

General terms and conditions of GLOBECAST liveSpotter

ARTICLE 1. - DEFINITIONS

Access Portal: means web portal, managed by Globecast and the Subscribed Application Services.

Client: means the legal entity holding the Contract entered into, for its professional needs, with Globecast.

Client Environment: means all the hardware and software configurations with which the services provided by the Platform may interact (client websites, television channels, operating system, database, database management system, etc.).

Contract / Agreement: means the contractual set made up of the documents listed in the « Contractual Documents » articles and form an indivisible whole.

Data or Client Data: means in the context of using the agreed services, this refers to any type of information, data or content, owned by the Client, hosted and used and processed as part of the Platform use, at the Client's request.

General Terms and Conditions: shall mean this document and its annex.

Globecast means Globecast France SAS, a company registered in Nanterre under n° 440 186 740 with head office located at 5 allée Gustave Eiffel, 92136 Issy-les-Moulineaux FRANCE.

Notification: means the procedures for communications between Parties under this Agreement according to the terms described in Article “**Communication - Proof – Notifications**”.

Party or Parties: means individually or collectively Globecast and/or the Client.

Platform: means all the software components and Web server and mobile Application Services, exclusively used in relation with the Service, which may, depending on the provisions detailed in the Agreement, be granted in part or in full to the Client under the Platform User License.

Purchase Order / Order: means the instrument by which the Client issues an order to Globecast, in accordance with the terms the Agreement, which Globecast has provided to the Client.

SaaS or Software as a Service: means the deployment and delivery of the Platform whereby it is hosted on remote servers used by the Service rather than on the Client or User Environment.

Services: means the Services provided by Globecast, as they are defined in the Agreement (these may include support, maintenance and any other service set out in a separate quotation or in an amendment).

SLA or Service Level Agreement: means the document forming part of this Agreement and being an annex of the Order, in which the commitments of Globecast in terms of assistance, maintenance and Guarantees for Response time and Service Recovery are described.

Subscribed Application Services or Subscribed Services: means to the features of the Platform, subscribed to by the Client in the Agreement and formalized in the Order.

Third party: means any juristic persons (physical or legal entity) other than the undersigned parties.

User(s): means the natural persons who benefit from the services provided by the Platform granted to the Client (Subscribed Services) and who, under the conditions determined by the Parties, have the right to use such services, and from whom the Client has duly obtained their consent to collect and process their data.

Internal Users or End users: refers to the Users who are either employed by or service providers of the Client, authorized by the Client to use all the Subscribed Services.

ARTICLE 2. - SCOPE

2.1. General information

The Agreement is applicable to all licenses granted in SaaS mode and associated Services, provided to the Client by Globecast and formalized by an order.

In fact, the provisions contained in the Agreement are applicable, depending on the Services and licenses actually subscribed by the Client, to any Order, entered into between Globecast and its Clients in France.

Consequently, any contrary condition imposed by the Client shall be unenforceable against Globecast regardless of when it may have been brought to its attention, unless Globecast has given its express consent,

2.2. Agreement Formation

Orders are not finalized until Globecast has confirmed them in writing. The Purchase Order sent by Globecast to the Client are restricted to an acceptance deadline set out in the above-mentioned documents.

The Order is personal to the Client, and cannot be assigned without obtaining Globecast's prior written consent.

Any request to modify or terminate the Order requested by the Client may only be taken into consideration with the express consent of Globecast and only if it is sent in writing before the Platform is used or the Service Provision has begun.

ARTICLE 3. - CONTRACTUAL DOCUMENTS

The Agreement is made up of, in decreasing Order of priority:

- The Order and its annex
- The General Terms and Conditions

The Agreement expresses the entire agreement concluded between Globecast and the Client for the Services and/or Products described in the Agreement and Ordered. Any modifications of the Agreement must be covered by a prior, written agreement of the Parties.

ARTICLE 4. - ENTRY INTO EFFECT – TERM

The Agreement comes into force upon the date mentioned in the Order for the fulfilment term provided for each of the Services/Licenses as set out in the Order.

Subject to a provision set out in the Order, this Agreement shall be automatically renewed between the Parties, for successive periods of the same duration, unless either Party revokes the Agreement by sending a letter to the other Party by registered post with proof of delivery, and by complying with a 90-day notice period for each contractual term.

ARTICLE 5. - SOFTWARE LICENSING SCHEMES

The articles below present the specific rules governing granting a software license to the Client, with the provision that the other, more general stipulations in the Agreement are also applicable to the license, as a necessary supplement.

5.1. Granting an SaaS License

In the context of using the Platform in SaaS Mode, the Client must comply with the procedure mentioned on the Access Portal and/or in the Order which has been sent to it. Furthermore, other than the provisions stipulated in this document, the Client commits to comply with all the user rules specified by Globecast in its documentation and to guarantee Globecast and his sub-contractors access and the right to use the information, data, infrastructure and other intangible assets necessary for delivering Platform services under the conditions agreed below and in the Order.

