

General Terms and Conditions of Sale Holimetrix (TVTY)

Update: December, 12th 2020

1. Scope

1.1. These general terms and conditions (the "General Terms and Conditions") apply to all purchases of products (including in particular hardware and software) (the "Products") or services (the "Services") concluded between the Company Holimetrix, SAS au capital de 285 000€ with the Head office at 10 rue de Penthièvre – 75008 Paris registered under the RCS Paris 797 978 996 (hereinafter "TVTY") and (b) the Client, acting in a professional capacity.

1.2 These general terms and conditions of sale are brought to the attention of all Clients. They are applicable to any sale of products or services, for any contract concluded between TVTY and its Clients in France or abroad, regardless of the place of delivery, unless otherwise stipulated in writing and signed. Any condition contrary to the present General Terms and Conditions laid down by the Client, in its general terms and conditions of purchase or in any other document, shall not be enforceable against TVTY, regardless of the moment when it may have been brought to its attention, unless TVTY has given its prior written consent.

2. Purpose

The purpose of these General Terms and Conditions is to define the terms and conditions applicable to the Products or Services ordered by the Client. The Partner consents to the Client, which accepts:

A right of access to the Partner's servers under the conditions defined below;

A right of final use of the Solutions;

A set of Services defined below, including technical assistance and advice from your "Customer Success" team, data hosting and maintenance of Application Services.

By placing an order, the Client undertakes to comply with these General Terms and Conditions. Any waiver by the Partner of one or more of the clauses contained in these General Terms and Conditions does not affect the validity of the other clauses which, by express agreement, remain applicable.

The fact that the Client signs any order form implies its full and unreserved acceptance of them.

The Partner reserves the right to amend these Terms and Conditions at any time without notice.

Any amendment to the General Terms and Conditions that may be made by the Partner shall be brought to the Client's attention.

The Client is personally responsible for all the necessary legal, regulatory or administrative authorisations that could be enforced against it in the use of the Service, due to its particular situation.

In the absence of express mention, any quotation or order form issued by the Company is valid for thirty (30) days from its date of issue. The Service or Sales Contract shall only become firm and definitive once a copy of the order form signed by the Client has been returned to the Partner. Without any other statement, the sending of the Partner's invoice to the Client constitutes acceptance of the service or sales contract.

Any deviation from these GTC shall have no legal value, unless previously agreed in writing between the Parties.

3. Definitions

Client: Refers to the legal entity or natural person subscribing to the Service.

Contract Refers to the order form and its appendices including the General Conditions. The Contract and its appendices, including the General Terms and Conditions, constitute the entirety of the commitments existing between the Parties.

Tracking data: Refers to the information relating to Internet users' journeys. This information is collected by means of computer software (Javascript tracker, server tracker, in-app tracker, etc.) designed and maintained by TVTY, the configuration of which is defined by the Client and which the Client is responsible for adding to the website or mobile application and triggering.

Portal data: Refers to the information, publications and, in general, the data in the Client database, the use of which is the subject of this Contract and which may be consulted by the Partner.

Access rights / Identifiers: Refers to the confidential login and password allowing the Client to access the Interface.

Hosting: Provision of storage and processing of Portal Data to make it accessible to users of the Internet network connected to the server.

Interface: Refers to the online (web) page accessible with the Access Rights and allowing in particular the consultation of the Portal Data.

Indexes: All the information collected and entered by the Client and intended to be indexed and hosted on the Server.

Partner: Designates the company Holimetrix as publisher of the SaaS solution.

Retention of Tracking Data: The Tracking Data collected is kept in its original form for a period of 13 months. This duration can be freely configured by the Client in its configuration interface, but may not exceed 13 months. At regular intervals and in an automated way, the Client's Tracking Data exceeding the defined retention period is permanently deleted, without any possibility of restoring it. The definitive removal of the Tracking Data implies that it shall no longer be possible to recalculate Portal Data older than the configured retention period. At any time, the Client is free to request a total removal of the Tracking Data.

Portal Data Retention: Portal Data is a collection of anonymised and aggregated personal data or non-personal data (e.g. the exact timing of the broadcast of a TV spot). Thus, it is not necessary to define a specific retention period. The Portal Data shall remain available indefinitely, subject to major functional changes to the Portal that would no longer allow it to be displayed. In this case, a complete export of all the tabs shall be suggested. The Client is free to request a total removal of the Portal Data at any time.

SaaS: acronym for Software as a Service, designates the service provided by the Partner, i.e. the delivery of applications on a rental model which the Client accesses via the Internet for a subscription and fees.

Server: Hardware and software infrastructure of the Partner connected to the Internet network and intended to host the indexes of the Client.

Service or Solution: All of the services made available by the Partner, in particular in terms of its TVTY offer. These services, which themselves include options, are based on a SaaS (Software as a Service) type technical solution that the Partner has developed and which it operates, maintains and makes available.

Snapshot: All the files of an index produced by saving an index on a Server.

User: Refers to the person placed under the Client's responsibility (agent, employee, representative, etc.) and which has Identifiers for access to the Application Services on behalf of the Client.

4. Effect, Duration and Renewals

The Contract is concluded for a fixed term and takes effect from the signature of the order form.

The Contract shall end at the end of the calculation period after the last spot of the campaign in question has been broadcast, extended by configurable and deactivatable periods, post-campaign collection and post-campaign retention. In the case of an annual contract, the campaign in question is the last campaign within the subscribed period.

