storage of or access to information (e.g. cookies) in terminal equipment under ePrivacy directive and personal data processing (“**Choice**”), and whenever applicable to establish a proof of the obtaining of a Consent of the User by the Company, in order to protect the Company, to comply with the TCF and to ensure individual and/or collective compliance both with the objectives, rules, requirements with the Applicable Privacy Laws and Rules and of the TCF.

3.2. Sirdata CMP fully complies and is compatible with TCF requirements.

3.3. In addition to the feature mentioned in Article 3.1 above, the CMP includes a Choice Signal measurement feature resulting from an analysis by Sirdata of Traffic Data or Metadata or Communication from the Terminal Equipment of Users whose Consent is deemed provided when



such User is interacting with Your CCS. Therefore any interaction whatsoever by the User on Your CCS captured by the CMP may enable the Parties to establish whether the User Consent can be deemed validly obtained or not, as per Applicable Privacy Laws.

3.4. Sirdata shall provide such Choice Signals measure mentioned in Article 3.3 and information thereof for Your sole benefit, in accordance with confidentiality requirements as provided in Article 8 below. Consequently, according to the results of the measurements provided by Sirdata, You will be able to take any technical or business or whatsoever decision allowing You to adjust Your User privacy policy or the allocation of Your advertising or marketing investments.

3.5. Sirdata may produce and create aggregate rates of Choice and statistics sorted out per Sell Side Platform ("SSP"), Demand Side Platform ("DSP"), advertising agency, publisher and advertising location.

4. LICENSE TO USE SIRDATA CMP

4.1. So long as You comply with these Terms of Sale, You have the right to use Sirdata CMP.

4.2. In order to access the CMP, You will have to create an online account.

4.3. You represent and warrant to Sirdata that all information You submit when You create Your Account is accurate, current and complete, and that You will keep Your Account information accurate, current and complete. If Sirdata has reason to believe that Your Account information is untrue, inaccurate, out-of-date or incomplete, Sirdata reserves the right, in its sole and absolute discretion, to suspend or terminate Your Account.

4.4. You are solely responsible for the activity that occurs on Your Account, whether authorized by You or not, and You must keep Your Account information secure, including without limitation Your customer number/login, password and payment method(s).

4.5. For security purposes, Sirdata recommends that You change Your password at least once every six (6) months for each Account. You must notify Sirdata immediately of any breach of security or unauthorized use of Your Account using the email address **dpo@sirdata.com**.

4.6. Sirdata will not be liable for any loss You incur due to any unauthorized use of Your Account. You, however, may be liable for any loss Sirdata or others incur caused by Your Account, whether caused by You, or by an authorized person, or by an unauthorized person.

4.7. All rights, title and interest in and to Sirdata CMP, including all intellectual property and other proprietary rights therein are hereby reserved to Sirdata. Sirdata hereby grants to You a non-exclusive, non-transferable, limited license for You to use and reproduce Sirdata CMP for the sole inclusion of Sirdata CMP in Your own CCS.

4.8. Using Sirdata CMP does not give You any ownership or other proprietary right or interest in Sirdata CMP or the content or information made available through Sirdata CMP.

4.9. Without limiting any of the rights set forth elsewhere in this Agreement, Sirdata expressly reserves the right to deny, cancel, terminate, suspend, or limit future access to any service (including but not limited to the CMP) to any user (i) whose account was previously terminated or suspended, whether due to breach of this or any other Agreement or any Sirdata policy, or (ii)



who otherwise engages or has engaged in inappropriate or unlawful activity while utilizing the CMP or any service provided by Sirdata (as determined by Sirdata in its sole and absolute discretion).

5. SIRDATA OBLIGATIONS AND REPRESENTATIONS

5.1. Sirdata agrees, represents and warrants You that the CMP is compatible with the TCF.

5.2. Sirdata CMP is provided “as is,” without warranty or condition of any kind, either express or implied. Without limiting the foregoing, Sirdata explicitly disclaims any warranties of merchantability, fitness for a particular purpose, or non-infringement. Sirdata assumes no liability on behalf of You, of any of Your third party, or any other entities for acting or not acting on Choice Signal, or if You or any of Your third party or any other entities bypass or otherwise interfere with the technical restrictions included in the CMP as provided by Sirdata. Sirdata makes no warranty that the CMP, including the User Setting Tag, will (i) be available on an uninterrupted, secure, or error-free basis, (ii) not cause any latency or processing delays or (iii) meets any legal requirements around Consent or data protection. Sirdata assumes no liability for Your reliance on the CMP. The foregoing exclusions and disclaimers are an essential part of the Terms of Sale and formed a basis for enabling Sirdata to offer the CMP to You.