5.1.1. Platform user license in SaaS mode

a) Scope of rights granted

Globecast grants to the Client, who accepts, for the term provided for in Article 5.1.1.b), a non-exclusive, non-transferable license to use the Platform, expressly limited by the Parties to the acts necessary for using the Platform in SaaS mode, in order to allow the delivery of the Platform's Services to Users, restricted to the agreed number of media and/or internal Users.

This license is granted, based on the Client's requirements with the authorization to sub-license a part of the Services to his End Users.

The Client will expressly refrain from any other use or exploitation, notably:

- Trying to or downloading parts of the Platform onto its servers;
- Creating links to internet sites not agreed between the Parties;
- Practicing reverse engineering, decompiling or disassembling the Platform;
- Any reproduction, translation, adaptation, arrangement, test or analysis;
- Any reproduction or commercialization aimed at third persons or entities.

If the Client plans to use the Platform for other purposes than those provided for in the Agreement specifically entered into with the Client, the Client shall inform Globecast in writing. Globecast may, at its sole discretion, refuse or authorize this use according to terms and conditions that it shall define.

b) Term – Territories

This License is granted to deliver services aimed at Users located in territories mentioned in the Order entered into with the Client.

It is limited by the Parties to the terms agreed in the above-mentioned documents. It may be renewed by the Parties based on the terms and conditions mentioned in Article "Entry into effect – term" of the present document.

5.1.2. Data processing

As part of the relations between Globecast and the Client, the Client is the exclusive owner of all Client data. Client data shall be considered as Confidential Information as defined by Article “Confidentiality - non-disclosure” of the present document.

In addition to the confidentiality obligations described in Article “Confidentiality - non-disclosure”, Globecast commits to not impair, change or disclose the Client Data to anyone whatsoever. Nevertheless, the Client acknowledges and accepts that Globecast may use the Data in the context of delivering its Services, but also for other uses, subject to ensuring the principles of non-disclosure, and the necessary rules governing processing, archiving and using data are observed, especially if the data is sensitive or personal in nature.

a) Data Collection

The Client accepts full liability for collecting and using the data provided or more generally obtained and generated in the context of using the Platform.

A.1. Collection of personal data

The Client is solely liable for the quality, legality and accuracy of the personal Data collected and transferred related to the Services.

Therefore, Globecast declines any liability for the inaccuracy of personal Data provided by the Client or its External Users or sent via its environment.

However, Globecast accepts sole liability for collecting Data on internal Users as described in the article “Data Privacy” below.

A.2 Data collection for audiovisual content

The Client accepts sole liability for collecting, using and transmitting all the audiovisual content managed in the context of its use of the Subscribed Services.

It further guarantees that it is the owner of, or holds a license to, the intellectual property rights and image rights which enable it to use and transmit the content collected and processed as part of the Subscribed Services. The Client shall remain exclusively liable for any data that is non-compliant to the statutory regulations, public order or its own needs.

b) Data security

In so far as Client Data is confidential, and is likely to include ‘Personal Data’ as defined by the applicable act for Protecting Personal Data, Globecast, in its role as service provider, commits to:

- Handle Client Data in accordance with this Agreement, the Client’s instructions and the applicable act.
- Under an obligation of means, take the appropriate technical, organizational and security measures against any unauthorized access, deterioration, disclosure or destruction or unauthorized loss of Client data;
- Take reasonable measures to guarantee that Globecast's employees involved in supplying the Services provided for under this Agreement are informed and correctly trained on these technical, organizational and security measures;
- Maintain the security & integrity of the Platform and Client Data.

5.2. Guarantees

All the service level guarantees described in the “Service Level Agreement” appendix attached to the Order apply to all the Platform licenses in SaaS mode as part of a commercial deployment of the Subscribed Application Services.

The service quality commitments may result in the payment of a penalty whose amount is specified in the “Service Level Agreement” Appendix. In any case, the penalties are due without prejudice for Globecast's right to seek compensation for the loss caused due to the Supplier's failure to perform which led to their application.

Regarding the Service provided and particularly the related undertakings, the Parties agree that no acceptance of an imperfect performance of the Service in the meaning of article 1223 of the French Civil Code is possible, whether they can be used or not. As a result, no price reduction may be sought.

Therefore, the commitments below do not apply to the preliminary phases of test/trial and the pre-deployment workload test, which are not subject to any firm Availability commitments or Time to Recover metric, but simply a best endeavor obligation.

ARTICLE 6. - GENERAL CLIENT OBLIGATIONS

Aside from what has been stated elsewhere, the Client commits in good faith to:

- comply with the stipulations of the subscribed license,
- cooperate with Globecast, by appointing qualified staff who may also act as contact points with Globecast,
- provide Globecast, before the start of the Service Provision, with the necessary information to fulfil its services, including, the sources, specifications and any useful technical documents,
- strictly apply the instructions given by Globecast and adhere to all the stipulations in this Agreement,
- if applicable, permit people duly mandated by Globecast to enter its offices, in order to perform the contractual services,
- pay the fees for the licenses and services provided by Globecast, pay the fees for any additional service that may be necessary during the fulfilment of this Agreement,
- if applicable, provide Globecast with access to software, including remotely, by providing useful login details, so that Globecast may perform its services under the conditions provided for under this Agreement,
- perform any measures and procedures possible to save the data in order to avoid potential data loss, when Globecast is working on its systems.