The calculation period includes the long-term impact plus the optional KPIs linkage period. Without specific instructions requested by the Customer, these periods are set to be 7 days each.

The post-campaign data collection period is necessary to be able to compute the annual seasonality and to prepare for a subsequent campaign. At the end of this period, the data will no longer be collected even if the tracker (s) are not withdrawn by the Client. Without specific instructions from the Client, this period is set at 12 months from the end of the calculation period.

The post-campaign retention period is necessary to be able to compute the annual seasonality and to prepare for a subsequent campaign. This period cannot be less than the post-campaign collection period. At the end of this period, all tracking data will be completely destroyed, regardless of the setting of the retention period. Without specific instructions from the Client, this period is set at 12 months from the end of the calculation period.

Access rights to the portal are maintained for six (6) months after the end of the calculation period so that the Customer can retrieve the Portal Data of its said campaign.

5. Description of application services

5.1. Application Solutions

TVTY offers the use of its Solution as well as data hosting. This application and data are accessible via a web portal. The Solution is a platform to measure and analyze the performance of TV and / or Radio campaigns on the site and / or the application and / or call centers of the Customer and / or any other area where the brand would be promoted (Amazon, Store ...).

Under the terms of the License section, the Partner grants the Client the right to use the designated Solution on a non-exclusive basis.

The Partner ensures the hosting of the Portal Data, the maintenance and the security of the Solution.

5.2. Access to Solutions

Subscription: The Client subscribes to the Service by signing the order form or the commercial proposal and its possible appendices.

Activation: The Partner undertakes to make the Service accessible no later than 2 working days after the launch of the campaign initiated by the Client. As soon as the access rights have been issued to the Client by e-mail, the Solutions are deemed to have been delivered.

Training: At the Client's request, the Partner shall present the various Services of its software to the Client via an e-meeting (meeting over the Internet).

The Partner undertakes to make the Service accessible, seven days a week and 24 hours a day; however, the Partner reserves the right to close access to the Server in order to ensure the maintenance of the hardware and software necessary to host the Service.

The Partner undertakes to inform the Client as soon as possible of any interruption of access to the Service for any reason whatsoever.

Only the Client shall use this right of access. It shall be able to log on at any time – except during maintenance periods – namely:

24 hours a day,

7 days a week,

Including Sundays and public holidays,

With the assistance of the Partner's technical teams on working days and during working hours

The Client's identification when accessing the Application Services is done by means of:

An Identifier allocated to each User by the Partner,

And a password given to the Client by the Partner.

The Client shall use the Identifiers that have been communicated to it. It shall then use its Identifiers (including its new password) each time it connects to the Application Services.

The Identifiers are intended to reserve access to the Solutions covered by the Contract to the Client's Users, to protect the integrity and availability of the Solutions, as well as the integrity, availability and confidentiality of the Client's Data as transmitted by the Users.

The Client is entirely responsible for the use of the Identifiers and is responsible for the keeping of the access codes given to it. It shall ensure that no other person not authorised by the Partner has access to the Application Services and Solutions. In general, the Client assumes responsibility for the security of individual access points to the Solutions. In the event that the Client becomes aware that another person is accessing the site, the Client shall inform the Partner without delay and confirm this by registered mail.

By placing an order, the Client acknowledges that it has all the information it needed, in particular to determine the suitability of the functionalities subscribed for its needs. As a security measure, in the event of loss or substitution of its Identifiers, the Client may obtain new Access Rights by written request to the Partner.

Under no circumstances, the Client may grant guarantees, assume commitments or enter into obligations on behalf of the Partner.

6. Quality of applications

The Client is warned of the technical hazards inherent to the Internet and the interruptions in access that may result therefrom. Consequently, the Partner shall not be held liable for any unavailability or slowdown of the Application Services due to Internet network problems. The Partner is not able to guarantee the continuity of the Application Services, executed online via the Internet, which the Client acknowledges.

The Partner shall carry out regular checks of the Server's compliance. The Partner undertakes to correct any anomaly encountered without delay.

The Application Services may occasionally be suspended due to maintenance interventions necessary for the proper functioning of the Partner's platform. In the event of an interruption of the Application Services for maintenance, the Partner undertakes to comply with the procedure for operations described below in the Maintenance section so that the Client can be informed of the interruption as well as possible, and so that it can take steps sufficiently in advance to avoid any disruption to its activity.

The Partner may not be held responsible for the possible impact of this unavailability on the Client's activities.

6.1 Change in applications

As the TVTY solution is made up of a set of algorithms, the Client is informed that, with a view to improvement, these algorithms are continually updated without prior notice.

Updating a process or an algorithm leads to a change in the version of the TVTY solution.

These updates may or may not have an impact on the Portal Data presented.

In general, and as long as the Tracking Data is still available, a Client with results produced by different versions of the TVTY solution can request that one or all of these old campaign(s) be recalculated with the most up-to-date version, subject to technical feasibility.

7. License

The Partner is and remains the owner of the property rights relating to any element of the Application Services and Solutions made available to the Client, as well as, more generally, the IT infrastructure (software and hardware) implemented or developed in terms of the Contract.

Without prejudice to the foregoing, the Partner grants the Client a personal, non-exclusive, non-transferable and non-assignable right to use the Solutions, for the entire duration of the Contract and for the entire world. The Client may only use the Application Services and the Solutions in accordance with their purpose and the provisions hereof and their documentation. In particular, the licence relating to the Solutions is granted for the sole and exclusive purpose of allowing the Client to use the Services, to the exclusion of any other purpose.

