

GENERAL TERMS AND CONDITIONS OF USE OF ANDZUP SOLUTION AND SERVICES

PREAMBLE

TBS is the creator and producer of the software solution called "andzup", containing the database of the FICHER DES ACTEURS DE LA COMMUNICATION (FILE OF COMMUNICATION PLAYERS), and including the modules andzup Advertisers, andzup Agencies, according to the terms of the proposal signed and returned to TBS.

This Solution thus includes personal data within the meaning of the European regulation known as "GDPR" (General Data Protection Regulation)

The CUSTOMER is the entity subscribing to andzup.com under the terms of the signed proposal returned to TBS.

After accessing the Andzup Solution and its content, as well as the additional services offered by TBS, the CUSTOMER wished to use it for the purposes of its own commercial prospecting under the conditions provided for in this agreement.

The CUSTOMER agrees to comply with the combined provisions of the French Data Protection Act of 6 January 1978, as amended in regard to information technology, files and freedoms, and of the European General Data Protection Regulation (GDPR), as they currently exist and as they may be amended in the future, and to any other rules, law, recommendation or regulation of the French Data Protection Authority or any competent European Protection Authority, in particular with regard to the CUSTOMER's mandatory compliance with the GDPR.

TBS agrees to grant the CUSTOMER the right to use the andzup Solution and privileged access to its complementary services.

The list of these services is described in detail in the attached offer from TBS, which is signed by the CUSTOMER.

ARTICLE 1 – DEFINITIONS

Andzup Advertisers: Module of andzup concerning the market of advertising advertisers created and regularly updated by TBS and containing the details (company name, address, sector of activity and Internet address, to the extent possible) of the main advertisers of the country or countries subscribed for by the CUSTOMER and contacts (full name, function, telephone, fax and e-mail address to the extent possible). andzup Advertisers is accessed via a Web interface created and developed by TBS.

Andzup Agencies: Module of andzup concerning the creative and media agencies market created and regularly updated by TBS and containing the contact details of the main agencies (company name, address, sector of activity and Internet address to the extent possible) and agency contacts (full name, position, telephone, fax and e-mail address to the extent possible). andzup Agencies is accessed via a Web interface created and developed by TBS.

Andzup Extract: Module enabling access to andzup Advertisers and andzup Agencies information via the Web interface on a server hosted by an access provider chosen by TBS, with the option of exporting data in Excel format according to the conditions specified in the commercial proposal and in compliance with the provisions of this agreement.

Data Subject: Person affected by the collection, management, transfer, hosting or backup of his or her personal data for which he or she has given his or her free and informed consent, having received prior information regarding the planned processing of his or her data.

ARTICLE 2 – WARNINGS

The CUSTOMER already knows about and makes use of the Internet and the World Wide Web. The Internet is an open and informal network formed by the international interconnection of computer networks using the TCP/IP standard. Internet management is not carried out by any central entity. Each portion of this network belongs to a public, private or independent body. Its operation is based on cooperation between the operators of the different networks, with no obligation of supply or quality of supply between operators. Networks may have uneven transmission capabilities and specific usage policies. No one can guarantee the proper operating of the Internet as a whole.

ARTICLE 3 - PURPOSE OF THE AGREEMENT – RIGHT OF USE

TBS grants the CUSTOMER, which hereby accepts, the non-transferable and non-exclusive right to use, on a strictly personal basis for the purposes of its internal commercial marketing, “andzup” Solution, which in any event remains the exclusive property of TBS as the creator.

To this end, the CUSTOMER is authorised to extract and, where appropriate, reproduce the information data provided on paper, magnetic or electronic media, in accordance with its particular subscription as specified in the attached offer, exclusively for the purposes listed below and for the needs of its own commercial prospecting. The CUSTOMER will assume professional responsibility as regards the processing of these data for the personal purpose it assigns to them, in its capacity as data controller. The CUSTOMER must indicate the TBS copyright notice on any data concerned after any extraction, copy or reproduction, and delete the data concerned immediately after use. Any storage or backup of data extracted, copied or reproduced in this way is prohibited on any kind of medium.

The Customer agrees to take all necessary measures to inform its staff and any person working on its behalf of the provisions of this clause and to ensure compliance therewith. The Customer warrants, within the meaning of Article 1120 of the French Civil Code, that its staff comply with the provisions of this clause.