ARTICLE 7. - INSURANCE – LIABILITY

8.1 The responsibility of none of the Parties may be incurred, whatever the basis and nature of the claim, other than in the event of a proven fault by the party, causing a personal, direct and certain loss to the other Party. The Parties formally agree that the following damages and/or loss types shall not give rise to compensation, whether the latter were reasonably foreseeable or not: trading loss, loss of sales, loss of customers, breach of image and loss of data.

8.2 The total amount of damages likely to be owed by one party to the other party in the framework of the Agreement shall not exceed per Order, including all events and Service, fifty (50%) percent of the amount paid.

8.3 The Client holds Globecast harmless and shall compensate it for the consequences of any complaint or proceedings by a third party against it in connection with a non-compliant use of the Services or any transmission of personal data by the Client or on the Client's request.

8.4 Each Party has taken out a professional civil liability insurance from a reputedly solvent insurance company to cover damage caused by its staff or agents during the performance of the Agreement. Beyond the limits specified in this article, each party waives any claim against the other party and its insurers.

ARTICLE 8. - FINANCIAL TERMS

8.1. License Fees - Maintenance – Support

8.1.1. Fee – Maintenance

The License fees for using the Platform are payable according to the terms agreed in the Order. The License fees includes maintenance and support fees if any extension required prior the requested period by the Client in the Purchase order, additional fees may be applied. Any license extension must be subject to an amendment duly signed by the Parties.

8.1.1. Support

Fees for Support services and the guarantees specified in Service Level Agreement are set in the Order or in a separate quotation based on the Client's subscribed Service Levels

8.2. Fee for Additional services

8.2.1. Travel to Client sites

If Globecast's staff travel to the Client's offices at the Client's request, this shall be billed at a set daily rate, at Globecast's man/day rates indicated in the quotation which may have been submitted to the Client, on the understanding between the Parties that this rate does not include the travel, accommodation or per diem costs of the Globecast technician which shall be invoiced to the Client separately.

8.3. Payment terms and conditions

The payment terms and conditions are determined based on the subscribed licenses, quantities and services, in the Order provided to the Client.

In any event, and excepting a contrary stipulation in the Order, invoices issued by Globecast are payable by the Client after 30 days as from their issue date.

8.4. Late payment penalties

In accordance with the provisions of Article L. 441-6 of the French Commercial Code, any late payment will give rise to liquidated damages for debt collection without notice and by rights, as set by decree, in addition to late payment interest, at the rate of three time the statutory interest rate per day of delay. A fixed compensation for collection costs in an amount of 40 euros is collected in accordance with article D. 441-5 of the French Commercial Code. When the collection costs exceed the amount of that fixed compensation, Globecast may seek further compensation, on sight of supporting documents.

Notwithstanding the late payment interest calculated according the above-mentioned conditions, and after formal notice sent by registered letter with proof of delivery remained unheeded, any breach of payment or late payment for any of the invoices within thirty (30) days of the due date, shall result in the Client having the License or Maintenance services suspended along with all or part of the access rights to the Platform's features.

The Client shall only have its enjoyment rights for the Platform and the Subscribed Services returned once the Client has settled all the sums due.

Furthermore, if a late payment is not settled according to the above-mentioned conditions, Globecast shall be entitled to terminate this agreement or effect any other legal proceedings to obtain compensation for the harm that it has suffered.

ARTICLE 9. - TAX

10.1. Prices are net of Tax

10.1.1. Prices in this Agreement are net of tax. They have been quoted exclusive of any taxes or any withholding tax, including VAT, sales taxes, turnover taxes or any comparable taxes, relating to such Agreement.

10.1.2. Where Globecast to be liable for the payment of VAT or any comparable tax, the amount of such tax would be invoiced by Globecast to the Client and borne by the Client in addition to the prices agreed upon in this Agreement.

10.1.3.1. If the Client is required to withhold any tax from prices to be paid in relation to this Agreement, such tax shall be deducted from the amount which was invoiced, in case the following cumulative conditions are fulfilled:

- A double tax treaty is applicable to the transaction between Globecast and the Client;
- The double tax treaty gives right to a deductible tax credit to Globecast (in counterpart of the withholding tax);
- The withholding tax is withheld by the Client in accordance with the above mentioned double tax treaty; and
- The tax credit can be effectively deducted on the tax due by Globecast in application of the local tax law.

The Client agrees to reimburse the amount of any withholding tax withheld in contradiction with the double tax treaty applicable to the transaction between Globecast and the Client.

If one of the above-mentioned conditions is not fulfilled, the deduction of the withholding tax from the amount invoiced is not allowed and paragraph 10.1.3.2 applies.

10.1.3.2. Except in cases where clause 10.1.3.1 shall apply, any taxes, duties, including but not limited to withholding taxes, relating to this Agreement shall be solely borne by the Client who will pay them to the relevant tax authorities under the applicable legislation. As a consequence, the amount to be paid to Globecast shall in all cases be equal to what Globecast would have received if none of the above-mentioned taxes had been deducted, withheld or paid for by the Client.