The right of use means the right to access and implement the Application Services in accordance with their purpose, in SaaS mode via a connection to an electronic communications network. The Client may not under any circumstances make the Solutions available to a third party, and strictly refrains from any other use, in particular any adaptation, modification, translation, arrangement, distribution, decompilation, without this list being exhaustive.

8. Maintenance

The Partner is responsible for the corrective and ongoing maintenance of the Solutions.

A telephone or e-mail support service to deal with anomalies is available under the conditions defined in the section below. Reports of anomalies shall be confirmed by e-mail by the Client to the Partner without delay. The Partner diagnoses the anomaly and then corrects it within a reasonable period of time and in accordance with usual practice and know-how in the field. This period may vary depending on the type of anomaly.

The Partner is not responsible for maintenance in the following cases:

- Refusal of the Client to collaborate with the Partner in the resolution of anomalies and in particular to answer questions and requests for information;
- Use of the Application Services in a manner that is not in accordance with their purpose or documentation;
- Unauthorised modification of the Solutions by the Client or a third party;
- Failure by the Client to fulfil its obligations under the Contract;
- Implementation of any software package, software or operating system not compatible with the Application Services;
- Use of incompatible consumables;
- Failure of electronic communication networks;
- Voluntary act of degradation, malevolence, sabotage of the Partner's Services and Products;
- Deterioration due to a case of force majeure or misuse of the Application Services by the Client.

8.1 Operating procedure

The TVTY solution is a SAAS solution. Updating the customer portal may interrupt the Service. If possible, these migrations will be carried out during the non-working hours and with the objective of minimizing the unavailability of Services.

9. Technical Assistance

The Client shall be answered by email, Monday to Friday, from 9am to 6pm, within a maximum period of 4 hours, to the support email address specified in the order form.

In addition, the Client may also request assistance during the technical configuration provided for the correct use of the Solution. If necessary, the additional Service provided to the Customer may be invoiced. In this case, a prior quotation will be submitted to the Customer.

10. Personal data

10.1. Processing of personal data carried out by each party as data controller

As part of the execution of the Contract and the administration of the commercial relationship between them, each Party may collect certain personal data relating to the other Party's employees, agents and/or legal representatives. Such data shall only be collected and processed by each Party, as independent data processor, for the following purposes:

- Carrying out administrative operations related to contract management, orders, invoicing and payments;
- Maintaining the commercial relationship with the other Party, as well as maintaining up-to-date documentation and contact file about the other Party;
- Informing the other Party of the evolutions concerning the first Party's services;
- Managing possible complaints.

The personal data collected in this context shall only be intended for each Party's internal services and, where applicable, for each Party's data processors acting on its behalf and in accordance with its instructions.

The personal data collected in this context will be retained for the duration of this Contract, which may be increased by the duration of the applicable statute of limitations. Data subjects have a right of access, rectification, deletion and portability of their data, as well as the right to oppose and request the limitation of the processing of their personal data. These rights can be exercised by contacting the Party acting as the data controller of the concerned processing. Data subjects also have the right to lodge a complaint to the competent data protection authority.

10.2. Processing of personal data carried out by TVTY as data processor

In the course of providing the services under this Contract, TVTY will collect and process certain personal data as data processor, acting on behalf of and according to the instructions of the Client, which is the data controller.

The description of the concerned processing as well as of the specific obligations of the Parties in this context are set out in the data processing agreement in Appendix 1 of this Contract.

11. Financial terms

11.1. Offer - Prices

The Services and/or Products, which are the subject matter of the Contract, shall be invoiced to the Client in accordance with the current price list appearing on the order form signed by the Client.

The prices may be revised by the Partner at any time, excluding order forms already signed, and become applicable immediately after the Partner has informed the Client of the new prices.

The fees for the Services are indicated in euros and are exclusive of tax and charges. The billing address is the address of the Client's registered office.

The following Services are excluded from the fee and may give rise to separate invoicing, after a quotation has been given to the Client:

Technical Assistance Services,

And more generally, all Services not included in the SaaS offer.

11.2. Invoicing

Invoices are issued in electronic format at the end of the campaigns conducted. The Client agrees to receive invoices by this means of transmission.

An invoice that has not been contested by the Client within fifteen (15) calendar days from the date of receipt is definitively accepted by the latter in principle and in amount. Any dispute raised by the Client against an invoice may under no circumstances exempt it from payment.

11.3. Payment terms

Payment for the Products or Services shall be received by the Partner within the period indicated on the invoice or within 30 days from the date of the invoice if no period is specified.

11.4. Delayed/Defaulted payment

Payment of the invoice by the Client is made on the due date and according to the methods provided for in the order.

Without prejudice to possible damages, the Client's delayed or defaulted payment of an invoice on its due date automatically leads to:

The application of interest for late payment equal to three times the legal interest rate, without prior notice and from the first day of delay, in accordance with Article L. 441-10 of the French Commercial Code;

The payment of the indemnity for collection costs, the amount of which is equal to the actual amount of the collection costs borne by the Partner or, in any event, cannot be less than the fixed indemnity provided for in the provisions of Article D. 441-5 of the French Commercial Code;

Additional bank and management costs (collection follow-up, follow-up letters and telephone charges, representation of direct debit rejections).

