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## Service Information

Valid from 1st of February 2023

## PREAMBLE

smec supports clients in achieving their business goals in the areas of e-commerce and digital advertising through paid activation and analysis of data and the provision of software and industry-leading expertise (hereinafter "services").

"smec" means Smarter Ecommerce GmbH, registered with the Landesgericht Linz under FN 298859z, Peter-Behrens-Platz 9, 4020 Linz, and smec Ltd, registered in the Companies House for England and Wales under number 12147111, 31-35 Kirby St, Holborn, London EC1N 8TE.

This document regulates the scope of services of smec's Software-as-a-Service (SaaS) solutions and managed and professional services. They supplement the provisions of the respective framework agreement concluded.

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# Data Activation & Monitoring

## smec Retail Insights

1. **Obligations of smec**
  - 1.1. Object of the service is the paid provision limited to the duration of the contract of the smec Retail Insights for use as a software-as-a-service solution via the Internet. smec grants the client the paid, non-exclusive, non-transferable, non-sublicensable right to use the smec Retail Insights through the use of a web interface for the duration of the contract. Insofar as smec provides new versions, updates or upgrades during the term of the contract, the above usage right will apply to these in the same manner.
  - 1.2. If the customer-specific contractually agreed service also includes the processing of data within the meaning of Art. 4 (2) GDPR, as well as the provision of this data to the client (see "External data"), the contractual partners will conclude a contract for commissioned processing within the meaning of Art. 28 GDPR.

# smec Data Integration

## 1. Obligations of smec

- 1.1. Object of the service is the paid provision limited to the duration of the contract of the Data Integration module.
- 1.2. smec Data Integration collects and processes product-level data from IT systems ("Client Data"). If necessary, this data will be enriched with additional data and processed.

## 2. Obligations of the customer

- 2.1. The Customer is obliged to grant smec access to the product data. This can be done by accessing the Google Merchant Center or alternatively by transmitting the product data in the form of a file accessible to smec according to smec's specifications.

At least these product characteristics must be transmitted for each product:

- Product Name (Product Title)
- Current Price
- Custom Product ID

- 2.2. In addition, the customer must ensure that the products can be clearly identified by means of a generally applicable classification. Depending on which marketplaces should be used for monitoring the competition, these are:

- Marketplace AMAZON: ASIN (Amazon Standard Identification Number)
- all other marketplaces: GTIN (Global Trade Item Number)

## 3. Fee calculation

- 3.1. If the option Data Integration was selected, smec conducts competitor observations required for the contractual fulfillment according to the client's instructions within the contractually defined extent in order to achieve the client's objectives (in particular the pricing in relation to the client's competitors) in the best possible way. If, due to the client's configuration, less than the agreed number of observations can be conducted in a day for a marketplace in a country (for example, because the client has selected a lower number of SKUs for competitive observation) or no competitors were found on the marketplace, the unused contingent for the same marketplace and country will be credited to the following day. If, due to the client's configuration, more than the agreed contingent of observations are conducted on one day for one marketplace in one country (for example, because the number of SKUs selected by the client for competitive observation exceeds the agreed quantity), the additional observations conducted for the same marketplace and country will be deducted from the number of observations available for the following day. On the first day of each month, the number of available observations for each marketplace and country will be automatically reset. If a negative balance results therefrom, the contingent will be invoiced at the next invoicing ("Additional Usage Fee").
- 3.2. Competition Data will be charged in blocks of 1,000 Competition Data Points (SKU observations), whereby the Committed Usage is considered as a fixed agreed amount. Invoicing is based on blocks of 1,000 SKUs each. If this is exceeded, further blocks will be charged accordingly.

# Server Side Tagging

1. **Obligations of smec**
  - 1.1. Object of Server Side Tagging setup is the paid, one-off provision of the contract of the Server Side Tagging setup.
  - 1.2. The subject of the ongoing service of Server Side Tagging (if selected) is the provision of the server side tagging module against payment, limited to the duration of the contract.
  - 1.3. If the customer-specific contractually agreed service also includes the processing of data within the meaning of Art. 4 (2) GDPR, as well as the provision of this data to the client (see "External data"), the contractual partners will conclude a contract for commissioned processing within the meaning of Art. 28 GDPR.
  - 1.4. Object of the Server Side Tagging setup is the setup of the client's tracking. The following options are partly built upon each other but can be individualized to the clients specific wants and needs:
  - 1.5. Technical Setup: The technical setup is the foundation for the setup of the Google Tag Manager. It contains:
    - The creation of the billing account
    - The creation of the Google Cloud Project
    - The initial role and access settings
    - The provision of the tagging server using GCP
    - The configuration of a custom domain for the Google App Engine
    - The verification and domain record update guidance
  - 1.6. Google Tag Manager Setup: The Google Tag Manager Setup can be provided for one or several different destinations and contains:
    - The creation of a Server container
    - The creation of the needed clients
    - The configuration of the transport URL on client side container
    - The creation of tags which forward requests to the server
    - The creation of tags, triggers and variables on the server container (destinations selected by the client)
      - Google Ads
      - Facebook Conversion API
      - Google Analytics 4
      - Universal Analytics
      - Floodlight Tracking
      - Additional Destination
  - 1.7. Health Check & Quality Assurance
    - The creation of a dashboard to observe cloud costs
    - The creation of test properties / views
    - The testing of all created tags, triggers and variables
    - The analysis of target systems if data comes in correctly
    - The App Engine request observation and anomaly detection

- 1.8. This includes:
  - Kickoff call
  - Reactive technical support
  - Adaptation of custom domains by request of the client
  - Yearly review meeting
- 1.9. Server Side Tagging processes product data and additional information that is collected for measuring user activity. It subsequently forwards the processed data to configured destination(s).

## 2. Obligations of the clients

- 2.1. The client has to provide smec with specific access to all relevant accounts in:
  - Google Tag Manager with Edit Access
  - Google Analytics with Edit Access (optional)
  - Google Ads with Standard Access (if selected as destination)
  - Meta Business Manager with Employee Access (if selected as destination)
  - Other destinations (if selected)
- 2.2. Furthermore smec needs access to information about
  - The subdomain which should be used for the transport URL
  - Which destinations should be tracked
- 2.3. On top of that insights into company goals and planned upcoming changes to the clients website or webshop (including code changes) are required so that the setup can be optimized to the clients wants and needs.
- 2.4. The client agrees to comply with the applicable Google Platforms program policies, available at <http://support.google.com/platformspolicy>, and acknowledges that Google has the right to change these policies at any time.

## 3. Fee Calculation

- 3.1. The calculation for the fee is based on the costs arising for the computing and data transfer that are provided by smec's resources.
- 3.2. In the event of contract termination smec will stop providing the resources for future data transfer.