5.3. In no event will Sirdata be liable to You or any third party for any consequential loss, exemplary damage, incidental loss, special damage or loss, lost profit, or punitive damages arising from Your use of the solution, even if Sirdata has been advised of the possibility of such damages. These limitations formed a basis for enabling Sirdata to offer You the CMP. Except with regard to liability stemming from death or personal injury resulting from Sirdata's negligence, or Sirdata's fraud, notwithstanding anything to the contrary contained herein, Sirdata's liability for any cause whatsoever and regardless of the form of the action, will at all times, be limited to the amount of the Adhesion Fee for one year.

6. YOUR OBLIGATIONS AND REPRESENTATIONS

6.1. You agree, represent and warrant that (i) You have all rights, approvals, and Consent necessary to implement a User tag on Your CCS; (ii) You will not interfere or attempt to interfere with the technical and operational features of Sirdata CMP; (iii) You will not misuse Sirdata CMP by knowingly introducing viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful; (iv) You will not delete, or in any manner alter, the copyright, trademark, or other proprietary rights notices appearing on Sirdata CMP.

6.2. You are responsible for configuring Your information technology, computer programs and platform to access and use Sirdata CMP. Sirdata makes no representation that the CMP is compatible with or will function or operate with, Your devices or equipment. Similarly, You are aware that You must have an internet connection to use Sirdata CMP, which You must procure at Your own expense. Sirdata is not liable for any damages to Your hardware that may be caused, directly or indirectly, by the Internet connection.

6.3. You are responsible for ensuring that all persons who access Sirdata CMP on Your behalf are aware of these Terms of Sale and that they comply with it.



6.4. You will not use the CMP or any service provided by Sirdata for a website or app or in a manner (as determined by Sirdata in its sole and absolute discretion) that: is illegal, or promotes

or encourages illegal activity; promotes, encourages or engages in the exploitation of children, or any activity related to the proliferation of child sexual abuse material (CSAM); promotes, encourages or engages in terrorism, violence against people, animals, or property; promotes, encourages or engages in any spam or other unsolicited bulk email, or computer or network hacking or cracking; promotes, encourages or engages in the sale or distribution of prescription; promotes or facilitates prostitution and/or sex trafficking; infringes on intellectual property rights of any individual or entity; violates the privacy or publicity rights of any individual or entity, or breaches any duty of confidentiality that You owe to another any individual or entity; interferes with the operation of the CMP; contains or installs any viruses, worms, bugs, Trojan horses or other code, files or programs designed to, or capable of, disrupting, damaging or limiting the functionality of any software or hardware; or contains false or deceptive language, or unsubstantiated or comparative claims, regarding Sirdata, the CMP or Sirdata's services.

6.5. You will not perform any false, abusive or fraudulent activity. You will not perform any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on our infrastructure.

6.6. You will not copy or distribute in any medium any part of CMP, except where expressly authorized by Sirdata.

6.7. You will not modify or alter any part of the CMP or any of its related technologies.

6.8. You will not re-sell or provide the CMP for a commercial purpose, including any of Sirdata's related technologies, without Sirdata's express prior written consent.

6.9. You will not circumvent, disable or otherwise interfere with the security-related features of the CMP.

7. INDEMNITY

7.1. You agree to defend, indemnify, and hold Sirdata harmless from any judgments, damages, loss, liability, or costs (including reasonable attorneys' fees) resulting from a third-party claim resulting from Your breach of any provision of these Terms of Sale or Your use of Sirdata CMP.

7.2. Sirdata will have no obligation or liability hereunder where the claim results from any combination with, addition to, or modification of the User Setting Tag.