Without prejudice to any other rights or remedies available to the Partner, the Partner shall have the right, where any amount due to it from the Client under the Contract is not paid on the due date, to cancel or suspend performance of the Contract or any order, including to suspend deliveries of the Software and the provision of Services until a payment or credit settlement satisfactory to the Partner is obtained.

11.5. Annual price review

TVTY reserves the right to re-evaluate the price of its subscriptions annually. TVTY reserves the right at any time, should it improve its Products or Services, to re-evaluate its pricing conditions. This change in no way affects the quotes already issued or those signed by its Clients.

12. Postponement or cancellation of an order

12.1. Cancellations after the deadline

Any postponement of an advertising order signed or validated by e-mail by an advertiser or its corporate representative shall imperatively be sent to TVTY by e-mail and shall be subject to the following penalties:

- 70% of the amount cancelled for a notification made less than 5 working days before the date of the first TV broadcast;
- 50% of the amount cancelled for a notification made less than 15 working days before the date of the first TV broadcast;
- 30% of the amount cancelled for a notification made less than 30 working days before the date of the first TV broadcast;
- 80% of the amount cancelled for a notification made after the date of first TV broadcast.

The fixed costs for the implementation of the campaign ("on-boarding") shall be due in full if the tag has been placed on the Client's website.

12.2. Exceptional event – force majeure

- For any event deemed by TVTY as a case of force majeure such as, for example, lockdown for health reasons, Clients shall be able to benefit from an analysis credit equivalent to the amount of the penalty invoiced, which can be used until the end of the calendar year of the initially planned campaign.
- An exception will be made for campaigns starting in the fourth quarter so that the Client may benefit from the analysis credit available until March 31 of the following calendar year (i.e. N+1, year N being the year the campaign starts).

13. Liability - Force Majeure

Each Party shall be liable for the consequences of direct and foreseeable damage caused to the other Party resulting from its faults, errors or omissions, as well as from the faults, errors or omissions of its subcontractors, if any. Furthermore, only faults proven by the Client may lead to compensation by the Partner. Consequently, the Partner may under no circumstances be held liable for indirect or unforeseeable loss or damage by the Client or third parties, including in particular any lost profits, loss, inaccuracy or corruption of files or data, commercial prejudice, loss of turnover or profit, loss of clients, loss of opportunity, cost of obtaining a substitute product, service or technology, in relation to or arising from the non-performance or improper performance of the services.

Furthermore, the Partner may not be held liable for the accidental destruction of Tracking Data or Portal Data by the Client or a third party having accessed the Application Services by means of the Identifiers given to the Client.

The Partner may under no circumstances be held liable for any damage caused by an interruption or reduction in service from the telecommunications operator, the electricity supplier or in the event of force majeure.

The Client declares that it is aware of the characteristics and limitations of the Internet. Data transmissions over the Internet are only relatively reliable from a technical point of view. No one can guarantee the proper functioning of the Internet. The data circulating on the Internet is not protected against possible misappropriation. For this reason, the communication of passwords, confidential codes, and any information of a sensitive nature is done at the Client's own risk.

It is expressly understood that the Client alone assumes its own financial, industrial and professional risks. In any case, in the event of TVTY's determined and proven liability for any cause whatsoever, the compensatory allowances or damages that TVTY may be required to pay to the Client shall not exceed the amount of the fees paid by the Client for the use of the Service or the Product of TVTY, as shown on the order form.

14. Insurance

The Partner has taken out the necessary insurance to cover the risks associated with the performance of its activity. It undertakes to provide the Client with any proof, if the Client expressly requests it.

15. Confidentiality

Each Party undertakes to:

- Keep confidential all information it receives from the other Party
- Not to disclose the other Party's confidential information to any third party, other than employees or agents with a need to know;
- To use the other Party's confidential information only for the purpose of exercising its rights and fulfilling its obligations under the Contract.

Notwithstanding the foregoing, neither Party shall have any obligation whatsoever with respect to information that (i) has or would become publicly available through no fault of the Party receiving it, (ii) is independently developed by the Party receiving it, (iii) is known to the Party receiving it before it is disclosed to it by the other Party, (iv) would legitimately be received from a third party not submitted to an obligation of confidentiality, or (v) would have to be disclosed by law or by order of a court (in which case it should be disclosed only to the extent required and after giving written notice to the Party providing it).

An exception to this confidentiality clause may be made in the event of a request from the judicial authorities ordering the Partner to produce information relevant to an investigation, without the obligation of professional secrecy being invoked unless there is a legitimate reason to do so. The Partner shall inform the Client of any such request.

The Partner is obliged to ensure that it complies with its legal obligations as a SaaS host.

In particular, the Client is informed and accepts that the Partner retains, for the duration and under the regulatory conditions, the data likely to enable the identification of anyone which contributed to the creation of the content of the Service, with a view to its possible communication in court. Subject to this reservation, the Partner is obliged to observe the strictest professional secrecy with regard to this data.

The Parties' obligations with regard to confidential information shall remain in force throughout the term of the Contract and as long as, after its expiry, the information concerned shall remain confidential for the Party disclosing it and, in any event, for a period of 10 years after the expiry of the Contract.

Each Party shall return all copies of documents and media containing the other Party's confidential information as soon as the Contract ends, regardless of the cause. The Parties also undertake to ensure that these provisions are complied with by their staff, and by any employee or third party which may intervene in any capacity whatsoever in terms of the Contract.