# Google Analytics

## 1. Obligations of smec

- 1.1. Object of Google Analytics 4 setup (if selected) is the paid, one-off provision of the contract of Google Analytics module.
- 1.2. Object of Google Analytics Management (if selected) is the paid ongoing management and optimisation of Google Analytics reports towards a defined goal limited to the duration of the contract of the Google Analytics module.
- 1.3. If the customer-specific contractually agreed service also includes the processing of data within the meaning of Art. 4 (2) GDPR, as well as the provision of this data to the client (see "External data"), the contractual partners will conclude a contract for commissioned processing within the meaning of Art. 28 GDPR.
- 1.4. Object of the Google Analytics 4 Setup is the one-off setup of the client's Google Analytics 4 property or the transition of the clients Google Analytics property from Google Analytics Universal to Google Analytics 4. The following options are partly built upon each other but can be individualized to the clients specific wants and needs:
  - Property Setup
    - Migration of user permissions from Universal Analytics or setup of user permissions
    - Setup of web stream
    - Setup of site search (if applicable)
    - Setup of links to all relevant accounts
  - Basic Tracking & Reports
    - Setup of up to five conversions based on events
    - Setup ecommerce purchase tracking
    - Creation of up to five custom reports
  - Ecommerce Tracking Setup with Google Tag Manager
    - Kick-off call
    - Data Layer Setup Manual for clients web developer
    - E-Commerce implementation
  - Google Analytics 4 Kickstart-Workshop
    - Introduction of Google Analytics 4
    - Google Analytics 4 measurement
    - Google Analytics 4 event setup
    - Google Analytics 4 user interface
    - The exploration tool - build your own report
    - Q&A session
- 1.5. Object of Google Analytics Management is depending on the selected option. The three options are built upon each other, therefore the scope of Google Analytics Management - Health Care Service is included in Google Analytics Management - Advanced Service. The scope of Google Analytics Management - Advanced Service is included in the Google Analytics Management - Enterprise Service.

- 1.6. Option 1: Google Analytics Management - Health Care Service
- Object of the service is the ongoing monitoring of the clients Google Analytics property including:
    - Ongoing monitoring of max. 2 properties
    - The provision of a live Looker Studio Report
    - A weekly Account Health Check conducted by smec
    - A monthly correctness evaluation of the client's Google Analytics account
    - A monthly exclusion of unwanted referrals
    - A monthly tracking correctness evaluation
    - A monthly Insights Deep Dive and Account Health Review Call (1 hour)
    - A monthly creation of 1 report
- 1.7. Option 2: Google Analytics Management - Advanced Service
- Object of the service is the ongoing monitoring and management of the clients Google Analytics account including:
    - Google Analytics Management - Health Care Service
    - Ongoing monitoring of in total max. 4 properties
    - The ongoing definition of new audiences and segments
    - The creation of conversions using existing events
    - The ongoing creation of new properties
    - A weekly channel correctness evaluation
    - A weekly exclusion of unwanted referrals
    - A weekly tracking correctness evaluation
    - A weekly evaluation of the given account settings
    - A bi-weekly Insights Deep Dive and Account Health Review Call (1 hour)
    - A monthly creation of max. 2 reports
- 1.8. Option 3: Google Analytics Management - Enterprise Service
- Object of the service is the ongoing monitoring and management of the clients Google Analytics account including:
    - Google Analytics Management - Advanced Service
    - Ongoing monitoring of all properties
    - A weekly screening of PII in Google Analytics
    - A monthly cookie settings evaluation
    - A monthly creation of max. 4 reports
- 1.9. Object of Google Analytics Audit (if selected) is the paid, one-off provision of the contract of Google Analytics module.
- The scope of Google Analytics Audit includes the following:
    - Check of URL Parameters in search content reports
    - Check of UTM Parameters in campaign reports
    - Check of Events in events reports
    - Check of Customer Dimensions for all reports
    - Check of Ecommerce Tracking in conversions report
    - Check of IP Addresses - whether they are anonymized
    - Documentation of the Audit
    - Call to discuss the documentation of the Audit

## 2. Obligations of the client

- 2.1. The client has to provide smec with admin access to all relevant accounts/properties in:
  - Google Analytics
  - Google Tag Manager
- 2.2. The client must grant smec Viewer access in Google Analytics if Google Analytics Audit is selected.
- 2.3. Furthermore smec needs access to information about
  - goals to track
  - audiences to set up and
  - a clear definition of needed reports.
- 2.4. On top of that insights into company goals and planned upcoming changes to the clients website or webshop (including code changes) are required so that the setup can be optimized to the clients wants and needs.
- 2.5. The client agrees to comply with the applicable Google Platforms program policies, available at <http://support.google.com/platformspolicy>, and acknowledges that Google has the right to change these policies at any time.

# Digital Advertising

## smec Ad Automation Suite

1. **Obligations of smec**
- 1.1. Object of Ad Automation Suite setup is the paid, one-off provision of the contract of the Ad Automation Suite.
- 1.2. Object of the service is furthermore the paid provision limited to the duration of the contract of the smec Ad Automation Suite for use as a software-as-a-service solution via the Internet. smec grants the client the paid, non-exclusive, non-transferable, non-sublicensable right to use the smec Ad Automation Suite through the use of a web interface for the duration of the contract. Insofar as smec provides new versions, updates or upgrades during the term of the contract, the above usage right will apply to these in the same manner.
- 1.3. Depending on the selected options, smec's obligations differ. The smec Ad Automation Suite supports Google and Microsoft Search and Shopping Ads as well as Google Performance Max Ads, which can be combined due to the clients wants and needs.
- 1.4. If Enhanced Performance Max was selected, this includes:
  - Access to Enhanced Performance Max User Interface
  - Automated campaign and asset group updates based on adaptations conducted by the client (changes take effect within 24h)
  - Quarterly review of campaign and asset group segmentation including optimization suggestions within client call
  - Reactive (technical) support
- 1.5. Enhanced Performance Max collects and processes product-level data from IT systems of the ("Client Data"). If necessary, this data will be enriched with additional data and processed in a consolidated form ("smec Retail Growth Model").
- 1.6. If Shopping Ads was selected, changes to bids are generally calculated and performed on a daily basis in accordance with the term "Bid Management" in the glossary. Changes to bids are at the exclusive discretion of the Ad Automation Suite, and non-implementation of changes to bids will not constitute an impairment of the service of the Ad Automation Suite or its availability.
- 1.7. If Shopping Ads was selected the subject of the service is also the use of the price comparison platform smec Comparison Shopping Service (CSS) for the client's merchants. In accordance with Google's CSS requirements, the product inventory of these merchants is also published on smec.shopping.
- 1.8. If Search Ads was selected the Ad Automation Suite comprises the daily update to the campaigns from an existing data source of the client (over which the client has full control and responsibility). The campaigns will remain the exclusive property of the client, but in case that smec has created the Search Ads 360 advertiser, the client will have no access after the termination of the contract (see clause 3.3.).