10.1.3.3. In any event (either paragraph 10.1.3.1 or 10.1.3.2 applies), the Client shall pay such tax to the relevant taxation or other authority within the time limit allowed under the applicable law.

The Client shall deliver to Globecast an original version of the receipt issued by the competent authority in relation to the payment of this tax, within the 30 days following such payment.

In case a double tax treaty would provide for a reduced tax rate or a tax exemption, Globecast agrees, upon Client's request, to furnish as soon as possible, and in advance of any payment, all documentation contemplated for the application of the treaty.

10.1.3.4. For the provision of the Service contemplated under this Agreement, the Client (i) warrants to Globecast that he is not part in any scheme that could be considered as circumventing applicable laws regarding VAT (e.g., missing trader fraud schemes) and, (ii) undertakes to take any reasonable due diligence measure to control that the companies he is contracting with are not part of any such scheme. The Client undertakes to indemnify Globecast for any costs resulting from any breach of this obligation, including the financial consequences of any tax reassessment relating to this Agreement by the competent tax authorities.

10.3. VAT exemption conditions (provided all legal requirements are satisfied)

The Client will, prior to any invoicing, deliver to the Globecast a certificate issued by the relevant authority proving that he is considered as a resident for tax purposes in the country where he is established. The Client who is established in an European Union member state in which he is subject to VAT will also, prior to any invoicing, deliver to Globecast his VAT identification number and a certificate issued by the relevant authority proving that he is treated as a VAT taxable person in the member state where he is established. In the absence of the requested documents, Globecast may issue invoices including VAT.

In case the Client's situation might change during the period of validity of this Agreement, the Client commits himself to inform Globecast accordingly so as to make it possible for Globecast to invoice the applicable VAT. In any case, any chargeable VAT relating to this Agreement shall be solely borne by the Client, together with interest and penalties paid by Globecast, if applicable.

10.4. Client's permanent establishment abroad

If the business of the Client is, or might in the future be, established outside the country where the Globecast is established, the Client certifies that he has not, or will not have, a permanent establishment (fixed place) – subject to VAT – in the country where Globecast is established, to which the service is supplied. If this statement is no longer accurate during the period of validity of this Agreement, the Client commits itself to inform Globecast accordingly so as to make it possible for Globecast to invoice the applicable VAT. In any case, any chargeable VAT relating to this Agreement shall be solely borne by the Client, together with interest and penalties paid by Globecast, if applicable.

10.5. French Client's permanent establishment outside of French metropolitan territory

In case Services to be performed under this Agreement benefit a permanent establishment the Client might have in a French overseas department (DOM), regional authority (COM) or abroad, the VAT treatment of such services will, upon written, detailed and evidenced request from the Client and if Globecast agrees to it, be determined according to territoriality rules applicable between metropolitan France and the department, regional authority (collectivity) or foreign country where such permanent establishment is located. In case the French tax authorities might successfully challenge this VAT treatment, the Client will bear the cost of chargeable VAT calculated according to French metropolitan rules relating to this Agreement, as well as interest and penalties paid by Globecast, if applicable.

ARTICLE 10. - INTELLECTUAL PROPERTY

10.1. Ownership of pre-existing elements

Any tools, methods, works, software, know-how, patentable inventions, or other items likely to be subject to intellectual property rights, owned by either Party prior to the date this Agreement came into effect or which were developed or acquired outside of the performance of this Agreement, used, even partially as part of the service covered by this Agreement, shall remain the exclusive property of the owner. The other Party must sign suitable agreements or licenses to use them lawfully.

Globecast shall remain the owner of the intellectual property rights and its know-how attached to the Services, regardless of whether it is the owner or beneficiary of licenses granted by third-party publishers.

When some Software applications are needed to use a Service, Globecast shall grant the Client a personal, non-exclusive, non-assignable and non-transferable right to use said software, limited to the duration of the Services concerned.

This right shall only be granted to enable the Client use the Services in accordance with the specifications of the Agreement, excluding any other use.

This right shall include the right to represent and use the Services in line with objectives defined in the Agreement. To this end, the appendix "Description of Service, may specify the special conditions for using or implementing the warranty of quiet possession of a third-party's Software.

The Client shall refrain from any other use of the above-mentioned Software, especially any adaptation, modification, correction of errors, translation, arrangement, distribution and recompilation (list not exhaustive). Finally, the Client shall remain the owner of the Data it shall use via the Services.

10.2. Infringement indemnification

Each Party shall hold the other Party harmless against all proceedings or objections from third parties on the grounds that the Services infringe that third party's intellectual property rights.

Consequently, within the limits of the infringement indemnifications granted to it by its own publishers, the defaulting Party undertakes, in case of proceedings or objections from a third party as defined above, any compensation awarded against the other Party under a final ruling together with any defence costs incurred by this Party (including reasonable lawyer's fees).

This warranty shall apply provided the diligent Party complies with the following conditions:

- that the defaulting Party is informed without undue delay of any proceedings or legal challenge instigated by a third party as defined above;
- that the defaulting Party is given full authority to run the defence case;
- that the defaulting Party is provided with all the assistance necessary to enable it to meet its obligations in respect of the warranty.