However, the Partner will have the possibility to use the Portal data in an aggregated and anonymous form for the preparation of statistics, reports and other studies, internal or external to the Partner. The only information that can be used and disclosed by the Partner shall be global data which cannot be referred to or attributed to a particular client. Any other use is subject to the prior written consent of the Client.

16. Force majeure - Suspension of obligations

Neither Party may be held liable for failure to fulfil its obligations under the Contract in the following cases qualified as force majeure by the Parties, or more generally any other event of force majeure with the characteristics defined in Article 1218 of the French Civil Code: Failure resulting from a government decision, including any withdrawal or suspension of authorisations of any kind, failure resulting from a total or partial strike, internal or external to the company, fire, natural disaster, state of war, total or partial interruption or blockage of the telecommunications or electrical networks, acts of computer piracy, any unavailability due to causes outside the Partner's control. The Party ascertaining the event shall immediately inform the other Party of its inability to perform.

In the event of the occurrence of a case of force majeure, the obligations of the Parties shall be suspended.

The suspension of obligations or delay may under no circumstances be a cause for liability for non-performance of the obligation in question, nor result in the payment of damages or late penalties.

If the case of force majeure persists beyond a period of 7 days, this Contract may be automatically terminated by either Party.

In the event of termination, the Client shall cease to use any access codes to the Solutions and Application Services.

17. Termination of a party's obligations

In the event of non-compliance by one Party with its obligations under this Contract, the other Party may terminate the Contract after giving a 15-day notice period.

For the Client:

Failure by the Partner to provide the Service / Product in accordance with the General Terms and Conditions.

For the Partner:

Non-payment of due invoices by the Client

Misuse of the Services by the Client

Non-compliance by the Client with the Personal Data clause

It is expressly understood that such termination shall take place automatically, without formalities.

In any event, the Injured Party may seek damages in court, without prejudice to the application of penalties attributable to the Client, in particular for late payment.

18. Reversibility

In the event of termination of the contractual relationship, whatever the cause, the Partner undertakes to destroy the Indexes provided by the Client in terms of the execution of this Contract, as well as all backups made by the Client.

However, in order for the Client to keep a history, the data of its past campaigns shall be kept 18 months after the end of the contractual relationship between the parties.

The provisions of Appendix 1 of the General Conditions shall prevail over any conflicting provisions contained in this Section with regard to personal data.

19. Circulation of the contract

As the Contract is concluded "*intuitu personae*", the Parties shall refrain, on the one hand, from transferring, for any reason and in any form whatsoever, whether for payment or free of charge, the Contract or any of their rights and obligations to a third party and, on the other hand, from giving a third party the performance of all or part of their contractual obligations.

However, these prohibitions may not be opposed to legal obligations of public order, nor to the prior written authorisation of the Parties.

20. Amendment - Entirety

Any modification of the General Conditions will be brought to the attention of the Client. The Client shall not be bound by the new version of the General Conditions until it has expressly accepted it.

It represents the entire commitments existing between the parties. It replaces and supersedes any previous oral or written commitment relating to the subject matter of this contract.

21. Partial invalidity - Severability of Clauses - Waiver - Prevalence

The nullity, lapse, lack of binding force or unenforceability of any or all of the provisions of the Contract shall not entail the nullity, lapse, lack of binding force or unenforceability of the other provisions, which shall retain all their effects. However, the Parties may, by mutual agreement, agree to replace the invalidated stipulation(s).

It is formally agreed between the Parties that any tolerance or waiver by either Party in the application of all or part of the commitments provided for in the Contract, regardless of the frequency and duration thereof, shall not be deemed to constitute an amendment of the Contract, and it may also not create any right whatsoever.

In the event of possible contradictions between one or more provisions contained in the General Terms and Conditions and one or more provisions of the order form, the latter shall prevail.

22. Notifications

All notices and other communications in connection with the Contract may be delivered by hand, sent by registered mail with acknowledgement of receipt in a duly stamped envelope or transmitted by fax or e-mail, to the address and to the attention of the person indicated on the last written notice in this respect sent by one party to the other party.

This is also the address to be taken into account for the service of procedural documents in accordance with the law. Such notifications and other communications shall be deemed to have been received:

In the case of hand-delivery, on the day of delivery to the relevant address (or, if that day is not a working day, on the first working day thereafter);

If sent by registered letter with acknowledgement of receipt, on the day indicated on the acknowledgement of receipt;

If sent by fax, on the day indicated on the automatically generated acknowledgement of receipt (or, if that day is not a working day, the first working day thereafter);

If sent by email, (i) when the receiving party acknowledges receipt of the message, or (ii) when the sending party receives an automatically generated message confirming that its message has been delivered or opened, whichever occurs first.

23. Disclosure

The Client authorises the Partner to mention its name and logo as a commercial reference on any medium useful for its prospection and in particular by inserting a hyperlink on its website redirecting to the Client's website. This mention free of charge shall not be subject to any compensation or remuneration in any way whatsoever. The Client may terminate this authorisation at any time by written notice.

The Client undertakes to mention the Partner ("Source www.TVTY.com") any reproduction and/or representation of elements and/or data extracted via the Solutions that it may be required to communicate to third parties (prospects, clients, press, other media, etc.) and to accompany them with the information necessary for the proper intelligibility of the elements or data presented. For any reproduction and/or representation of elements and/or data extracted via the Solutions that it may be required to communicate to third parties, the Client undertakes not to make any changes to the information communicated by the Partner. The Partner grants the Client, free of charge, a right to use its name and logo for the sole purpose of fulfilling the obligations set out in this paragraph. The Partner may nevertheless terminate this authorisation at any time after the end of the Contract.