- 1.9. If the Search Ads 360 Connector is needed in case of Search Ads it comprises either the creation of an Search Ads 360 advertiser for the client in our agency instance or the creation of the clients' own agency instance via our GMP reselling partner.
- 1.10. If Shopping Ads is selected, the Ad Automation Suite includes daily updating of campaigns from an existing and active customer's Merchant Center (over which customer has full control and responsibility) with up-to-date Google-approved product information.
- 1.11. If Data Integration was selected, it collects and processes product-level data from IT systems of the ("Client Data"). If necessary, this data will be enriched with additional data and processed in a consolidated form ("smec Retail Growth Model").
- 1.12. If the customer-specific contractually agreed service also includes the processing of data within the meaning of Art. 4 (2) GDPR, as well as the provision of this data to the client (see "External data"), the contractual partners will conclude a contract for commissioned processing within the meaning of Art. 28 GDPR.

## 2. Obligations of the client

- 2.1. The client agrees to provide smec with access to all data required in connection with the Ad Automation Suite in an automatically processable form (e.g. via API). This applies in particular to the access to IT systems of the client itself, as well as systems of third parties (e.g. Google Merchant Center) from which the smec Platform obtains data that is necessary for the fulfillment of the contract. If the connection of the client's IT systems does not occur via the standard interface supported by the smec Platform (e.g. Google Merchant Center Feed), the development of a customized interface is explicitly not covered by this service, but can be ordered separately from smec by the client for an additional fee.
- 2.2. If the client's IT systems from which the smec Platform obtains data are unavailable in whole or in part, the client acknowledges that the scope of services provided by smec may be correspondingly lower.
- 2.3. The smec Platform offers the possibility to store data collected by smec for the client in a "Google Cloud Storage Bucket", which is owned by the client, so that the client retains access to this data beyond the term of the contract. If smec shall store the data in the "Google Cloud Storage Bucket" on behalf of the client, the client shall grant smec access to the "Google Cloud Storage Bucket". If the "Google Cloud Storage Bucket" provided by the client is not available in whole or in part, the client acknowledges that the scope of services provided by smec may be correspondingly lower. In these cases, however, the client is not entitled to reduce the agreed fee, to assert other claims against smec or to terminate the contractual relationship extraordinarily.
- 2.4. If Shopping Ads was selected, the client must have a Microsoft Advertising account and / or Google Ads account with activated Google Conversion Tracking with a valid revenue measurement and an active Google Merchant Center account that contains active products to be able to use the full functionality of the Ad Automation Suite. If no measurement of revenue is available, some functions of the module cannot be used without affecting the contractually compliant service performance by the module.
- 2.5. Furthermore if Shopping Ads was selected, the client must, using either the Open-Authorization (OAuth2) protocol or via provision of the 10-digit Google Ads account

number, authorize the Ad Automation Suite to access and manage its Google Ads account via the Google Ads API.

- 2.6. The Ad Automation Suite is compatible with current versions of Firefox, Safari and Google Chrome, as well as with newer versions of Internet Explorer. Other browsers will not be supported. The client is aware that it can only achieve optimum performance and higher speeds of the Ad Automation Suite with the latest version of this browser and that outdated versions could lead to delayed services or functions that cannot be executed correctly. The client will have no claims due to malfunctions of the Ad Automation Suite caused by the use of outdated browsers.
- 2.7. The client has to provide smec with access to all relevant accounts in:
  - Google Ads (admin access)
  - Google Analytics (read only access)
  - Google Merchant Center (editing access)
  - Google Search Ads 360 / Connection to the clients Search Ads 360 advertiser (admin access)
  - Microsoft Advertising (admin access)
- 2.8. Furthermore smec needs access to information about
  - defined measurable goals
  - profitability (COGS)
  - And in case of Enhanced Performance Max:
    - Agreed Data Sets (eg. margin, stock, ...) for the Enhanced Performance Max Setup are provided in custom labels of the Merchant Center Feed
    - The client is obliged to provide smec with the product designation and GTINs of inventory (in feed) for all SKUs for which this data should be processed.
- 2.9. The client is obligated to always provide current and accurate product information in Google Merchant Center and to act without delay in the event of product rejections or product feed rejections on the part of Google. If product rejections remain in the longer term, the Google Shopping service and consequently also the module service may be impaired, which will not constitute a malfunction of the Ad Automation Suite.
- 2.10. The client agrees to comply with the applicable Google Platforms program policies, available at <http://support.google.com/platformspolicy>, and acknowledges that Google has the right to change these policies at any time.

### 3. Fee calculation

- 3.1. The calculation basis for the usage fee is the sum of the ad spends of the selected channels (Shopping Ads and/or Performance Max and/or Search Ads) of the advertising accounts supported by the smec Ad Automation Suite. The accounts are jointly agreed in writing by email or by scope agreement. A later account extension can be done by mutual agreement by email.
- 3.2. Tiered pricing: The price per unit is within a particular price range. Once a tier is filled up the next tier price is applied.
- 3.3. The client acknowledges that "Search Ads 360" is a third-party tool of Google LLC. More information can be found here: <https://support.google.com/searchads>. The client is obliged to have a Search Ads 360 advertiser in order to be able to use smec's services. If the client does

not currently have a Search Ads 360 advertiser, smec is entitled to create such an account on the client's behalf. In this case the purchase of smec's Search Ads 360 Connector is mandatory.

- 3.4. If the client already has a Search Ads 360 access from a third party, smec is not responsible to assist in case of Search Ads 360 problems (e.g. malfunctions or any other failures). Furthermore, the client cannot make any claims against smec resulting from such a malfunction.
- 3.5. In the event of contract termination, the smec created inventory plans and all of the included templates (e.g. campaign template) will not be deleted from the Search Ads 360 advertisers, but the generation of the underlying feeds will cease on the termination date. If the Search Ads 360 advertisers were created by smec, the client will no longer have access to the Search Ads 360 advertisers. The inventory plans, all of the included templates (e.g. campaign template) as well as the generation of the underlying feeds will get stopped.
- 3.6. If the option Data Integration was selected, smec conducts competitor observations required for the contractual fulfillment according to the client's instructions within the contractually defined extent in order to achieve the client's objectives (in particular the pricing in relation to the client's competitors) in the best possible way. If, due to the client's configuration, less than the agreed number of observations can be conducted in a day for a marketplace in a country (for example, because the client has selected a lower number of SKUs for competitive observation), the unused contingent for the same marketplace and country will be credited to the following day. If, due to the client's configuration, more than the agreed contingent of observations are conducted on one day for one marketplace in one country (for example, because the number of SKUs selected by the client for competitive observation exceeds the agreed quantity), the additional observations conducted for the same marketplace and country will be deducted from the number of observations available for the following day. On the first day of each month, the number of available observations for each marketplace and country will be automatically reset. If a negative balance results therefrom, the contingent will be invoiced at the next invoicing ("Additional Usage Fee").
- 3.7. Competition Data will be charged in blocks of 1,000 Competition Data Points (SKU observations), whereby the Committed Usage is considered as a fixed agreed amount. This implies that the client will be additionally invoiced for each additional block of 1,000 observations exceeding this limit, in addition to the Committed Usage Fee.