In this respect, the CUSTOMER is duly informed that it is responsible for ensuring compliance with its own privacy policy, which it undertakes to respect and have respected by all its staff, business partners and subcontractors, so that the latter provide a level of quality, trustworthiness, confidentiality and security in terms of personal data protection at least equal to the level TBS guarantees its CUSTOMER.

The CUSTOMER expressly recognises that it is strictly prohibited from using the Solution’s technologies, know-how or content to produce one or more database(s) that are similar to and/or may compete or interfere with andzup.

Neither may CUSTOMER use andzup for direct commercial exploitation, or indirect exploitation on behalf of third parties, even free of charge, unless expressly authorised by TBS in writing. The CUSTOMER may not assign or transfer the andzup database in whole or in part to a third party in any format, or act as subcontractor for a third party company with an activity similar or identical to its own.

In the event that:

- the CUSTOMER wishes to use the andzup database in whole or in part for the exclusive account of a third party, or
- a third party company is absorbed or comes under the control of the CUSTOMER and uses andzup in whole or in part,

the pricing conditions of the Contract will be renegotiated by mutual agreement according to the context.

TBS expressly reserves the exclusive right to intervene on andzup to enable it to be used according to its purpose, and in particular to correct errors. The CUSTOMER is thus forbidden to intervene or have a third party intervene on andzup.

In addition, the CUSTOMER irrevocably agrees not to carry out the permanent or temporary reproduction of andzup, in whole or in part, by any means and in any form, as well as the translation, adaptation, arrangement or any other modification of andzup, and the reproduction of andzup that may result from these.

ARTICLE 4 - DURATION

This agreement is entered into for an initial term of one year from the signature of this agreement. It shall then be renewed by tacit agreement for a period of one year, unless terminated by either party, by registered letter with acknowledgement of receipt sent with one month's notice prior to the anniversary date of this agreement, or earlier as provided for in the article entitled "termination" below.

ARTICLE 5 - INSTALLATION OF andzup

andzup is installed on the TBS server with a host chosen by TBS and accessible via an Internet connection. It is expressly stated that TBS is not bound by any obligation of results or means regarding the services provided by the server hosting company. In particular, it is specified that in the event of a hardware failure of the server, the response time is 2 hours during working hours, 8 hours outside of working hours, and 48 hours over the weekend.

TBS reserves the right to modify the technical features of its server and the choice of its suppliers at any time. These changes shall, however, make it possible to offer levels of performance at least equivalent to those defined herein.

Given the complexity of global networks, the unequal capacity of different sub-networks, the influx of users at certain times, and various "bottlenecks", TBS is not responsible for any damage linked with telecommunications networks.

TBS may under no circumstances be held liable if its server is unavailable for reasons of force majeure, such as the long-term failure of the public electricity grid, strikes, riots, wars, storms, earthquakes, failure of the public telecommunications network or loss of Internet connectivity caused by the public and private operators on which the CUSTOMER depends.

ARTICLE 6 - LIABILITY

It is expressly agreed that TBS may only be subject to an obligation of means as part of the performance of this agreement, which the CUSTOMER agrees to unconditionally.

TBS indicates that the database may contain errors and be incomplete. The database is updated on constantly. andzup undertakes to respect the principle of data accuracy in accordance with the GDPR.

In particular, the CUSTOMER acknowledges that due to the specific nature of the Solution's implementation, linked with the processing and dissemination of a large amount of information, the diversity of sources and the significant and frequent changes that may affect this data, TBS cannot guarantee the CUSTOMER that the databases are error-free, complete and permanently up-to-date.

In any event, andzup shall be used under the sole supervision, management and responsibility of the CUSTOMER, which shall therefore use the information contained in andzup at its own risk and which shall assume sole responsibility for decisions or choices made on the basis of this information, without recourse against TBS.

Under no circumstances the parties shall be liable for direct or indirect damage that could result from the use of andzup, such as commercial loss, loss of turnover, loss of customer base, any business difficulties whatsoever, or loss of brand image suffered by the CUSTOMER or by a third party.

In general, TBS may not be held liable for any commercial disruption that may result from the inability to access andzup, regardless of the duration of this lack of access, or, for example, which may result from the use of incorrect information contained in andzup (or for the fraudulent use of data resulting from the voluntary or involuntary actions of the CUSTOMER).