24. Guarantee of peaceful possession

The Partner declares and guarantees:

That it is the holder of all intellectual property rights that enable it to enter into the Contract.

That the Solutions are not likely to infringe the rights of third parties.

25. Applicable law - Jurisdiction - Language of the contract

The interpretation, validity and performance of the Contract shall be governed by French law, to the exclusion of any other legislation.

If the Contract is drawn up in several languages or translated, only the French version shall be authoritative.

The language used in any dispute resolution or other proceedings shall be the French language.

Any dispute arising from the interpretation or execution of the service shall be the subject of an attempt at amicable settlement. To this end, the Parties agree to meet to settle their dispute in terms of a meeting organised at the initiative of either Party. The Parties agree to meet within 15 days of receipt of a registered letter with acknowledgement of receipt notified by either Party.

In the absence of an amicable solution, the Parties attribute exclusive jurisdiction to the Commercial Court of Paris, France for any legal action resulting from a dispute, including in the event of summary proceedings, multiple defendants or introduction of third parties. The various methods of dispatch or payment, our provisions for acceptance of payment or cash on delivery acceptances, may not result in any novation or derogation from this jurisdiction clause.

Appendix 1

Data Processing Agreement

1. General provisions

1.1 This Data Processing Agreement ("the DPA") is an integral part of the Contract and supplements the provisions of Article 10 thereof.

Its purpose is to set forth the obligations of the Parties relating to the processing of personal data carried out by TVTY in the context of the performance of the Contract, in a capacity as data processor acting on behalf of and in accordance with the instructions of the Client, which is the data controller and which, in this respect, determines the purposes of the processing.

1.2 In this DPA, "Processor" refers to TVTY and "Controller" refers to the Client.

The other words and expressions used in this DPA shall have the meaning assigned to them, where applicable, in the applicable regulations pertaining to the protection of personal data, including : (i) Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data ("GDPR"), and, as the case may be, (ii) any other national or Community legislation or regulations applicable during the term of the DPA, including French Law No. 78-17 of January 6, 1978 as amended (hereinafter together the "Personal Data Regulations").

2. Instructions of the Controller

2.1. The characteristics of the processing of personal data that the Processor carries out on behalf of the Controller, as well as the instructions of the latter on the date hereof, are detailed in Supplement 1 to this Appendix (hereinafter the "Processing Instructions").

During the term of the DPA, the Controller undertakes to communicate and, if necessary, to update in writing the Processing Instructions, and more generally to document in writing any additional instructions relating to the processing of personal data expected from the Processor in the context of the performance of the Contract, which will also constitute Processing Instructions. The Processor cannot be held liable for failure to comply with an instruction that has not been documented in writing by the Controller.

The Processor will process the personal data solely in the context of the performance of the Contract, of the Processing Instructions and of any other documented instructions of the Controller, unless otherwise required by the Personal Data Regulations. In such a case, the Processor will inform the Controller of this requirement prior to its implementation unless the relevant regulations prohibit such information.

2.2. Prior to the transmission of the Processing Instructions, the Controller represents and warrants that the characteristics of the processing operations covered by this DPA are compliant with the Personal Data Regulations, in particular with regards to the purposes of processing, the legal bases, the information of and, if applicable, the obtention of consent from the data subjects, as well as the determination of retention periods.

2.3 Without prejudice to the provisions of article 2.2, if the Processor considers that a Processing Instruction constitutes a breach of the Personal Data Regulations, it will inform the Controller. However, the Processor shall not be required to carry out in-depth legal analyses of the Processing Instructions. The parties will be able to exchange their positions, but the final decision will be taken by the Controller under his sole responsibility.

3. Confidentiality and security of personal data

3.1 The Processor shall ensure that the persons under its responsibility and authorized to process personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

3.2 The main technical and organizational security measures implemented by the Processor on the date of signature of the Contract are described in Supplement 2 of this Appendix entitled "Security".

The Processor may make changes to these measures during the term of the DPA provided that it maintains an equivalent or higher level of security, which must remain adapted to the risks. The Processor undertakes to communicate updates to the security measures upon written request from the Controller.

3.3 The Processor undertakes to notify the Controller of any breach of personal data relating to the processing covered by the DPA, as soon as possible after being informed of it. This notification will be supplemented, as far as possible, with all useful information available to the Processor in order to allow the Controller to assess the nature and consequences of the personal data breach, to notify the competent supervisory authority and, where appropriate, the data subjects. The Controller is solely responsible to notify, where appropriate, personal data breaches to the competent supervisory authority as well as to the data subjects.

4. Information and rights of data subjects

4.1. The Controller is solely responsible to draw up and communicate to the data subjects any information relating to the conditions of processing of their personal data or to their rights concerning such processing, in accordance with the Personal Data Regulations.

4.2. Without prejudice to the foregoing, the Processor will make its best efforts to assist the Controller in complying with the requirements of the Personal Data Regulations, in particular regarding the technical content of the information provided to the data subjects and the exercise of their rights. In the latter case, the Processor undertakes to communicate without delay to the Controller any request received from the data subjects concerning the exercise of their rights and the information needed to respond to these requests, insofar as such information is available to the Processor. The costs associated with any assistance work requested from the Processor by the Controller in relation to the exercise of their rights by data subjects will be borne by the Controller if it represents more than two (2) hours of work by the Processor.