## smec Comparison Shopping Service (CSS)

### 1. Obligations of smec

- 1.1. Object of the service is the paid provision limited to the duration of the contract of smec CSS for use as a Comparison Shopping Service / Auction Gateway solution enabling retailers to display CSS Shopping Ads via Google Ads. smec grants the client the paid, non-exclusive, non-transferable, non-sublicensable right to use the smec CSS as CSS to run CSS Shopping Ads („by smec“) for the duration of the contract. Insofar as smec provides new versions, updates or upgrades during the term of the contract, the above usage right will apply to these in the same manner.
- 1.2. smec creates one (or more) Merchant Center(s) in the CSS Merchant Center aggregator (MCA) of smec or re-associates (switches) existing Google Merchant Centers of the Client to the smec CSS following the official authorization process of Google. If a new Merchant Center is created by smec, the client receives access to this Merchant Center. In the case of a re-association, the client retains all access rights to their Merchant Center and agrees to add a smec-associated user to the account to facilitate the publication of the inventory on [smec.shopping](https://smec.shopping).
- 1.3. New Merchant Centers are linked to the Google Ads account of the merchant. The client is free to use either new or existing Google Ads accounts.
- 1.4. The client manages the Google Ads account(s) and the Google Merchant Center(s) on their own (self-service) and takes care of the data feed upload if no related services are booked with smec.
- 1.5. smec cannot guarantee a certain visual presentation of offers on [smec.shopping](https://smec.shopping). This also extends to the URL structure. As the platform is growing and Google's requirements for CSS Partners may change, smec is entitled to suggest the submission of additional product and store information to improve the quality of the listings. Texts other than that submitted by the Merchant may be subject to A/B tests, translation and updates. smec is entitled to restructuring or highlighting the information submitted by the client for better user experience. smec also reserves the right to amend, update and change the user interface as long as these changes are within a reasonable scope.
- 1.6. smec does not guarantee that products are matched to a certain product category on [smec.shopping](https://smec.shopping).
- 1.7. smec does not sell the products listed on [smec.shopping](https://smec.shopping) and makes no warranty regarding the accuracy or completeness of product and pricing information displayed. The client is solely responsible for offers, sales, delivery and/or customer communication. Prices submitted by the client may be converted for the convenience of users or payment options displayed based on information available on the client's website. In the event of discrepancies, the price, offer and shipping information displayed on the Merchant's website prevail. In no case smec concludes a contractual relationship with the end-customer of a client.
- 1.8. In case smec receives complaints about a client regarding the accuracy of listings or order fulfillment, complaints are forwarded to the client who is obliged to take appropriate measures.

1.9. If the customer-specific contractually agreed service also includes the processing of data within the meaning of Art. 4 (2) GDPR, as well as the provision of this data to the client (see "External data"), the contractual partners will conclude a contract for commissioned processing within the meaning of Art. 28 GDPR.

## 2. Obligations of the clients

2.1. [smec.shopping](https://smec.shopping) is compatible with current versions of Firefox, Safari and Google Chrome. The client is aware that outdated versions or other browsers may lead to delays or failures of certain services or functions that cannot be executed correctly. The client will have no claims due to malfunctions of [smec.shopping](https://smec.shopping) caused by the use of outdated browsers.

2.2. The client ensures that the submitted product data feed is compliant with Google policies and any other guidelines that have been communicated to the client. These guidelines may be updated over time. The most recent update prevails.

2.3. The client is explicitly obliged not to infringe any legal, privacy and copyright regulations. Pornographic offers and products that pose a threat and glorify or call for violence, illegal actions or race baiting may not be submitted by the client. In case of infringement, smec is entitled to immediately suspend the provision of services to the client. In this case, the client may not assert any claims against smec.

2.4. The client acknowledges that any infringement of Google policies may lead to the suspension of the Google Merchant Center Account by Google. The client is not entitled to assert claims against smec for account suspensions that are caused by improper management of the Google Merchant Center by the client.

2.5. The client is obliged to communicate changes that have an impact on the number of Merchants served through the smec CSS to their account manager or via email to [css@smarter-ecommerce.com](mailto:css@smarter-ecommerce.com) before they become effective.

2.6. The deletion, disconnection and deactivation of related Google Merchant Center and Google Ads Accounts, or the non-use of the CSS-Services does not lead to an automatic termination or cancellation of the contract.

2.7. Unless "Other Services" are booked with smec, the client is responsible for the management of the Google Merchant Center and Google Ads Account. This applies especially to self-service contracts.

2.8. The client is obliged to support smec in fulfilling its contractual obligations. Regarding clause 1.2 (Comparison Shopping Service - CSS), the requirements of smec are considered fulfilled if the client's Google Merchant Center Account is a sub-account of smec's CSS MCA (as defined in clause 1.8) or if a dedicated user has been added to a re-associated Google Merchant Center Account. The client has to follow any instructions by their Account Manager that fulfill the purpose of listing the product inventory on [smec.shopping](https://smec.shopping).

2.9. If an existing MCA (Glossary term Google Merchant Center Account) of the client is re-associated with the smec CSS all sub-accounts of the re-associated MCA account are treated like Google Merchant Center Accounts that have followed a standard switch procedure.

2.10. Upon termination of the contractual relationship, the client is obliged to follow any instructions by the smec Account Manager. The client is aware that the termination calls for a “switch back” or switch to a CSS other than the smec CSS. The client has to grant the written permission to said switch back. Should the client refuse the switch to another CSS upon cancellation, smec reserves the right to request from Google the closure of the connected Google Merchant Center Account.