In general, TBS may not be held liable for any disturbance of business caused by the impossibility of access to andzup, however long the period, or resulting, for example, from the use of erroneous information contained in andzup (or fraudulent use of data due to a voluntary or involuntary act by the CUSTOMER).

However, if TBS is held liable as a direct or indirect result of this contract, the amount of any fines or damages it is ordered to pay is expressly limited to the amount of the annual subscription indicated in the attached proposal.

Each Party undertakes to take out and maintain in force for the entire term of the Contract a professional liability insurance policy with a reputable solvent company, covering the consequences of any liability it incurs during the performance of this contract.

In any event, TBS must ensure that its coverage is always sufficient with regard to the risks inherent to or resulting from the performance of this contract.

At the Customer's request, at the signature of this contract and subsequently, TBS must provide proof that this insurance has been taken out and that premiums are regularly paid.

ARTICLE 7 – OBLIGATIONS

a) The CUSTOMER undertakes to use andzup only for the needs of its own commercial prospecting in compliance with the terms and conditions of use stipulated in this Contract.

TBS guarantees that it has obtained all necessary authorisations when using, in any way, any software, documentation, and more generally any object covered by intellectual or industrial property rights belonging to a third party.

b) The CUSTOMER is prohibited from disclosing all or part of andzup, by any means, to third parties. It agrees to impose this prohibition on all its employees and authorised users.

It shall not reproduce andzup or cause andzup to be reproduced, in whole or in part, in any form whatsoever, except under the conditions referred to in Article 3.

If this contract is terminated by TBS or the CUSTOMER for any reason, the latter undertakes to permanently delete from any medium any data received from andzup and to no longer use them, within eight days of the contract's termination date.

The CUSTOMER agrees to comply with the principles of the GDPR, which impose the obligation to return or destroy data when the data subject exercises its right to object or its right to be forgotten.

c) The CUSTOMER is responsible for ensuring the proper use of andzup.

The CUSTOMER shall:

ensure that its company's structures take into account the new conditions involved in the use of andzup and, where applicable, take the necessary organisational measures,
make the appropriate efforts to train its staff,
warn its staff of the risk of errors that may occur during the initial operations.

The CUSTOMER declares that it has implemented an internal system capable of securing the installation, possession and use of andzup so that, in particular, only duly authorised users have access to the usernames and passwords enabling the use of andzup.

ARTICLE 8 – OWNERSHIP – OBLIGATIONS OF THE CUSTOMER

TBS guarantees that it is the creator and producer of the andzup Solution.

In its capacity as creator and producer, TBS is the sole owner of the intellectual property rights for the software, database and data that constitute the andzup Solution, as well as all documentation, reports or studies concerning it, in any form, produced by TBS in the context of its services.

The CUSTOMER agrees:

not to infringe TBS's intellectual property rights and legitimate interests, either directly or indirectly,
on its own behalf and on behalf of the people working for it, not to unlock the andzup integrated protection systems,

- to permanently maintain the indications of property and copyright appearing in andzup and all exports and copies of data made by the CUSTOMER and all documents remitted to the CUSTOMER by TBS, to respect the marks, names, and acronyms, or any other distinctive sign belonging to TBS, and to prevent any analogy being fostered in the minds of the public, for any purpose whatsoever and by any means whatsoever,
- not to reproduce all or part of the Solution or its documentation,
- not to communicate or disseminate to third parties not expressly authorised, by any means, all or part of the Solution, its data or all of its documentation.

ARTICLE 9 – CONFIDENTIALITY

Each party is bound by the utmost professional secrecy regarding all information of any kind concerning each of them, andzup, and the methods and services to which it may have access under the terms of this agreement.

Each party agrees to ensure that these provisions are complied with by its staff and any employee or third party who may be involved in the performance hereof, in any respect whatsoever.

This obligation does not apply to (i) information developed by either party independently and (ii) information that was in the public domain or that falls into the public domain through no fault of either party.

Each Party agrees to use the appropriate means to preserve the confidentiality of the information and documents to which they have had access during the performance of this agreement.

ARTICLE 10 – FINANCIAL TERMS

The CUSTOMER has subscribed to the option the pricing conditions indicated in the commercial offer, which it has accepted.

