



Mediametrie

**LICENSE CONTRACT**  
**("Contract")**

**SPECIFIC CONDITIONS OF SUBSCRIPTION TO THE SERVICE(S)**

**Subscription to the Service(s):** Top Formats Report

**Description of the Data:** Highlights of 10 key unscripted formats based on the number of international adaptations tracked by our content monitoring tool NoTa.

**Access to the Service(s):** pdf file

**Effective Date:** On the day of the purchase

**Term of the Contract:** One year starting from the purchasing date

**Price of the Service(s) ("Subscription Price"):** 1000 Euros ex-tax (one thousand euros ex-tax)

**GENERAL CONDITIONS OF SUBSCRIPTION TO THE SERVICE(S)**

**1. OBJECT**

The purpose of the General Conditions is to define the general terms and conditions under which the Subscriber shall be granted access to the(s) Service(s) and the Data as defined in the Specific Conditions.

The General Conditions and the Specific Conditions are collectively called the "**Contract**" or the "**Agreement**".

The Contract shall apply to the exclusion of all other conditions and shall prevail if such is the case over any other version or any other contradicting document (including the general conditions of purchase of the Subscriber).

**2. PRICE AND CONDITIONS OF PAYMENT**

**2.1. Price:**

The Subscriber hereby agrees to the payment terms specified in the Contract. The Subscriber shall pay, for the provision of Service(s), the Subscription Price invoiced according to the payment schedule specified in the Specific Conditions of Subscription to the Service(s) without any deduction of charge (hereinafter the "**Subscription Price**").

Any service requested by the Subscriber, outside the scope of the Contract, will be subject, if previously accepted by Médiamétrie, to a quotation.



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## **2.2. Conditions of Payment:**

Any invoice shall be paid in full within thirty (30) days after the invoice date. If the invoice is not paid in the specified time, Médiamétrie may suspend the Service(s) and the delivery of the Data within forty-eight (48) hours, after the receipt of a written notice by registered letter with acknowledgment of receipt to rectify the default remained unheeded.

In addition, late payment penalties will be automatically applied, without formal notice, from the day following the invoice due date until the day of full payment, on the amount of all taxes included of the sums due, per day of delay, at a rate equal to three (3) times the legal interest rate in force.

Médiamétrie may also charge the Subscriber, as of right, a fixed fee of forty (40) euros, not subject to VAT, as a compensation, for recovery. The Subscriber is responsible for all value-added, goods and services, sales, use and similar taxes due with respect to the Service(s).

In addition, the Subscriber undertakes, when this is necessary in order to comply with its internal operating rules, to issue an internal purchase order and to supply Médiamétrie, upon signature of this purchase order, with the relevant elements allowing Médiamétrie to establish invoicing in the form required by the Subscriber, such as the internal purchase order number, without this example being limiting.

## **3. AUTHOR RIGHTS AND DATABASE AUTHOR RIGHTS**

All the Data provided by Médiamétrie under this Contract are the copyright of Médiamétrie and/or several producers of the Data (hereinafter the "**Data Providers**") with whom Médiamétrie has concluded licensing agreements.

For the purposes of the Contract, Data Providers shall mean related and/or unrelated third parties providing TV audience results, metadata or other data related to TV programs to Médiamétrie for inclusion in the Service(s). The audience results and related information provided under the Service(s) are an integral part of the Data.

The database, graphics, software, Médiamétrie brand and any other element included in the Service(s), with the exception of the data provided by the Data Providers, are the exclusive property of Médiamétrie.

The Data and databases are protected under the EU Directive 96/9/CE of March 11, 1996 relating to the legal protection of databases, which prevents the reuse or extraction of a substantial part of database on which you have access or the repeated and systematic reuse or extraction of a non-substantial part of such database is strictly forbidden.

## **4. LICENSE – USE OF THE DATA**

### **4.1. Principle:**

Subject to the Subscriber's compliance with the Contract's conditions and to the possible application of article 14.1 "Termination for fault", Médiamétrie grants to the Subscriber, for the entire legal length of protection of intellectual property rights (copyright) relating to the Data, a limited, personal, non-exclusive, non-transferable license to reproduce and represent the Data, and any related information provided within the framework of the Service, for internal use and for the forms of communication authorized in article 5 of the General Conditions. Any other use is not authorized. In the event the Data are available through a software as indicated in the Specific Conditions, the access to the software will end at the end of the Contract.

The fact that the Data are reserved for the sole customer(s) of the Service(s) therefor prohibits the Subscriber from communicating the Data to third parties, except for the cases of communication authorized in article 5.

The Subscriber also undertakes to adopt and enforce any required provisions, namely ones pertaining to confidentiality and security, with a view to avoiding any unauthorized reproduction, use and/or distribution of the Data, both within and outside its company.