### 3. Other contractual provisions

- 3.1. The client grants smec and/or Google the permission to access, index, cache or crawl the landing page URLs of the merchant’s website(s) and the content available through these URLs. The client also allows smec and/or Google to display information related to the submitted product offers. The client guarantees possession of the necessary rights to grant said permissions. The content may consequently be forwarded to Google and can be published.
- 3.2. The client ensures that at least 15% of all products in the Merchant Center receive at least one click during each 30-day period. If the client fails to do so, a warning message requesting changes for compliance (i.e. modification of the data feed) is sent and the client is asked to remove products from the feed if deemed necessary. If less than 10% of products receive one click or more during the specified period, smec has the right to temporarily suspend the Merchant Center. The payment obligation of the client remains unaffected. Currently, this requirement for Merchant Centers using price comparison platforms (CSS) is not enforced by Google (including Google Shopping Europe). Until Google commences enforcement of said requirement, smec will not require the client to meet the requirement.
- 3.3. The client links the Google Ads account through which the smec CSS ads should be served to smec’s Google manager account (MCC). This is explicitly required if the parties agree to a usage fee based remuneration.
- 3.4. The client is not entitled to reimbursement for unclaimed services.

### 4. Invoicing method (“Merchants”)

4.1. A “Merchant” is defined by the glossary - term Merchant). The exemplary domains listed below have already been tested on the basis of these criteria. Should further domains be added in the future, smec will check the similarity of their product range during the setup and will inform the client if the domain will be classified as an additional Merchant.

- Example A: A client sells consumer electronics. They offer storage media in Germany (DE) only. The client has the following domains:
  - elektronik-shop.de (used for Germany [DE], storage media in the assortment)
  - elektronik-shop.at (used for Austria [AT], no storage media in the assortment)
  - elektroniko.com (used for all countries except DE and AT, no storage media in the assortment)

As the client distributes a similar, only slightly different assortment once per target country, these domains can be bundled to form one Merchant.

- Example B: A client sells apparel via their shop and manages the following domains:
  - mode-shop.de (used for Germany [DE])
  - zweiter-mode-shop.com (also used for Germany [DE])

- mode-shop.at (used for Austria [AT])

As one of the destination countries is used twice, two Merchants are necessary.

- Example C: A client sells apparel in Germany (DE) and consumer electronics in Austria (AT). The client operates the following domains:
  - mode-shop.de (used for Germany [DE])
  - elektronik-shop.at (used for Austria [AT])

As the client distributes two different product ranges, two Merchants are necessary.

# Campaign Management

## 1. Obligations of smec

- 1.1. Object of the Campaign Management setup (if selected) is the paid, one-off provision of the contract of the Campaign Management.
- 1.2. Object of the service is the paid ongoing management and optimisation of campaigns (in channels selected by the client) towards a defined goal, limited to the duration of the contract of smec Campaign Management.
- 1.3. If the customer-specific contractually agreed service also includes the processing of data within the meaning of Art. 4 (2) GDPR, as well as the provision of this data to the client (see "External data"), the contractual partners will conclude a contract for commissioned processing within the meaning of Art. 28 GDPR.
- 1.4. If the setup option was selected, it includes:
  - The definition of goals and strategies
  - The setup of the defined campaigns
  - Performing the settings for targeting and in regards to budget
- 1.5. Campaign Management comprises ongoing
  - Campaign Monitoring
  - PPC Management (PPC Status Management, Ad Optimisation, Budget Management)
  - Bid Management (Manual / Automatic / Bid Adjustments) and
  - Technical Adaptations (ad copy changes, detailed post-rollout checks, changes to business rules) (only valid for Search Ad Automation clients)
  - Regular communication between the responsible parties at smec and the client.

## 2. Obligations of the client

- 2.1. The client has to provide smec with editing access to all relevant accounts in the selected advertising channels.
- 2.2. In case of Display, Video & Search campaigns, the client is furthermore obliged to provide content (videos, images, text assets, ...) to smec.
- 2.3. Furthermore smec needs access to information about defined measurable goals towards which can be optimized.
- 2.4. The client is obligated to always provide current and accurate product information in Google Merchant Center and to act without delay in the event of product rejections or product feed rejections on the part of Google. If product rejections remain in the longer term, the Google Shopping service and consequently also the module service may be impaired, which will not constitute a malfunction of the Ad Automation Suite.
- 2.5. The client agrees to comply with the applicable Google Platforms program policies, available at <http://support.google.com/platformspolicy>, and acknowledges that Google has the right to change these policies at any time.

# smec Programmatic Ad Automation

## 1. Obligations of smec

- 1.1. Object of the service is the paid, one-off provision of the contract of the Programmatic Ad Automation Services module within a defined timeline.
- 1.2. The defined and customized scope of the service is provided to the client in a written form (e-mail). smec provides the agreed services based on this defined scope:
  - Creation of the Performance Data Sheet (Merchant Center data)
  - Setup of Floodlight, Creative Studio, DV360 and CM360
  - Adjustment of HTML5 banner (colors, call to action, wordings, logo, exit URL)
  - Connection of GMP modules
  - Setup of campaigns and distribution of ads
  - Targeting (e.g. Geographic, Demographic, Device, In-Market, Custom Intent, Retargeting)
  - Performance monitoring
- 1.3. In the event that smec recognizes a significant deviation from the agreed goals ahead of time (such as, in particular, that the ad spend cannot be used in full due to targeted targeting or a period that is too short), smec and the client agree to the further approach by mutual agreement (in particular expansion of targeting, repayment of unused ad spend after the end of the term, increase in ad spend).

It is stated that exceeding or falling short of the impressions by up to 10% over the entire campaign period is to be regarded as irrelevant within the framework of the usual tolerances.

- 1.4. smec reserves the exclusive right to suspend the campaign until the vote is taken. In this case, the client cannot claim back payments made / ad spend made.
- 1.5. If the impressions of the respective campaign based on the respective period of a specific campaign deviate by more than 10%, smec will subsequently deliver the guaranteed impressions up to a maximum amount equal to the sum of the last 12 monthly fees paid.
- 1.6. If the customer-specific contractually agreed service also includes the processing of data within the meaning of Art. 4 (2) GDPR, as well as the provision of this data to the client (see "External data"), the contractual partners will conclude a contract for commissioned processing within the meaning of Art. 28 GDPR.

## 2. Obligations of the clients

- 2.1. The client is responsible for a clear definition of performance goals and which categories to advertise in order to derive the right service measures together with smec.
- 2.2. The client has to provide smec with access to all relevant accounts in:
  - Google Ads
  - Google Merchant Center
  - Google Analytics (optional)
  - Google Tag Manager (optional)

- 2.3. Furthermore smec needs access to:
- Performance Criteria
  - Content (Banners, Videos, ...)
  - Campaign requirements (duration, media budget, location etc.)
- 2.4. The client is obliged to always provide current and accurate product information via a data feed in the agreed format. smec bears no liability for adverse consequences of live data feeds not being made available.
- 2.5. The client agrees to comply with the applicable Google Platforms program policies, available at <http://support.google.com/platformspolicy>, and acknowledges that Google has the right to change these policies at any time.