This warranty shall not apply when the diligent Party has contributed to the allegations in the proceedings or legal challenge, and especially in the following cases:

- (a) proceedings or claims involving computer code or components (such as specifications) supplied by the diligent Party;
- (b) use of Software or a Service by the diligent Party subsequent to a written notice from the defaulting Party indicating to the diligent Party that it must cease using the Software or Service;
- (c) combining by the diligent Party of all or part of a Software product or Service with third party products or services;
- (d) modification of Software or a Service by the diligent Party or a person other than Globecast or its suppliers or subcontractors; (e) use of Software or a Service that is not compliant with the provisions of the Agreement.

ARTICLE 11. - GUARANTOR

The Client commits to get its employee(s), and agents, to comply with the Agreement, or act as guarantor for them, whether or not they are Users, partners, subsidiaries or parent companies, as well as Users who are Third Parties to these beneficiaries, for the use of the Platform under the Client's license.

ARTICLE 12. - EARLY TERMINATION

12.1. Effective date of Termination

Each Party may terminate this Agreement by rights, due to the breach of any of the obligations incumbent on its counterparty, if the party in breach does not resolve the breach within fifteen (15) days from receiving the notice of the breach, sent by the other party by registered post with proof of delivery, without any further notice or legal formality being required, and without affecting any other right or action that the Party injured by the breach of its counterparty may initiate, notably to seek any damages to which it may be entitled. The cancellation implementing conditions specified in article 1226 of the French Civil Code (understood as being termination considering the nature of the Service) are those defined in this article. Otherwise, the Parties expressly agree to exclude the application of article 1195 of the French Civil Code.

12.2. Effect of Termination

If the Agreement is terminated for any reason whatsoever, all the user rights granted under this agreement shall immediately cease, as with the rights granted to Users under this license.

The Client shall have its account and/or the interface provided closed. It will be required to recover its Data and content during the notice period via the Subscribed Services. As soon as the term expires, Globecast shall be entitled to delete the Data, without the Client being able to claim any prejudice.

Any payment obligation arising from a service performed or ongoing, prior to the termination must be paid by the Client promptly following the termination. If applicable, in order to facilitate account settlement between the Parties, Globecast shall draw up a statement of services provided and a copy will be sent to the Client.

ARTICLE 13. - CONFIDENTIALITY - NON-DISCLOSURE

In the framework of the Agreement, any information pertaining to the sales policy, to the strategy, to the business of the company, to the Services, to the tools, methods and know-how, any information protected by business secrecy and any information formally described as confidential, received by one party from the other party shall be kept confidential.

In the meaning hereof, shall not be considered as confidential information : (a) the information that has fallen in the public domain at the time of their disclosure or any information that is in the public domain after the disclosure thereof subject, in the latter case, that it is not through a breach of confidentiality duty by the party that received the information; (b) information that the receiving party can prove that it was aware of in good faith and through no breach of another confidentiality duty prior to the disclosure thereof in the framework of the Agreement; (c) information provided by a third party after the execution of the Agreement and received in good faith through no breach of another confidentiality duty by the party that it is disclosed to.

The Parties therefore agree not to use the said information or data when not necessary for the performance of an Order, and not to disclose the said information or data to any third party or to any person other than their employees within the strict limits of the need for the said disclosure for the proper operation of an Order, subject to the other Party's prior and written authorisation.

Affiliated companies, suppliers and sub-contractors of Globecast involved in the performance of the Order shall not be considered as third parties for the purpose of this paragraph. The Parties agree to comply with the duties resulting from this « Confidentiality – non Disclosure » article for the whole duration of the Agreement and three (3) years thereafter.

At the end of the Order, for any reason, each party that has received confidential information agrees to return the same to the other party and to destroy any copy made of such confidential information.

ARTICLE 14. - FORCE MAJEURE

In order to benefit from the provisions of this article, the Party wishing to invoke a Force Majeure as defined in the article 1218 of the French Civil Code event must, under an extinctive time limit, notify the other Party by registered letter with proof of delivery, as soon as it becomes aware of the occurrence of such an event and no later than 8 calendar days from the appearance of such an event.

The Party affected must prove the external, unpredictable and irresistible nature of the event, which makes it impossible to carry out or continue to perform its obligations and shall demonstrate the impact of the event of the breach of its obligations.

Throughout its duration, the force majeure event will suspend performance of contractual obligations for the Party concerned.

In any event, the Party affected by Force Majeure shall do everything in its power to prevent, eliminate or reduce the causes of delay and recommence the performance of its obligations as soon as the event has disappeared. If the force majeure event exceeds thirty (30) days as from the notice mentioned above, the affected Party shall be entitled to terminate the Agreement, automatically and without compensation, without any other formality than sending the other Party a registered letter with proof of delivery.

ARTICLE 15. - MUTUAL INDEPENDENCE

Each Party is a financially and legally independent juristic person operating under its own liability. This Agreement does not constitute either a collaboration, a partnership agreement, employment contract, or a mandate given by one Party to the other.

Neither Party may use the provisions in this Agreement to in any way claim the capacity of agent, representative, or employee of the other party, nor commit the other Party with respect to third parties beyond the services specifically provided for by the provisions of this Agreement.