7.3. Where pursuant to Article 82(4) of the GDPR, Sirdata is found to be liable for the entire damage arising from a breach or breaches of the GDPR relating to activities under this Terms of Sale, in order to ensure effective compensation of a one or more individuals, then You shall indemnify Sirdata for all claims, demands, loss, damage or expense (including reasonable attorneys' fees) relating to any breaches of GDPR for which You are wholly or partly responsible.

7.4. All compensation paid to a Data Subject pursuant to Article 82(4) of the GDPR by Sirdata which is wholly or partly attributable to the GDPR breaches by You shall be repaid pursuant to this indemnity and Article 82(5) immediately on receipt of a written request from Sirdata pursuant to this Article 7.



8. CONFIDENTIALITY

8.1. Unless otherwise provided in these Terms of Sale, each Party undertakes to keep the information shared between the Parties strictly confidential and undertakes not to disclose to third parties or use technical or commercial information for purposes other than the exercise of its rights and the performance of these Terms of Sale, regardless of the form in which the Parties may have received it.

8.2. Each Party shall ensure that its officers, employees, agents and subcontractors comply with the provisions of this Article.

8.3. The obligations of the Parties under this Article shall not apply to the information: (i) which have fallen into the public domain or are falling into the public domain without any action or omission on the part of the Parties; (ii) which were, prior to their receipt from the disclosing Party, in the possession of the receiving Party without restriction as to their disclosure; (iii) which is received from a person who (as evidenced by written documents provided by the disclosing party) has validly obtained it and is under no obligation to withhold such information; (iv) or which the Parties are required to disclose following a request from a Court or competent authority.

8.4. The provisions of this Article shall remain in force after the expiry or termination of the Terms of Sale for a period of three (3) years.

9. WARRANTIES

9.1. The Parties warrant that they have the capacity and authority to be bound by the terms of the Contract and that they are compliant with the statutory or regulatory provisions applicable to them with regard to their respective activities.

9.2. The Parties warrant that they are compliant with the provisions of Regulation (EU) no. 2016/679 of 27 April 2016, known as the "General Data Protection Regulation", Directive 95/46/EC of 24 October 1995 and the French Data Protection Act no. 78-17 of 6 January 1978, Directive 2002/58/EC of 12 July 2002 on "ePrivacy", as amended by Directive 2009/136/EC or any subsequent legislation that may replace them (hereinafter the "**Applicable Regulations**"), in all cases where they are classed as a "data controller or data processor" as defined in the Applicable Regulations.

9.3. As a minimum, each Party undertakes to implement appropriate logical, physical and organisational security measures for the purpose of protecting the Personal Data they may process from any access, viewing, use, disclosure or unauthorised modification.

9.4. Sirdata may receive personal data from You or Your CSS, relating to User's Choice encoded in a string ("**TC String**"), his IP address and the pages he makes or updates his Choice on. Sirdata will process it as a data processor acting in the name of You, the data controller, on the basis of the legal obligation under GDPR, in order to anonymise the IP address by truncating it and store solely a proof of Consent on the long term.

9.5. The TC string and strictly necessary data, such as the date of the last prompt used to limit subsequent prompts, will be stored on the user's device, in local storage, in a cookie named "euconsent-v2" which can be used as a first party cookie or a third party cookie linked to the domain name "consentframework.com". The Parties agree that, in accordance with CNIL Deliberation n°2020-092 of September 17, 2020 adopting a recommendation proposing



practical modalities of compliance in the event of recourse to "cookies and other tracers" the storage of or access to this data in the terminal is not subject to prior consent, and if the TC String and the necessary data are considered personal data, the processing will be carried out by Sirdata as a data processor acting on behalf of You, data controller on the basis of the legal obligation under GDPR.

9.6. Whenever You shall be deemed a data controller as defined in the Applicable Regulations, in respect of the operation, management and use of Your CSS . As a consequence, the following operations shall be Your sole responsibility: (i) the incorporation by You into Your CSS of tags that allow cookies to be stored and/or accessed; (ii) the provision of information, e.g. in a Privacy page, and securing the Consent of Users on Your CSS as required by the Applicable Regulations, particularly with regard to the placing of Cookies, the commercial purpose of the use of said Cookies, the period of their validity (365 days maximum) and the transfer of User Data to partners; (iii) the management of and compliance with Users' rights under the Applicable Regulations and the incorporation into Your websites of the information and technical resources that will allow Users to exercise these rights and express their preferences in respect of cookies and the personal data transfers; (iv) the transfer to Sirdata of any information relating to the rights exercised by Users and their Choice.