# Programmatic Ad Management

## 1. Obligations of smec

- 1.1. Object of Programmatic Ad Management - Setup is the paid, one-off provision of the contract of the Programmatic Ad Management module. This includes:
  - Setting up the tracking
  - Setting up the advertiser
  - Setting up the campaigns
  
- 1.2. Object of Programmatic Ad Management is the paid ongoing management and optimisation of programmatic campaigns towards a defined goal limited to the duration of the contract of the module. The management of the programmatic campaign includes:
  - Guaranteed viewability > 80%
  - Audience specific targeting
  - Test different targeting
  - Use of fire safety measures
  - Looker Studio report
  - Daily performance check
  - Weekly targeting optimization
  - Weekly placement optimization
  - Monthly performance review call
  - Optimization Definition of target groups
  - Analysis of the collected target groups
  
- 1.3. In the event that smec recognizes a significant deviation from the agreed goals ahead of time (such as, in particular, that the ad spend cannot be used in full due to targeted targeting or a period that is too short), smec and the client agree to the further approach by mutual agreement (in particular expansion of targeting, repayment of unused ad spend after the end of the term, increase in ad spend).

It is stated that exceeding or falling short of the impressions by up to 10% over the entire campaign period is to be regarded as irrelevant within the framework of the usual tolerances.
  
- 1.4. smec reserves the exclusive right to suspend the campaign until the vote is taken. In this case, the client cannot claim back payments made / ad spend made.
  
- 1.5. If the impressions of the respective campaign based on the respective period of a specific campaign deviate by more than 10%, smec will subsequently deliver the guaranteed impressions up to a maximum amount equal to the sum of the last 12 monthly fees paid.
  
- 1.6. If the customer-specific contractually agreed service also includes the processing of data within the meaning of Art. 4 (2) GDPR, as well as the provision of this data to the client (see "External data"), the contractual partners will conclude a contract for commissioned processing within the meaning of Art. 28 GDPR.

## 2. Obligations of the clients

- 2.1. The client has to provide smec with access to all relevant accounts in:
  - Google Analytics
  - Google Tag Manager
- 2.2. Furthermore smec needs access to:
  - Performance Criteria
  - Content (Banners, Videos, ...)
  - Campaign requirements (duration, budget, ...)
- 2.3. The client is obliged to always provide current and accurate product information via a data feed in the agreed format. smec bears no liability for adverse consequences of live data feeds not being made available.
- 2.4. The client agrees to comply with the applicable Google Platforms program policies, available at <http://support.google.com/platformspolicy>, and acknowledges that Google has the right to change these policies at any time.

# Flight Management

## 1. Obligations of smec

- 1.1. Object of the service is the paid provision of the "Flight Management" module, which is limited to the contract period. The individual, specific settings and measures as well as specifications are, if possible, mutually agreed in advance between the customer and smec. The campaign is constantly monitored and optimized as required.
- 1.2. The flight management campaign(s) includes:
  - Setting up the creatives
  - Serving creatives to potential customers
  - Detailed campaign reports
  - Adaption of creatives if required
- 1.3. If the customer-specific contractually agreed service also includes the processing of data within the meaning of Art. 4 (2) GDPR, as well as the provision of this data to the client (see "External data"), the contractual partners will conclude a contract for commissioned processing within the meaning of Art. 28 GDPR.

## 2. Obligations of the clients

- 2.1. The client has to provide smec the following:
  - Assets (Banners, Videos, ...)
  - Campaign requirements (duration, budget, ...)
  - Tracking parameter (optional)
- 2.2. The client agrees to comply with the applicable Google Platforms program policies, available at <http://support.google.com/platformspolicy>, and acknowledges that Google has the right to change these policies at any time.

# Pricing & Inventory

## smec Dynamic Price Automation

### 1. Obligations of smec

- 1.1. Object of the service is the paid provision limited to the duration of the contract of the smec Dynamic Price Automation for use as a software-as-a-service solution via the Internet. smec grants the client the paid, non-exclusive, non-transferable, non-sublicensable right to use the smec Dynamic Price Automation through the use of a web interface for the duration of the contract. Insofar as smec provides new versions, updates or upgrades during the term of the contract, the above usage right will apply to these in the same manner.
- 1.2. The smec Dynamic Price Automation calculates price recommendations for SKUs of the client. The calculation of these price recommendations is based on pricing strategies defined by the client. If the client additionally requests smec to collect further data (e.g. Competition Data) in order to use it within the smec Dynamic Price Automation, this data can also be used to define pricing strategies within the smec Dynamic Price Automation.
- 1.3. The calculated price recommendations are provided to the client for manual download in the web interface and in a suitable manner for automated processing.
- 1.4. If the customer-specific contractually agreed service also includes the processing of data within the meaning of Art. 4 (2) GDPR, as well as the provision of this data to the client (see "External data"), the contractual partners will conclude a contract for commissioned processing within the meaning of Art. 28 GDPR.

### 2. Obligations of the clients

- 2.1. The client is obliged to provide at least the following information to smec for all SKUs for which the smec Dynamic Price Automation should calculate price recommendations:
  - Global Trade Item Number (GTIN)
  - Product Title
  - Availability (e.g. "available" / "not available")
  - Product Category
  - Retail Price
- 2.2. This information must be provided via a suitable interface to the smec Platform (e.g. Google Merchant Center Feed). Other interfaces do not have to be accepted by smec.

### 3. Fee calculation

- 3.1. The "Base Fee" for each account entitles the client to use the smec Dynamic Price Automation up to a maximum of the number of users specified in the quote for the entire service period.
- 3.2. The client is obligated to provide smec with the contact details (first name, last name, business email address) of at least one user immediately after contract conclusion, otherwise smec is unable to commence with the provision of the service. Changes to the user list can be made by the client (or by smec on behalf of the client) at any time if required.
- 3.3. The Committed Usage Fee entitles the client to use the smec Dynamic Price Automation to perform the agreed Re-Pricing Operations per day. Unused Re-Pricing Operations on one day will be credited to the following day. However, any unused Re-Pricing Operations at the end of a calendar month will not be credited to the following month and will expire. If the balance of the available Re-Pricing Operations at the end of the calendar month is negative, these will be charged at the next invoicing ("Additional Usage Fee").
- 3.4. The Usage Fee will be charged in blocks of 1,000 Re-Pricing Operations each, whereby the Committed Usage is considered as a fixed agreed amount. This implies that every started block of 1,000 additional Re-Pricing Operations exceeding this limit will be charged in addition to the Committed Usage Fee to the client.