Furthermore, no specific legal structure is formed between the Parties under this Agreement; each will retain their full autonomy, responsibilities and individual customer base.

Each Party shall therefore retain the exclusive control of its employees, officers and agents, without the other party being able to influence the relations or working conditions of the employees of the other party in any way, nor the wage policy, recruitment policy or the power to discipline the other party; This list is not exhaustive.

ARTICLE 16. - COLLABORATION – COOPERATION

Pursuant to Articles 1103 and 1194 of the French Civil Code, the Parties commit to implement reasonable resources so that the performance of the Agreement takes place in good conditions and the contractual ties can adapt to the change in the Client's requirements.

This collaboration requires frequent contact, either by any telecommunication method for exchanging information, or by meetings to which both Parties must participate, taking into account their mutual availability and as provided for under the terms of this Agreement.

ARTICLE 17. - ASSIGNMENT – TRANSFERABILITY

The Agreement, in full or in part, may not be transferred by the Client without the prior and written consent of Globecast. Globecast should furnish a motivated refusal. Its refusal may be motivated particularly in the case the Client wishes to transfer the Agreement to an entity outside continental France.

At any rate, no transfer may become effective without the balance of the account of the Client having first been settled.

Regarding the rights and duties of Globecast under the Agreement, the latter may freely transfer or license all or part thereof to any affiliated company or substitute any affiliated company to itself subject to the respective affiliated company providing the Client all such rights and duties. Globecast shall be exempted from its duties on the effective date of the respective operation.

For the purpose of this article, affiliated company shall mean for Globecast, any entity that, so far or at a later time, directly or indirectly controls, is controlled by or is under the same control as. In the framework of the Agreement, the term « control » as well as its derived expressions such as « controlled by » and « under the same control » are defined by reference to the provisions of article L. 233-16 II of the French Commercial Code.

ARTICLE 18. - ECONOMIC SANCTIONS PROGRAM

21.1 The Parties, this Agreement and the activities under this Agreement must comply with Economic Sanctions.

21.2 Each Party warrants, as of the Effective Date and for the duration of the Agreement, that neither a) itself nor b) its Affiliates engaged in the performance of this Agreement, c) users (in respect of Client) or d) officers or directors or members of the management of a), b) and c) above are subject to sanctions issued by a national or international body administering Economic Sanctions in any country or included on a list maintained by such body for the purposes of enforcing Economic Sanctions. If a Party ceases to comply with the above warranty at any time it will immediately notify the other Party.

21.3 If and to the extent necessary to comply with any Economic Sanctions, a Party will be entitled, without liability to the other Party, to immediately suspend or terminate any of the affected Services or whole or part of the Agreement by written notice to the other Party.

21.4 For the purpose of this article:

“**Affiliate**” means any person or entity controlling (individually or jointly), controlled by or under common control with the Parties, where "control" means an entity's (a) ownership, directly or indirectly, of equity securities entitling it to exercise in the aggregate at least 50% of the voting power of the entity in question; or (b) possession directly or indirectly, of the power to direct or cause the direction of the management and policies of or with respect to the entity in question, whether through ownership of securities, by contract or otherwise.

“Economic Sanctions” means the economic, financial, trade sanctions programs, restrictions, prohibition or embargos against certain countries, individuals or entities in accordance with the resolutions of the United Nations Security Council (UNSC) or under the laws and regulations of the European Union and its member states, the United States, or of any other relevant countries or authorities.

ARTICLE 19. - SUBCONTRACTING

By express agreement between the Parties, Globecast may at its own discretion, use one or more subcontractors to perform its obligations under this Agreement.

However, with respect to the Client Globecast, shall remain jointly and severally liable for the proper performance of the services entrusted to the subcontractors.

ARTICLE 20. - DATA PRIVACY

In this Agreement, references to **“Data Controller”**, **“Data Processor”**, **“Data Subject”**, **“Personal Data”** and **“Processing”** will have the meanings as set out in (or to the nearest equivalent term in) the Data Protection Legislation.

“Data Protection Legislation” means and as of 25 May 2018: the Regulation (EU) 2016/679 (the “General Data Protection Regulation” or “GDPR”), and all additional regulations and rules in force in the relevant Member State(s) of the European Union applicable to the Processing, recommendations, guidelines and/or opinions with the force of law and/or any other applicable legislation relating to privacy and/or the protection of Personal Data in force, and as amended, from time to time.

14.1 Client and Globecast accept and acknowledge that in relation to the Services provided under this Agreement:

- (a) the Client, by specifying and procuring the Services, is a Data Controller; and
- (b) Globecast, by providing the Services specified by the Client to the Client and its end-users, is a Data Processor.

The subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data, the categories of Data Subjects are set out in the Annex “Description of Processing of Personal Data by Globecast as Processor for Client” attached to the present document in accordance with the article 28 of the GDPR.

14.2 Client and Globecast will each comply with all applicable requirements of the Data Protection Legislation.

14.3 Client is responsible for and will comply with all obligations imposed on Data Controllers by applicable Data Protection Legislation and for ensuring that the use of the Services by Client and its end-users does not result in a breach of such obligations. Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Client for the duration and purposes of this Agreement and to enable Globecast to lawfully provide the Services.