9.7. In particular, You undertake to comply with the statutory and regulatory obligations applicable to You and resulting from the use of cookies on Your CSS and personal data transfers.

9.8. In this respect, You undertake to inform Users clearly, e.g. in a privacy page, about the use of cookies, the purposes for which they are used, the period of validity or renewal of said Cookies and the rights – and methods of exercising them – available to Users in respect of the Applicable Regulations, to accept, refuse, access or delete Personal Data gathered or deduced from the use of said cookies.

9.9. As a consequence of the stipulations above, Sirdata cannot be held liable for any failure by You to comply with its obligations in respect of this article or the Applicable Regulations.

9.10. You warrant that You have the right to use Users' Personal Data or transfer them to third parties. In this respect, You shall hold Sirdata harmless from any complaint, action or harm resulting from a failure to comply with the Applicable Regulations when processing personal data. If necessary, You will compensate Sirdata for any ruling and legal costs, including reasonable lawyer's fees, pronounced against Sirdata by an enforceable decision of the courts or administrative authorities.

10. FINANCIAL TERMS

10.1. The fee due by the Company for the adhesion to Sirdata CMP is an annual commitment fee composed as described in Schedule 1 (the "**Adhesion Fee**").

10.2. Should You subscribe to Personal Data monetization ("service-for-data exchange program") by opting to the "Freemium" offer of the CMP in Your account, Your Adhesion Fee to Sirdata CMP is fully covered by data collection ("**Barter Agreement Conditions**") and vice versa. In such a case You must agree to separate and specific business terms called the "*Data Acquisition Barter Agreement*".



10.3. The fee due by the Company for the Choice Signals measurement service is a measurement tags CPM-based fee (the “**Measurement Fee**”) composed as described in Schedule 1.

10.4. The Adhesion Fee and Measurement Fee are expressed in euros and excluding taxes.

10.5. Unless otherwise agreed in writing between the Parties, invoices issued by Sirdata shall be paid at Sirdata head office by bank transfer or direct debit.

10.6. Sirdata is entitled to change the Adhesion Fee, Measurement Fee and Barter Agreement Conditions at any time in its sole discretion. Consequently, should You wish to renew Your adhesion to Sirdata CMP, then please be aware that the Adhesion Fee for any renewal may be higher than the Adhesion Fee Measurement Fee and Barter Agreement Conditions that You paid in the previous year.

10.7. The payment term is 45 (forty-five) days from the end of the month from the date of the invoice sent by Sirdata to You, unless otherwise stipulated.

10.8. Any amount You did not pay on the due date shall automatically give rise to Your payment of legal interest for late payment, at the rate of three times the legal interest rate in force.

10.9. In the event of non-payment in full of an invoice that has expired, Sirdata reserves the right to suspend the Terms of Sale or the performance of Sirdata CMP concerned after giving ten (10) working days' notice, without prejudice to the termination of the Agreement under Article 10 below or and the damages that may be claimed by Sirdata.

10.10. Any compensation or deductions other than those necessary for the implementation of this Article, carried out unilaterally by You will be treated as a default in payment and will result in the application of the stipulations set out above.

10.11. In accordance with Article L.441-6 of the French Commercial Code, a minimum flat-rate indemnity of forty (40) euros for collection costs will be invoiced to You in addition to the interest on arrears. If the collection costs incurred exceed forty (40) Euros, You will be asked to reimburse them upon justification.

11. BARTER AGREEMENT CONDITIONS

11.1. You can freely join the service-for-data exchange program. In this case, the data which You give access to Sirdata will generate an income equal to the amount of Your **Adhesion Fee**.

11.2. Data monetization is expressly reserved for CMP customers and can only give rise to compensation equal to the Adhesion Fee, and in no way to any payment.

11.3. You can freely and at any time opt or opt back for the paid license system.

11.4. Each month or at the latest each year, when Sirdata issues an invoice for Your Adhesion Fee, Sirdata will provide You with the information necessary to establish a compensation invoice.