5. Sub-processors

5.1. The Controller generally authorizes the Processor to use sub-processors, subject to the below.

The list of sub-processors is presented for each processing in Supplement 1 of this Appendix. The Processor must inform the Processor in writing before any modification of this list occurring after the effective date of the Contract. Within eight (8) business days following the transmission of this information, the Controller may raise written and reasoned objections regarding the planned modification. If the Controller objects to the addition of a sub-processor that is essential for the purposes of Processor's provision of the services requested by the Controller, due to the sub-processor's expertise, material capacities, market positioning and/or any other objective criteria communicated by the Processor to the Controller, the Processor may not be held liable in the event of impossibility or failure to provide all or part of the concerned services.

5.2. Any contract signed between the Processor and a sub-processor shall impose on the sub-processor obligations at least equivalent to those provided for in this DPA.

6. Transfers outside of the European Union

The following conditions must be met prior to any transfer, by the Processor, of personal data processed on behalf of the Controller to a country located outside of the European Union that has not been subject to an adequacy decision by the European Commission:

- Obtaining a written authorization from the Controller. On the day of signature of the Contract, the Controller gives its authorization for the transfers described in Supplement 1 of this Appendix.
- Setting up one of the appropriate safeguards referred to in section 46 of the GDPR.
- Where appropriate, putting in place additional technical and/or organizational measures to ensure that the rights of the data subjects whose personal data are transferred to a third country effectively benefit from a level of protection substantially equivalent to that guaranteed within the European Union, taking into account the risks identified with regard to possible access by the public authorities of the concerned third country, based on an analysis of the relevant elements of that country's legal system.

7. Consequences of the termination of the Contract

Upon expiry of the retention periods indicated in the Processing Instructions and in any event at the end of the Contract, the Processor shall delete all personal data processed under this DPA or return them to the Controller or to any person designated by him, at the latter's choice expressed in writing.

At the end of these operations, the Processor will delete any existing copies, without prejudice to Processor's right to temporarily retain all or part of the personal data processed within the framework of this DPA, for the purpose of proving that it has properly performed its contractual obligations, or to comply with a legal retention obligation.

8. Cooperation and proof of compliance

8.1 The Processor will make its best efforts to assist the Controller in carrying out data protection impact assessments and, where appropriate, in consulting the competent data protection authority. The costs associated with the Processor's assistance work in this context shall be borne by the Controller and shall give rise to the prior transmission of a quote by the Processor.

8.2. The Processor shall communicate to the Controller, within a reasonable period of time following the latter's written request, all the information in its possession that is necessary to demonstrate the compliance of the personal data processing operations that it carries out under this DPA.

8.3. Subject to the conditions set out below, the Processor undertakes to cooperate with the Controller, upon the latter's written request, in relation to audits and inspections intended to verify the Processor's performance of its obligations under this DPA.

The Controller may conduct a maximum of one (1) audit or inspection per contractual year. However, this limit is not applicable in the event of a security incident resulting in a personal data breach. In such event, the Controller may carry out a specific audit or inspection following the security incident, without prejudice to the possibility of carrying out a second audit or inspection during the same contractual year.

The Controller must inform the Processor of the planned verification operations at least thirty (30) business days before the start of the audit, by registered letter with acknowledgement of receipt. This thirty-day period may be reduced to fifteen (15) business days in the event of an audit following a security incident resulting in a personal data breach. If the Controller uses an external auditor, the latter must not carry out activities competing with that of the Processor. Prior to the audit, the Controller and the external auditor shall sign a confidentiality agreement. The external auditor must, in particular, undertake to use the information accessed in the context of its mission solely for the purposes of carrying out the audit.

The Controller will bear the costs of any audits or inspections that it decides to conduct. The operations carried out by the Processor in the context of the audit or inspection will give rise to the transmission of a fee quote by Processor which must be accepted by the Controller prior to the carrying out of said operations by the Processor.

8.4. The audit report must be sent to the Processor within fifteen (15) business days of the completion of the audit. The Processor may make any comments on the audit report within fifteen (15) business days, and such comments shall be incorporated into the final audit report. The Parties will meet and discuss any measures to be put in place following the audit.

Supplement 1 to the Data Processing Agreement

Processing Instructions

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Processing no. 1 – Measuring the performance of TV or radio advertising campaigns		
Subject-matter	Measurement the performance of the Controller’s TV or radio advertising campaigns.	
Nature	Placement of cookies and other tracers; collection, recording, organization, retention, aggregation, and anonymization of personal data.	
Purposes	<ul style="list-style-type: none"> - Measuring the impact of the Controller’s TV or radio advertising campaigns on the number and nature of the visits of the latter’s website(s). - <u>Optional</u>: Measuring the actions of offline conversion of the Controller’s customers following the broadcast of the Controller’s TV or radio advertising campaigns. 	
Categories of personal data	<ul style="list-style-type: none"> - Data related to the navigation on the websites and/or the mobile applications (timestamp, IP address of the users, technical data related to the equipment and browser used by the users, cookies identifier, pages visited). - <u>In the context of the optional purpose described above</u>: Data relating to telephone calls made by consumers to the call center(s) of the Controller following the broadcast of the radio or TV advertisement (timestamp, duration and nature of the call, number called, <u>optionally</u>: pseudonymous identifier allowing to link a phone call with a website or a mobile application visit). 	
Categories of data subjects	<ul style="list-style-type: none"> - Internet users visiting the website(s) or the mobile application(s) of the Controller. - <u>In the context of the optional purpose described above</u>: Consumers calling the call center of the Controller. 	
Duration	The data are retained for the shortest period of time between: <ul style="list-style-type: none"> (i) 13 months - this period may be reduced by the Controller in the tool made available by the Processor; and (ii) Termination of the Contract, pursuant to Article 7 of the DPA. 	
Sub-processors	Sub-processor no. 1	
	Name	OVH SAS
	Mission	Processing cluster on dedicated servers
	Sub-processor no. 2	
	Name	AMAZON WEB SERVICES EMEA SARL
	Mission	Dedicated servers for pixels and tags
	Sub-processor no. 3	
	Name	Google Ireland Limited
	Mission	Backup data
	Sub-processor no. 4	
Name	Jaguar Network	
Mission	Datacenter – VPN access	
Transfers outside the EU to non-adequate countries	None	