14.4 Globecast will comply with the reasonable written instructions of Client in the Processing of the Personal Data provided that such instructions are lawful and are not contrary to other provisions of the Agreement and unless Globecast is required by the laws of any member of the European Union or by the laws of the European Union applicable to Globecast to process Personal Data. Where Globecast is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, Globecast shall promptly notify the Client of this before performing the processing so required unless Client is prohibited by law from notifying the Client.

14.5 Globecast will implement appropriate technical and organizational security measures to protect the Personal Data against unauthorized or unlawful Processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data, appropriate to the harm that might result from the unauthorized

or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organizational measures adopted by it).

14.6 Client is responsible for the management of the requests of Data Subjects for the exercise of their rights under the Data Protection Legislation including, but not limited to access requests, explaining to Data Subjects how Personal Data will be processed, responding to queries or requests made by Data Subjects in connection with their Personal Data, data portability/rectification/ erasure requests, keeping Personal Data accurate and up to date and the obtaining of any necessary consents. Upon Client's written request and insofar as this is possible, reasonable and proportionate, Globecast will assist Client, at Client's cost, in responding to any request from a Data Subject and in ensuring Client's compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators. Globecast' assistance is subject to Client proving that Globecast processes the Personal Data of the relevant Data Subject on Client's behalf.

14.7 Client is informed that portions of the Agreement may be performed (which may include sub processing Personal Data) by Affiliates and/or subcontractors, some of whom may be based outside the European Economic Area (EEA).

Globecast is responsible for the sub-processing and performance of all of its Affiliates and subcontractors in accordance with the requirements of the applicable Data Protection Legislation and shall ensure that such sub-processing shall be on terms substantially equivalent to this Clause.

14.8 The list of Affiliates and the list of subcontractors will be defined to the Annex "Description of Processing of Personal Data by Globecast as Processor for Client" of the present document. Globecast shall inform the Client of any changes concerning any additional or replacement Affiliates and/or subcontractors.

14.9 Globecast will ensure that its employees, Affiliates, subcontractors and each of their employees, workers and independent contractors providing Services under the Agreement will keep the Personal Data confidential.

14.10 Client expressly agrees that Globecast may transfer the Personal Data to its subcontractors and Affiliates, subject to the conditions indicated hereafter.

14.11 Client hereby provides its prior written consent for Globecast to transfer Personal Data outside the EEA provided that:

- (a) the Client or Globecast has provided appropriate safeguards in relation to the transfer;
- (b) affected Data Subjects have enforceable rights and effective legal remedies;
- (c) Globecast complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- (d) Globecast complies with reasonable instructions notified to it in writing in advance by the Client with respect to the processing of the Personal Data.

As such, if applicable to the Service, the Client grants a specific mandate to Globecast to execute, in the name and on behalf of the Client, with its Affiliates the standard contractual clauses for the transfer of personal data to processors established in third countries as set out in the European Commission decision of February 5, 2010 (C (2010) 593), so such Personal Data are covered by an adequate level of protection.

14.12 During the term of this Agreement, Globecast will maintain records and information to demonstrate its compliance with this Clause and will provide to Client information (reasonably and readily available) to demonstrate its compliance and will contribute to audits that Client may conduct. In this latter case, Globecast shall be entitled to a sixty days written notice to schedule an audit on a mutually convenient date and to sign an audit protocol agreement. Any audit shall be conducted during normal business hours and shall not exceed two business days.

14.13 Globecast will notify the Client without undue delay on becoming aware of a Personal Data breach.

14.14 At Client's choice which shall be stated in the notice of termination letter, Globecast will delete or return to the Client all the documents and files containing Personal Data after the end of the provision of services relating to Processing, and shall not retain any copy of the Personal Data, unless required to do so by applicable law.

ARTICLE 21. - COMMUNICATION - PROOF - NOTIFICATIONS

The Parties agree to consider messages received by fax or by electronic means and more generally electronic documents exchanged between them, as original written documents in the meaning of article 1366 of the French Civil Code i.e. as having the same value as the value lent to the original. The Parties agree to retain faxes and electronic mail so as to be able to make reliable copies in the meaning of article 1379 of the French Civil Code.

The Parties shall implement any security measures to guarantee the availability, integrity and confidentiality of e-mail files sent over the Internet.

They will also implement any appropriate measures, such as regularly updated and properly configured firewalls and antivirus software, to protect against intrusions, attacks and viruses in the most efficient manner possible, to ensure availability, integrity and confidentiality of e-mail files received.

Using the most appropriate and safest means possible, Parties will save all messages sent relating to the purpose of this Agreement.

ARTICLE 22. - LISTING

Unless otherwise notified to Globecast upon the signing of the initial Order for a Service, Globecast may mention the trade name of the Client, its logo(s) and/or distinctive signs, its brand, its service names and other trade designations of the Client as reference in the framework of its communication media without the Client being able to claim monetary consideration, nor consider that it has suffered harm let alone seek damages.