11.5. For the duration of subscription to Data Monetization, You expressly mandate Sirdata, which accepts it, to establish in Your name and on Your behalf the invoices relating to Data

Monetization, in accordance with the French fiscal and economic regulations in force, and in particular the provisions provided for in 2 of I of article 289 of the French General Tax Code or any other provision to come.

11.6. Sirdata undertakes to issue Data Monetization invoices in accordance with the information provided by You, in Your name and on Your behalf. Sirdata undertakes that the invoices issued by it in Your name and on Your behalf for the Monetization of data present the same forms as if they had been issued by You, in particular with regard to the mandatory mentions referred to by applicable tax and economic regulations. Sirdata will make the invoices available to You in Your customer account.

11.7. You keep full responsibility for Your legal and fiscal invoicing obligations in respect of invoices issued in Your name and on Your behalf for Data Monetization, particularly with respect to VAT obligations. In this context, You expressly undertake to: declare to the tax authorities the VAT collected at the time of its eligibility; pay the VAT mentioned on the invoices for data monetization to the public treasury; immediately claim the invoice if it has not been made available to You on time and under the conditions specified herein; immediately notify Sirdata in writing of any changes in the information relating to the identification of Your company.

11.8. In accordance with the provisions of article 242 nonies annex II of the French General Tax Code, invoices issued in the context of data monetization will not need to be formally authenticated by You. You may, however, dispute the information contained in the invoices issued under Data Monetization, within 60 days of the issuance of said invoices. In the event of such a dispute, Sirdata will issue a corrective invoice without delay.

11.9. Accelerated Mobile Pages ("AMP") is a web component framework launched by Google to easily create user-first experiences for the web... AMP allows You to create faster mobile web pages and ads that are consistently fast across mobile devices and distribution platforms. Sirdata CMP supports AMP and provides You with a dedicated service. You can use this dedicated CMP as a standalone product for the AMP version of Your pages, but should You apply to the Barter Agreement then You must use the regular version of the CMP on the regular (non-AMP) version of Your pages. For avoidance of doubt using only the AMP dedicated version of Sirdata CMP is allowed and billed, but doesn't make You eligible to the Barter Agreement.

12. TERM AND TERMINATION

12.1. These Terms of Sale shall come into force at the date of the first use of Sirdata CMP by the Company and shall remain into force while You use Sirdata CMP.

12.2. These Terms of Sale are executed for a minimum of 1 (one) year or 12 (twelve) months (the "Initial Term").

12.3. Following the expiry of the Initial Term, these Terms of Sale will then be automatically renewed by periods of one (1) year, unless one Party notifies the other of its wish to terminate at least 3 months before termination.

12.4. Following the expiry of the Initial Term, You may terminate this Terms of Sale by removing the User Setting Tag from Your CCS. You may also terminate this Terms of Sale by notifying Sirdata of Your termination at any time in writing at the address mentioned in preamble above.



Such termination will take effect 30 days after the receipt by Sirdata of Your written notification. In such circumstances, the Adhesion Fee You paid for that year will not be refunded by Sirdata.

12.5. Sirdata may terminate these Terms of Sale and Your access and use of the CMP at any time, for any reason or no reason and without any liability to You. Sirdata will not be liable to You or any third Party for termination of these Terms of Sale. Such termination without any reason or for any reason will apply 30 days after Sirdata notifies You of its termination.

12.6. In addition to the above, Sirdata may automatically and immediately, without any prior notification, terminate this Terms of Sale and Your access and use of the CMP in the event where (i) as the case may be, IAB Europe has removed Your adhesion to the TCF and where (ii) a Supervisory Authority states that You breach Applicable Privacy Law and Rules.

12.7. Notwithstanding the above, Articles 5.2 above 5.3 above and 8 above and 12 below and 13 below will survive the termination.

13. MODIFICATION OF THE TERMS OF SALE

13.1. Sirdata shall do its best efforts to improve Sirdata CMP on a regular basis and enrich its content for Your benefit.

13.2. Accordingly, Sirdata reserves the right to modify and update these Terms of Sale at any time without notice. Any changes will be immediately effective upon the posting of the revised versions of the Terms of Sale on Sirdata websites "Sirdata Account" and "CMP portal" and Sirdata "Dataleaks portal". You are therefore advised to regularly check the latest version of Terms of Sale.