TBS will issue its invoices in advance each year, including added taxes. All invoices are payable within 30 days without discount.

TBS has the right to revise the fee amount every year based on changes in the Syntec index. The Syntec benchmark index is that of the April preceding the effective date of the agreement.

If an invoice remains unpaid on its due date and after a formal notice to pay has remained without effect eight days after it was sent, TBS may, without incurring any liability, suspend all its services covered by the present contract, including access to andzup. Late payment penalties will be due as of right without prior notice for any sum unpaid on its due date, calculated at a rate equal to 1.5 times the legal interest rate. This suspension in service shall be the responsibility of the CUSTOMER, which agrees to bear all the consequences thereof, in particular price increases and delays in response times.

ARTICLE 11 – COLLABORATION BETWEEN THE PARTIES

TBS may not carry out any external communication action (press, social networks, printed publication, etc.) on the present contract without having obtained the prior written and discretionary agreement of the Customer.

The Parties agree to collaborate closely within the framework of their commercial relationship.

The Parties undertake to communicate any difficulties they encounter in the course of their experience throughout the term of the contract, so that these problems can be dealt with promptly, thus contributing to the success of the whole.

ARTICLE 12 – DATA PROTECTION LAW/COMPLIANCE WITH THE EUROPEAN PERSONAL DATA PROTECTION REGULATION

The Parties undertake to comply with current regulations applicable to the processing of personal data, in particular Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter the "GDPR") as well as any applicable national regulations, which together form the regulations (hereinafter the "Regulations"). TBS is responsible for the processing of personal data provided on the Solution and the CUSTOMER is the recipient of these data within the meaning of the Regulations.

TBS as the data controller must ensure that the content of the andzup database has been obtained in compliance with the Regulations. To this end, TBS undertakes to inform the data subjects present in the andzup Solution database and to obtain their prior consent, in accordance with the Regulations. TBS also undertakes to respect their rights concerning Data Protection (right of access, portability, rectification, deletion, etc.) in accordance with the GDPR. TBS undertakes to implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with current regulations.

The CUSTOMER is responsible for the use of personal data in compliance with the Regulation as from their provision by TBS via andzup.

However, if the CUSTOMER has acted in accordance with the Regulations concerning the use of personal data provided in this way, it may not be held responsible if TBS has violated these Regulations before providing the data.

When using andzup Extract with the export of personal data from andzup, the CUSTOMER assumes full and entire responsibility for the data transferred, in terms of both confidentiality and security during the transfer and with regard to the use, operation, hosting and storage of these data.

Consequently, TBS is exempt from any liability if the Regulation provisions are infringed as regards the transfer of personal data by the CUSTOMER.

The CUSTOMER is responsible for ensuring that the processing of personal data in its possession, which is the subject of the transfer, is in compliance with national, European and international personal data protection laws. The CUSTOMER will not be entitled to seek TBS's liability when it has carried out an export (Excel or other) of the data from andzup, and undertakes to respect the rights of access, portability, rectification, deletion, etc., of data under the conditions of the GDPR, and to irreversibly delete all the data of data subjects, within 48 hours of the exercise by these persons of their right of opposition.

The CUSTOMER may not send electronic messages to contacts listed in the andzup database by disguising or masking the identity of the sender in whose name the communication is made. The CUSTOMER must respect its obligation of transparency by ensuring that the sender's address is systematically included in the body of its message and that an unsubscribe link is systematically present in each email to enable the persons contacted to exercise their right to no longer receive information from the CUSTOMER. Each email must also clearly indicate the procedure to follow and the CUSTOMER's contact details, so that the persons contacted can exercise their rights of access, portability, rectification, deletion, etc., with data concerning them.

If the CUSTOMER fails to respect this process or all the aforementioned provisions, it may be subject to action by TBS for the negligent breach of its contractual obligations.

ARTICLE 13 – TERMINATION

In the event of non-compliance by either Party with any of the clauses of this contract, the other Party may terminate this contract as of right, fifteen days after sending a formal notice that has remained without response.

Each Party may terminate this contract as of right immediately and without notice in the event of the dissolution or liquidation of the other Party, breach of the confidentiality clause, breach of the clause on collaboration between the Parties, breach of the clause on the Data Protection Act or failure by TBS to take out a Professional Liability insurance policy as stipulated in article 6 above.

