

GENERAL TERMS AND CONDITIONS OF SALE

MEDIA WATCH SERVICES

May 2018

The GTCS govern rights and obligations between the Service Provider and the Client. The Client acknowledges having read and unreservedly accepted the provisions of the GTCS which it approves when subscribing on-line to the media watch solution services, with approval through the check box and payment constituting proof of acceptance. The GTCS are supplemented by the mutually agreed upon package conditions applicable to the Client's order and relating to the Service, price, term, subscription start date, subscription renewal date and payment terms. The mutually agreed upon package conditions are defined by the Client at the time of its subscription and are summed up in the order confirmation email sent by the Service Provider accompanied by a link to the GTCS applicable to the Client's order.

1. Definitions

All terms starting with a capital letter are defined in the Terms of Service.

2. Agreement on proof – Personal login details

2.1 Agreement on proof

Data exchanged between the Service Provider and the Client as part of the Service shall be considered to have been electronically signed by their originator. Their computer recording on any medium by the Service Provider shall be deemed to be incorporated and constitute written proof, including in court, of their author's identity and will to sign the content thereof. The Service Provider's recording systems shall be considered as constituting proof of the date, duration and terms and conditions of access and use of the Service or of the Client Account by it or by a third party.

2.2 Personal login details

The Client shall enjoy a personal, temporary, non-transferable and non-exclusive right to use the Service. Every account shall be personal to each of the users duly authorized by the Client ("**Users**").

The Client undertakes to (i) guarantee the confidentiality and security of all login information, user name and password, and (ii) to immediately notify the Service Provider about any unauthorized use of any account, loss or theft of login information for accessing it. The Service Provider may not be held liable in case of the unlawful, abusive or fraudulent use of any Client account.

3. Warranties

3.1 The Service Provider is bound by a best-efforts obligation, to the exclusion of any other, and undertakes to make every commercially reasonable effort to correct non-conformances, if any. Where the Service Provider is unable to correct any non-conformances within a reasonable time frame, either Party may automatically terminate the Agreement.

3.2 The Service Provider guarantees that Consulting Services will be provided in line with best professional practice as part of a best-efforts obligation.

3.3 The Service and Consulting Services shall be provided on an "as-is" basis, without any other guarantee and the Service Provider does not guarantee that there will not be any errors or bugs.

4. Liability

4.1 The Service Provider and its sub-contractors, if any, shall not be liable for any indirect damage, including loss of earnings or sales or income on the part of the Client, replacement or substitution costs, loss or corruption of data not saved by the Client, interruptions in activity or deficiencies in the system's security.

4.2 The Service Provider shall not be liable for any hypertext link, third-party content or behavior of other users, nor for any damage arising from access or use of third-party content, property or services.

4.3 In all cases, the Service Provider's total cumulative liability for all claims shall be capped at the price paid, excluding taxes and costs, by the Client under the Agreement in the course of the twelve (12) months prior to the occurrence of the loss.

5. Price and payment terms

5.1 The price of the Service ("**Price**") shall be determined in accordance with the mutually agreed upon package conditions.

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5.2 Invoices and amounts owing under the Agreement shall be expressed in euros, US dollars or British Pound excluding taxes, payable net, under the conditions set and summed up in the order confirmation email sent by the Service Provider accompanied by a link to the GTCS applicable to the Client's order.

The Client shall be responsible for taxes and duties owing or paid, imposed by any public authority on the amounts owing under the Agreement.

5.3 Any delay in payment (i) shall automatically and without prior notice incur late-payment interest payable immediately and equal to the legal interest of the European Central Bank, plus (10) points per day of delay in addition to a flat-rate compensation of forty euros, US dollars or British Pound (€40) per outstanding invoice in accordance with Article L441-3 of the Commercial Code, and (ii) may result in the temporary suspension of the Service and/or termination of the Agreement, at the Service Provider's sole discretion, immediately upon notification.

6. Effective date – Term

This Agreement becomes effective from the date and for the term set out under the details summed up in the order confirmation email sent by the Service Provider accompanied by a link to the GTCS applicable to the Client's order ("Initial Term"). This Agreement shall then be automatically renewed by successive periods for the term as summed up in the order confirmation email sent by the Service Provider accompanied by a link to the GTCS applicable to the Client's order. Each Party may rescind the Agreement automatically and without penalty by sending the other party an e-mail notification with acknowledgement of receipt or any other proof of receipt or by registered letter with acknowledgement of receipt at least three (3) months before the renewal date. Any contractual period started shall be paid for in full.

7. Termination

7.1. The Agreement may be terminated before each renewal by either Party in accordance with the provisions of Article 6 of the Agreement.

7.2 The Agreement may also be terminated early by one of the Parties in case of failure by the other to honor one or several obligations. The termination shall only become effective three (3) months (ten (10) calendar days in case of payment default by the Client) after dispatch by the complaining Party of a registered letter (to: 16 passage Jouffroy, 75009, Paris, France) with acknowledgement of receipt setting out the reasons for the complaint, unless the defaulting Party honors its obligations or provides evidence of a hindrance resulting from a force majeure event.

7.3 The Agreement shall be automatically terminated in case of breach of laws or regulations, as well as in the event of breach or attempted breach of the security of the Site, or in case of fraud or attempted fraud relating to the use of the Site or the Service.

7.4 In the event of early termination of the Agreement the Client will be unable to access the Service and all amounts outstanding and owing shall become immediately payable by the Client until termination. The Client must also return to the Service Provider any copy of documents (whether in paper or electronic format) belonging to the Service Provider, which happens to be in the Client's possession. The Client shall no longer have access to its account or the Data stored in it from the date of effective termination of the Agreement.

7.5 In case of termination due to default by the Client, the Service Provider shall bill, by way of penalty, all amounts owing until the expiry of the agreement, without prejudice to any additional claim.

8. Miscellaneous provisions

8.1 The Service Provider shall keep confidential all types of information, whether written or oral, relating to the performance of the Agreement, as well as the content of data saved or stored by it.

8.2 The Client shall not hire the Service Provider's staff over the entire term of the Agreement and for a period of twelve (12) months following the cessation of the contractual relationship. Non-compliance with this clause shall entail the obligation for the Client to pay to the Service Provider, by way of compensation, the amount equivalent to the gross compensation paid to the employee(s) concerned over the past twelve (12) months preceding his/her or their departure.

8.3 The Agreement, nor any right deriving thereof relating to access and use of the Service may be transferred by the Client to a third party, even within the group to which the Client belongs, without the Service Provider's prior consent in writing.