13.3. Your use of Sirdata CMP 30 days after the update of these Terms of Sale will constitute acceptance thereof.

14. MISCELLANEOUS

14.1. In the event where any provision of these Terms of Sale is held to be illegal, invalid or unenforceable in any jurisdiction, such illegality, invalidity or unenforceability shall not affect that provision in other jurisdictions or the other provisions of these Terms of Sale shall remain in full force and effect.

14.2. An indulgence or a failure to exercise or delay in exercising a right or remedy provided by these Terms of Sale or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these Terms of Sale or by law prevents further exercise of the right or remedy or the exercise of another right or remedy. No waiver of any right under these Terms of Sale shall be effective unless in writing, signed by the Party that is giving the waiver. Unless expressly stated otherwise, a waiver shall be effective only in the circumstances for which it is given.

14.3. Nothing contained or implied in these Terms of Sale creates a joint venture or partnership between the Parties or makes either Party the agent or legal representative of the other Party for any purpose.



15. APPLICABLE LAW AND COMPETENT JURISDICTIONS

15.1. These Terms of Sale shall be governed, construed and applied in accordance with French law.

15.2. In the event of a dispute arising out of the interpretation, execution or performance of these Terms of Sale, the Parties shall have to use their best efforts to settle such dispute amicably.

15.3. Any dispute that may not have been solved amicably shall be brought before the competent Courts of Paris (France).

15.4. The Parties nominate their respective addresses as their address for service in respect of the performance of these Terms of Sale and its consequences.

SCHEDULE 1 - PRICING AND INVOICING

A load (“Load”) of the CMP or the Choice Signal measurement pixel is defined as a page or any remote resource loaded where the CMP or the pixel tied to Your account is executed or loaded, and “CPM” means 1000 Loads.

The Adhesion Fee for the CMP is based on the number of loads of the CMP with no limit in terms of number of pages, websites or domains, on the sole condition that they belong to the same legal entity (Example: You are a publisher and owner of 5 distinct websites, only 1 fee will be calculated on the total volume of Hits of your 5 sites). In the case of a “reseller“ account (example of an agency which has an account for several of its customers), the Fee applies by aggregating the volumes of each end customer (Example: The ABC agency manages the CMPs of its DEF and HIJ customers in the same account, the fee is therefore calculated by adding the volumes of its 2 customers).

Details of the price list are given below:

MONTHLY HITS	MONTHLY FIXED PRICE	ADDITIONAL HITS
50,000	25 €	-
100,000	45 €	+ 6 € for each additional 100,000 Hits
1,000,000	100 €	+ 5 € for each additional 100,000 Hits
10,000,000	550 €	+ 4 € for each additional 100,000 Hits
50,000,000		On demand

For example:

- if your traffic reaches 900,000 Hits, the Adhesion Fee for the CMP is €93 excluding VAT, i.e. €45 excluding VAT for the first 100,000 loads + 8 increments of 100,000 loads at €6 each.
- if your traffic reaches 30,000,000 Hits, the Adhesion Fee for the CMP is €1,350 excluding VAT, i.e. €550 excluding VAT for the first 10,000,000 loads + 200 increments of 100,000 loads at €4 each.



The Measurement Fee service is of 0,1 € exc. VAT per CPM.

The prices referred to are stated in euros and exclusive of any applicable taxes or duties, which will be payable by You.

Any invoice issued by the Partner shall be payable forty-five (45) days end of month from the date of issuing of the invoice.

In the event of a dispute between the Parties over the basis for the invoicing of the User Data transferred to Sirdata, the statistics and volumes of data recorded in Sirdata's information systems will be accepted as accurate by the Parties.

Any invoice amount that is not subject to a dispute between the Parties and which has not been paid by Sirdata on time, will automatically give rise to the payment by Sirdata of late-payment interest, at three times the statutory interest rate in effect. Furthermore, the payment by Sirdata of the sums due, after the payment date shown on an undisputed invoice, will automatically entail a fixed charge of forty (40) euros, payable in addition to the amount of the invoice.

It is expressly agreed that in the event of a regulatory amendment of this amount, the new amount will be immediately and automatically substituted for the amount shown in the Agreement.

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