In these cases, the consequences are as follows:

- in the event of termination initiated by TBS for reasons of non-compliance with any clause in this contract, in particular in the event of non-payment of the sums due in application of article 10 in this agreement, one month after their due date: the termination of this contract will not release the Customer from its financial obligations to TBS arising prior to the termination date.

- in the event of termination initiated by the Customer because of failure to comply with any clause in this contract, the Customer will be immediately released from the effects of this contract as of right and may, where

applicable, demand reimbursement of the annual fee already paid on a pro rata basis for the time spent using the Solution.

ARTICLE 14 – CONSEQUENCES OF TERMINATION

In all cases of termination, the CUSTOMER undertakes to delete from any medium any information data received from andzup and to no longer use them, under penalty of infringement liable to prosecution before the criminal and civil courts.

To this end, the CUSTOMER undertakes in particular to:

- remove from its media and tools (CRM for example), all contacts with whom no commercial relationship has been created (appointments, exchange of emails etc.),
- remove all exports carried out from all their media, and
- remove all andzup addresses and data from lists included in an emailing platform

ARTICLE 15 – TRANSFER OF THE AGREEMENT

This agreement is between the sole contracting parties. It may not be transferred to the parties' successors or assignees without the prior written consent of the other party, pursuant to Article 1690 of the French Civil Code.

ARTICLE 16 - FORCE MAJEURE

Initially, a case of force majeure according to the criteria normally adopted by the case law of the French courts and tribunals shall suspend the obligations of this agreement.

If the force majeure event continues for more than three months, this agreement shall be terminated at the request of the first party to act.

ARTICLE 17 - ENTIRE AGREEMENT

This agreement expresses all the obligations of the parties.

Any general or specific condition contained in a document sent by each of the parties to the other cannot be included in this agreement, unless it is the subject of an amendment signed by both parties.

ARTICLE 18 - PARTIAL INVALIDITY

If any of the stipulations of the contract are null and void with regard to a rule of law in force or a judicial decision that has become final, it will be deemed non-existent, but the other stipulations will retain their full force and scope.

ARTICLE 19 – MODIFICATIONS TO THE CONTRACT

Any modifications to this contract may only be carried out after the signature of an additional clause by both parties.

ARTICLE 20 – JURISDICTION

In the event of a dispute concerning the interpretation or execution of this contract, exclusive jurisdiction is attributed to the Commercial Court of Paris, notwithstanding multiple respondents or third party appeals. This jurisdiction also applies to summary proceedings.

ARTICLE 21 – DOMICILIATION

For the performance of this contract, the Parties elect domicile at their respective registered offices.

ARTICLE 22 - APPLICABLE LAW – JURISDICTION

This agreement is subject to French law.

This applies to the rules of substance and form, notwithstanding the places of performance of substantial or ancillary obligations.

The Contract is drawn up in French. However, if one of the Parties makes a translation of it, only the French version of the Contract will be deemed authentic.

Any dispute arising from the interpretation and/or performance of the Contract will be subject to the exclusive jurisdiction of the Paris Courts.

ARTICLE 23 – INDEPENDENCE OF THE PARTIES

This Contract is concluded between independent parties. None of these clauses may be interpreted as giving either party the power or authorisation to act on behalf of the other party or as constituting any association or partnership between the parties.

The CUSTOMER states that it does not require any exclusivity from TBS. TBS will be free to organise itself in the execution of the Contract, insofar as there is no link of subordination between the Parties, only a contractual link of a commercial nature.

TBS is the sole master of the management of its business and recognises that it has full responsibility and the freedom to expand its customer base. Consequently, TBS guarantees the CUSTOMER that it will not allow any situation of dependence to be established as a result of the execution of this contract. If such a situation arises, TBS undertakes to remedy it without delay and to immediately inform the CUSTOMER in writing.

TBS acknowledges that this obligation to inform and the consequences arising from it will not constitute interference by the CUSTOMER in the management of TBS. Likewise, in the event of insufficient diversification of the activity of TBS, the CUSTOMER's liability will not be engaged, in view of the above.

I acknowledge that I have read and accepted the “General Terms and Conditions of Use”

Date

Stamp Name, position and signature