# Other Services

## E-Commerce Professional Services

1. **Obligations of smec**
  - 1.1. Object of the service is the paid, one-off provision of the contract of the E-Commerce Professional Services module.
  - 1.2. The defined and customized scope of the service is provided to the client in a written form (e-mail). smec provides the agreed services based on this defined scope.
  - 1.3. Exceptions to clause 2.2. are the following predefined scopes:
    - **GDPR-Audit**
      - The GDPR Audit Module includes:
        - Check of URL parameters in search content reports
        - Check of UTM parameters in campaign reports
        - Check of events in event reports
        - Check of custom dimensions for all reports
        - Check of Ecommerce tracking in conversions report
        - Check if IP addresses are anonymized
    - **Display & Video Flights**
      - If the setup option was selected, it includes:
        - The definition of goals and strategies
        - The setup of the defined campaigns
        - Performing the settings for targeting and in regards to budget
        - Support for technical implementation (How to document)
      - Display & Video Flights comprises ongoing for the contract period
        - Campaign Monitoring
        - PPC Management (PPC Status Management, Ad Optimisation, Budget Management)
        - Bid Management (Manual / Automatic / Bid Adjustments) and
        - Technical Adaptations (ad copy changes, detailed post-rollout checks, changes to business rules) (only valid for Search Ad Automation clients)
        - Regular communication between the responsible parties at smec and the client.
  - 1.4. If the customer-specific contractually agreed service also includes the processing of data within the meaning of Art. 4 (2) GDPR, as well as the provision of this data to the client (see "External data"), the contractual partners will conclude a contract for commissioned processing within the meaning of Art. 28 GDPR.
2. **Obligations of the clients**
  - 2.1. The client is responsible for a clear definition of its needs and goals in order to derive the right service measures together with smec.

2.2. The client needs to grant smec access to all data, information and access data to accounts necessary to provide the customized service scope.

2.3. Exceptions to clause 2.2. are the following predefined scopes:

- GDPR-Audit
  - The client grants smec access to all relevant accounts / properties in:
    - Google Analytics (reading rights)
  
- Display & Video Flights
  - The client has to provide smec with editing access to all relevant accounts
  - The client is furthermore obliged to provide content (videos, images, ...) to smec
  - Furthermore smec needs access to information about defined measurable goals towards which can be optimized.

# E-Commerce Managed Services

1. **Obligations of smec**
  - 1.1. Object of the service is the paid, recurring provision of the contract of the E-Commerce Managed Services module.
  - 1.2. The defined and customized scope of the service is provided to the client in a written form (e-mail). smec provides the agreed services based on this defined scope.
  - 1.3. Exceptions to clause 1.2. are the following predefined scopes:
    - Price Rule Scripting
    - Tag Management
      - Option Health Care
        - Kick-off call (included)
        - Reactive support for tracking (included)
        - The creation of low complexity tags is bookable with a fixed price of € 99,- per new tag.
        - The creation of high complexity tags is bookable with a fixed price of € 299,- per new tag.
      - Option Advanced
        - Kick-Off call (included)
        - Reactive support for tracking (included)
        - The creation of low complexity tags (included)
        - The creation of high complexity tags is bookable with a fixed price of € 199,- per new tag.
        - The Option Advanced includes the following low complexity tags. Tags that are not listed below are considered as high complexity tags.
          - Universal Analytics: PageView
          - Google Analytics: GA4 Configuration
          - Google Ads Conversion Tracking
          - Google Ads Remarketing
          - Floodlight Counter
          - Floodlight Sales
          - Conversion Linker
          - Google Optimize
          - Google Survey Website Satisfaction
          - Custom Image
          - Bambuser Live Shopping
          - Facebook Pixel: PageView
          - AB TASTY Generic Tag
          - AWIN Conversion
          - AWIN Journey
          - Crazy Egg
          - Criteo OneTag: PageView
          - Hotjar Tracking Code
          - Infinity Call Tracking Tag
          - LinkedIn Insight
          - Marin Software

- Microsoft Advertising Universal Event Tracking: PageView
- Mouseflow
- Pinterest Tag: PageView
- Quora Pixel
- TikTok: PageView
- Twitter Universal Website Tag
- Snapchat: PageView

- Option Enterprise

- Kick-Off call
- Reactive support for tracking
- The creation of new tags of all complexity levels
- Quarterly Tag Strategy meeting

1.4. If the customer-specific contractually agreed service also includes the processing of data within the meaning of Art. 4 (2) GDPR, as well as the provision of this data to the client (see "External data"), the contractual partners will conclude a contract for commissioned processing within the meaning of Art. 28 GDPR.

## 2. Obligations of the clients

2.1. The client is responsible for a clear definition of its needs and goals in order to derive the right service measures together with smec.

2.2. The client needs to grant smec access to all data, information and access data to accounts necessary to provide the customized service scope.

2.3. Exceptions to clause 2.2. are the following predefined scopes:

- Tag Management

The client has to provide smec with specific access to all relevant accounts:

- Google Ads (Standard Access)
- Google Analytics (Edit Access)
- Google Tag Manager (Edit Access)

Furthermore smec needs access to information about

- Goals to track
- A clear definition of needed tags

For the creation of events the client agrees to provide the necessary data in an agreed format.

# Glossary

*Account:* Logical unit for grouping administrative settings such as "users" and "access rights" within the respective product. A Base Fee is charged for each account.

*Active products:* Products in the Merchant Center are designated as "active products" when they are approved for the placement of Shopping advertisements by Google.

*Ad Spend:* The client's monthly advertising expenditure for campaigns, the Ad Automation Suite manages for the client or the client's monthly advertising expenditure for all the provided Search Ads 360 advertisers, regardless of whether there has been any change in the respective campaigns in the course of the billing period. For the avoidance of doubt, the Ad Spend is the value in the "Cost" column in Google Ads / Microsoft Advertising and Search Ads 360 on the date of calculation.

*Additional Usage Fee:* Variable, monthly remuneration invoiced in arrears for the use of the respective product as a software-as-a-service solution beyond the agreed amount ("Committed Usage").

*Application Programming Interface ("API"):* Programming interface provided by a software system for interaction with other software systems.

*Base Fee:* Fixed, monthly remuneration charged in advance for the provision of the respective product as a software-as-a-service solution.

*Bid management:* On a daily basis, the Ad Automation Suite decides on the amount of bids and any bid modifiers and places these bids or bid modifiers, if a change seems appropriate, on the corresponding product targets or ad groups in the Shopping campaign of the Google Ads and /or Microsoft Ads account. If it is determined that a change is not appropriate, the set bid or set bid modifier remains unchanged.