ARTICLE 23. - APPLICABLE LAW AND JURISDICTIONAL CLAUSE

The Agreement is governed by the laws of France. Any difficulties relating to the validity, the application or the interpretation of the Agreement shall be brought, unless otherwise amicably agreed, to the appropriate Court of the city of Paris, which the Parties grant geographical jurisdiction to, whatever the place of performance or the address of the defendant. This jurisdictional clause also applies in the event of summary proceedings, of several defendants or of an impleader.

ARTICLE 24. - NOTIFICATION

All notifications to be made in the framework of the Agreement shall be made in writing (mail, fax or e-mail) to the addresses respectively specified in the Order.

ARTICLE 25. - APPLICABLE LANGUAGE

In the event all or part of the Agreement is translated, it is formally agreed that only the French version shall prevail in the event of any interpretation issue.

ANNEX

DESCRIPTION OF PROCESSING OF PERSONAL DATA BY GLOBECAST AS PROCESSOR FOR CLIENT ARTICLE 28 OF THE GDPR

- Full legal name of Globecast entity signatory of the Agreement (Processor of the of the Personal Data of Customer of these Services who are natural persons:
 - As indicated in the header of the Order Form
- The contact address mail of Globecast for every question relating to data protection issues:
 - data.protection@globecast.com
- Name and email of Globecast Data Protection Officer:
 - Mrs. Béatrice Fréret
 - obs.francedpo@orange.com
- Indicate the full legal name of Customer:
 - As indicated in the header of the Order Form
- Name and email of Customer Data Protection Officer:
 - As indicated in the header of the Order Form
- For the Service, a description of Processing of Personal Data by Globecast as Processor for Customer in accordance with the article 28 of GDPR is defined below.

**Description of Processing of Personal Data by Globecast
as Processor for Client**

Name of the Service: liveSpotter

1. Processing Activities

Collection (receiving personal data of employees and employee of the customer : name, Email, customer video content)	Yes
Recording (capturing personal data in a file)	Yes
Organization (organizing personal data in a software program)	Yes
Storage (keeping the personal data on a secured network for a determined period)	Yes
Modification (modifying the content or the way the personal data are structured...)	Yes
Consultation (looking at personal data that we have stored in our files or software programs...)	Yes
Transmission (carrying the traffic that may include personal data on our network using switching and/or routing...)	Yes
Disclosure or otherwise making available (communicating personal data to another recipient by any means...) Except for disclosure mentioned in the service description or required by law, or otherwise specifically directed by the customer, the categories of potential recipients are only those subcontractors referenced herein or otherwise approved by the customer.	No
Combination (merging two or more databases with personal data...)	No
Restriction (implementing security measures in order to restrict the access to the personal data)	Yes
Deletion or destruction (deleting the personal data)	Yes
Other use	No

2. Categories of personal data processed (type of personal data)

<i>Categories of Personal data identifiable by Globecast</i>	
Identification data (name, Email, customer video content)	Yes
Traffic / Connection data (IP address, Mac address, CDRs, access and usage data, online tracking and monitoring of services)	Yes
Location Data (geographic location, device location)	No
CRM data (billing information, customer service data, ticketing info, telephone recordings, etc.)	No
Financial data (bank account details, payment information)	No
Sensitive Data (racial/ethnic background, religion, political or philosophical beliefs, trade union membership, biometric data, genetic data, health data, sexual life and/or orientation)	No
<i>Categories of Personal data not identifiable by Globecast</i>	
Any categories of personal data that may be contained in the voice, data or internet traffic of Customer carried over <i>Globecast</i> network	Yes
Any categories of personal data that may be recorded or stored (voicemail, call recording, files) by Customer and which recording is hosted on <i>Globecast</i> infrastructure	Yes

3. Subject-matter and duration of the processing:

<i>Subject-matter of processing</i>		<i>Duration of processing</i>
Service activation	Yes	For the period necessary to provide the service to the customer plus 6 month
User authentication	Yes	
Routing configuration	No	
Incident Management	Yes	
Quality of Service	Yes	
Invoice, contract, order (if they show the name and details of the contact person of Customer)	Yes	For the period required by applicable law
Itemized billing (= including traffic / connection data of end-users who are natural persons)	No	
Customer reporting	Yes	For the duration requested by Customer
Carry the traffic of customers end-users	No	
Hosting	Yes	For the duration of the hosting service ordered by Customer
Other	No	

4. Purposes of processing

Provision of the service to Customer

5. Categories of Data Subject

Customer's employees / self-employed contractors using the service who are natural persons	Yes
Customer's other end-users of the service who are natural persons (client of the Customer ...)	No

6. Sub-processors

<i>Sub-processors approved by Customer</i>	<i>Safety measures</i>
<i>Globecast</i> entities that are processing information for this Service and that are within the EU/EEA are communicated separately to the customer	NA
<i>Globecast</i> entities that are processing information for this Service and that are outside of the EU/EEA are communicated separately to the customer	Intra-group agreements with standard model clauses, Binding Corporate Rules approval request filed with CNIL
<i>Globecast</i> suppliers which are performing one or more processing activities described above in connection with this Service and that are within the EU/EEA are communicated separately to the customer	
<i>Globecast</i> suppliers that are processing information for this Service and that are outside of the EU/EEA are communicated separately to the customer	NA