Processing n° 2 (Optional) – Association of a TV or radio score	
Subject-matter	Association of a TV or radio score to a Internet user.
Nature	Placement of cookies and other tracers; collection, recording, organization, conservation, enrichment, and transmission of data to third parties.
Purposes	Associating a TV or radio score to an Internet user in order to allow the Controller, by itself or through a third party, to improve the Controller’s customer database and/or to carry out re-targeting actions or advertising nature and/or to conduct analyses of its customer database according to the TV or radio scores associated with the latter.
Categories of personal data	<ul style="list-style-type: none"> - Data related to the navigation on the websites and/or the mobile applications (timestamp, IP address of the users, technical data related to the equipment and browser used by the users, cookies identifier, pages visited). - Identification data (pseudonymous identifier) - Advertising profile data (TV or radio score).
Categories of data subjects	Internet users visiting the website(s) or the mobile application(s) of the Controller.

Duration	<p>The data are retained for the shortest period of time between:</p> <p>(i) 13 months - this period may be reduced by the Controller within the tool made available by the Processor; and</p> <p>(ii) Termination of the Contract, pursuant to Article 7 of the personal data processing DPA.</p>																								
Sub-processors	<table border="1"> <tr> <td colspan="2" style="text-align: center;">Sub-processor no. 1</td> </tr> <tr> <td>Name</td> <td>OVH SAS</td> </tr> <tr> <td>Mission</td> <td>Processing cluster on dedicated servers</td> </tr> <tr> <td colspan="2" style="text-align: center;">Sub-processor no. 2</td> </tr> <tr> <td>Name</td> <td>AMAZON WEB SERVICES EMEA sARL</td> </tr> <tr> <td>Mission</td> <td>Dedicated servers for pixels and tags</td> </tr> <tr> <td colspan="2" style="text-align: center;">Sub-processor no. 3</td> </tr> <tr> <td>Name</td> <td>Google Ireland Limited</td> </tr> <tr> <td>Mission</td> <td>Backup data</td> </tr> <tr> <td colspan="2" style="text-align: center;">Sub-processor no. 4</td> </tr> <tr> <td>Name</td> <td>Jaguar Network</td> </tr> <tr> <td>Mission</td> <td>Datacenter – VPN access</td> </tr> </table>	Sub-processor no. 1		Name	OVH SAS	Mission	Processing cluster on dedicated servers	Sub-processor no. 2		Name	AMAZON WEB SERVICES EMEA sARL	Mission	Dedicated servers for pixels and tags	Sub-processor no. 3		Name	Google Ireland Limited	Mission	Backup data	Sub-processor no. 4		Name	Jaguar Network	Mission	Datacenter – VPN access
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Transfers outside the EU to non-adequate countries	<p>TVTY exclusively uses servers located within the European Union, including when the servers are managed by Amazon Web Services EMEA and Google Ireland Limited.</p> <p>Any transfers of personal data subsequently carried out by these companies, as part of the provision of their services to TVTY, are governed by the following contractual documents:</p> <ul style="list-style-type: none"> - Amazon Web Services EMEA SARL, article 12 and Appendix 2; - Google Ireland Limited, article 10. 																								

Supplement 2 to the DPA

Processor Security Policy

Global security measures

Restricted and protected access

The servers on which personal data is stored and processed are not publicly accessible. They are accessible through an internal network and from a dedicated secure VPN where:

the certificate of the "data" VPN has a lifespan of 3 months,
the key of the "data" VPN is personal,
access to the "data" VPN is only granted to IT and Data team members,
IT and Data team members may only connect within the EU.

To access the machines and processes containing personal data, it is necessary to go through a stronghold where all the connections and requests made are logged.

Retention

Data retention can be configured by the Customer but cannot exceed 13 months.

Presentation of aggregated data

Customer interfaces should only present aggregated data.

Infrastructure isolation

The infrastructure on which personal data is processed is kept separate from the infrastructure used to present the results made available to clients.

The data collected is processed separately and compartmentalized by client.

The data processing is composed of a processing chain. In this chain, personal data is processed as soon as possible in order to minimize the use of personal data.

Use of secure protocols

When data is to be exchanged, it must be transmitted using a secure exchange protocol.

When identifiers are shared, they must be shared in a secure manner.

Specific security measures

It is recommended that all shared IDs be hashed.

Within the framework of a call-center type data exchange, it is specifically requested that:

if the caller ID is a telephone number, then this ID must be hashed with a salt known only to the Customer
a secure means is used to transmit the identifiers used to send this data