*Client Data:* All data transmitted to the products / services of smec and / or processed or displayed by the products / services of smec for the proper contract fulfillment by itself or on behalf of the client.

*Committed Usage:* Pre-agreed, quantitative extent of use of the respective product as a software-as-a-service solution.

*Comparison Shopping Service (CSS):* Google uses the collective term "comparison shopping service" (CSS) to refer to price comparison platforms that are part of Google's CSS partner program and thus eligible to place Shopping ads on behalf of retailers on Google. To ensure that no online shopper is misled, Google requires CSS to publish their Merchants' product inventory on the respective comparison shopping platform (e.g. smec Shopping).

*Competition Data:* Competition Data is a special form of External Data, which includes publicly available information about offers from the 's competitors, such as sales prices and availability.

*CSS Partner Program:* Google's CSS Partner Program connects Merchants and CSS Partners – like smec. CSS have to undergo in-depth training and fulfill Google's eligibility criteria. Only CSS above a certain size are entitled to the "Premium Partner"-badge.

*CSS Partner Program:* Google's CSS Partner Program brings together merchants and CSS partners - like smec. All CSS must undergo in-depth training and meet Google's eligibility criteria. Only CSSs above a certain size are eligible for the "Premium Partner" badge.

*External Data:* All data processed or displayed by products / services of smec on behalf of the , which are not determined and processed by the itself, but by smec when providing services on behalf of the client.

*Generation:* The generation by the Ad Automation Suite of a custom feed connected to Search Ads 360 and the generation of campaigns, ad groups, keywords and text ads via Search Ads 360, to be completed in cycles based on the source provided by the client and in the agreed structure and set-up format.

*Google Ads Account:* An account which is held directly with Google and which is managed via Google Ads or Search Ads 360. An account which is held directly with Google and which is managed via Google Ads. In order to serve CSS Shopping ads, the client requires a Google Ads Account that is linked to a CSS-associated Google Merchant Center Account. The client is free to use either new or existing Google Ads Accounts.

*Google Ads Manager Account (formerly My Client Center):* Google Ads Manager Accounts ("MCCs") are a service provided by Google and allow the management of multiple Google Ads Accounts via one dashboard with just one login. smec uses Google Ads Manager Accounts to manage its services and some CSS related Google Ads Accounts. The client's contract may explicitly require a link between the client's Google Ads Account and smec's Google Ads Manager Account.

*Google Conversions:* A conversion is a user interaction recorded by the client through Google Ads conversion tracking that the Shopping Ad Automation Module should use for optimisation.

*Google Merchant Center Account:* An account that exists directly with Google and is administered through the product feed (electronic product catalog).

*Google Merchant Center:* A service provided by Google. Using Google's Merchant Center, product data from an online shop can be uploaded to Google to serve Shopping Ads.

*Google Multi-Client Account (MCA):* Also referred to as "Merchant Center Aggregator". Multi-Client Accounts are a service provided by Google and allow the management of multiple Google Merchant Center and their feeds and domains.

*Google Shopping:* a Google service which allows users to search for products on online shopping websites.

*Marketplaces:* A full list of marketplaces can be found here:

<https://a.storyblok.com/f/42081/x/add6d5204f/dynamic-pricing-available-marketplaces-and-countries-sheet1.pdf>

*Merchant:* A "Merchant" is defined by the range of products offered, regardless of the domains used. The product range of a Merchant may only be targeted once per target country. The product range must be the same across all target countries. There may be differences in the product range between the individual domains, as long as these are not significant or necessary to meet the specific regulatory requirements of the target countries. The term "Merchant" thus represents the boundaries for bundling and identifying domains of the client and offers the client freedom in the

selection of country domains. The definition "Merchant" is directly related to the contractually agreed invoicing scheme.

*Microsoft Advertising Account:* An account which is held directly with Microsoft and which is managed via Microsoft Advertising or Search Ads 360.

*Microsoft Advertising Account:* An account held directly with Microsoft and managed through Microsoft Advertising or Search Ads 360.

*PII - Personally identifiable information (Google Analytics):* To protect user privacy, Google policies mandate that no data is passed to Google that Google could use or recognize as personally identifiable information (PII). PII includes, but is not limited to, information such as email addresses, personal mobile numbers, and social security numbers.

*Price per thousand contacts:* Price to be paid for each 1000 views of an advertising medium.

*Price rule scripting:* smec supports the customer in the creation of price rules, which - to ensure the greatest possible flexibility - can be created with the programming language Groovy (<https://groovy-lang.org/>).

*Processing (as defined in Article 4 (2) GDPR):* Any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

*Re-Pricing Operations:* For each "SKU" entering into a "Re-Pricing Process", a "Re-Pricing Operation" will be created. The number of "Re-Pricing Operations" per day is therefore determined by the frequency set by the "User" (currently once a day) in which the "Re-Pricing Operations" will be created, as well as the number of "SKUs" that are included in them. This number is the basis for the usage-dependent components of the remuneration of the smec Dynamic Price Automation ("Committed Usage Fee" and "Additional Usage Fee").

*Re-Pricing Process:* Process by the smec Dynamic Price Automation in which "Re-Pricing Strategies" defined by the "User" will be applied to a set of "SKUs" defined by the "User" to calculate suggested prices.

*Re-Pricing Strategy:* "User"-defined set of rules that determine how price recommendations will be calculated.

*Search Ads 360:* Search Ads 360 is a third-party tool of Google LLC. More information can be found here: <https://support.google.com/searchads>.

*Self-Service:* Clients with a self-service contract agree to manage their Google Ads Account(s) and the Google Merchant Center(s) on their own, as well as to take care of the data feed upload if no respective additional services are booked with smec. Should service(s) be required, paid service hours can be booked additionally upon written inquiry.

*Stock Keeping Unit ("SKU"):* Inventory Unit or Item Position; A unit defined by a certain minimum amount of data for the purpose of calculating price recommendations that are mapped in the smec Dynamic Price Automation and/or the smec Platform and processed or displayed there as part of the "Client Data".

*Switch:* Refers to the re-association process through which existing Google Merchant Centers of a merchant are "switched", "reassociated" or "reassigned" to a new CSS. The reassociation or switch process is managed by Google upon request by the CSS and confirmation by the client. Any switch to a new CSS partner requires the written permission of the existing CSS partner, unless the current CSS partner is Google Shopping. smec follows the corresponding guidelines and recommendations of Google.

*Target country:* A target country includes all settings and campaigns of a client that are used in a distribution country.

*User:* Real persons named by the customer who are authorized to use the respective product on behalf of the client to view the data stored therein and, if necessary, to carry out configuration changes, even if these configuration changes may have an influence on the future, usage-dependent remuneration ("Additional Usage Fee").