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Compliance with this requirement is essential, to avoid the Data becoming available to non-subscribing third parties to the Service(s) ; in this regard, the Subscriber acknowledges and accepts that the price of the Service(s) was determined in consideration of the fact that the Data are reserved exclusively to the subscribers to the Service(s), and in consideration of the usage rules defined in this Contract.

### **4.2. Restrictions:**

The Subscriber agrees it shall not, without the express prior written consent of Médiamétrie:

- Decompile, reverse engineer, disassemble (except where otherwise permitted in article 5), modify, adapt the Data and create derivative works from the Data and Service(s);
- Merge, transform, combine the Data with other data from the Subscriber and/or from any third party;
- Sublicence, distribute, re-sell, make, have made, sell, rent, lease and offer to sell, to rent, to lease products using the Data and Service(s);
- Remove or modify any proprietary or copyright legend or trademark from the Data and Service(s);
- Store the Data in information systems located outside the Subscriber (except Cloud) or to make available the Data and Service(s) to third parties except as expressly permitted by the Contract.

## **5. COMMUNICATION OF THE DATA**

Notwithstanding the above, the Subscriber is authorized to disclose the Data in certain cases described hereinafter and under the conditions defined in articles 5.1 and 5.2. The non-compliance with the following terms and conditions may lead Médiamétrie to terminate this Agreement and the Subscriber's responsibility may be sought.

### **5.1. General rules applicable to any form of communication of the Data:**

For all possible forms of communication of the Data, as defined in article 5.2., the Subscriber undertakes to comply with the following rules:

- any reference made to the Data must be followed by the statement "**Source: Glance / Relevant partner – Reproduction forbidden – All rights reserved by Médiamétrie**" as well as any other details required to properly understand the said Data (name and time of the study, specific nature of the indicator(s), criteria, reference operation periods, population concerned, measurement types, etc.);
- the presentation of the Data can in no way mislead those to whom they are distributed in terms of origin, content, purpose or scope;
- all communication should not have the purpose or effect of denigrating the Service(s);
- the Data will only be reproduced under conditions allowing a reader or a listener of average attention and education, to understand the meaning and scope of the Data;
- any communication of Data must include the most recent Data produced or published by Médiamétrie. The Subscriber may also communicate on Data corresponding to an earlier period on condition that the date is indicated, and that the communication also includes the most recently produced Data;
- the Data can only be compared with previous results from the same source, and which are directly comparable (in particular same indicators, same or previous period, same population);
- concerning the communication of the Data orally, the recipient must be clearly informed by the Subscriber that the Data can't be freely broadcasted or reproduced without Médiamétrie's consent;



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- only Data provided by Médiamétrie or established by Médiamétrie's interface may be broadcasted by the Subscriber. The Subscriber undertakes to not use the Data to create any result deduced from calculations or reports based on Data provided by Médiamétrie, on targets other than standard targets or on other universes and, more generally, on a perimeter different from that of the Service(s), which may not be distributed by the Subscriber under any circumstances;
- the Subscriber shall not transmit any of the TV audience results, part of the Data, in a country of the TV audience result's origin as indicated by Médiamétrie (particularly German TV audience results where the obligation of non-usage extends to Austria and Switzerland) with the exception of United Kingdom TV audience results which can also be used and stored in the United Kingdom.

### **5.2 Specific rules applicable to each type of communication of the Data:**

#### **5.2.1. Disclosure to the Subscriber's existing clients, prospects and its affiliates:**

The Subscriber may communicate the Data to its existing clients, prospects and affiliates under the respect of the conditions set forth in article 5.1 and under the following terms and conditions:

- concerning the communication of the Data to the clients and prospect, the Data communicated must be limited only to the data required for the Subscriber to justify its rates and business proposals to its clients and prospects. If the Data is communicated via the Internet, the Subscriber must only communicate from its website and such access will be only reserve to its clients and prospects;
- concerning the communication of Data to the affiliates of the Subscriber, this communication must relate solely to the audience results concerning the said affiliates.
- the nature of the information disclosed should not, either because of the quantity disclosed or the repetition of such disclosures, be such that it may enable an existing or potential client (much less any other non-subscriber) to acquire information that it can use in its own professional activities, other than those directly pertaining to its relations with the Subscriber who disclosed it;
- all communication of the Data must be free of charge, and the Subscriber agrees not to sell any part of the Data to its existing or prospective clients and affiliates, much less to any third party;
- the Subscriber must inform the recipient to whom the Data have been furnished that they cannot use the Data for their own purposes.

#### **5.2.2. Disclosure to the Media and Advertisements:**

The Subscriber, if it is an advertising network, broadcaster, producer or a distributor and only in one of these four (4) cases, may however communicate to the press or other media, or disseminate for information purposes on its communication media, under its own responsibility and subject to compliance with the conditions set out in article 5.1, certain significant Data relating to the Service(s), concerning exclusively and directly its broadcasting network(s), or the broadcasting network(s) for which it is the advertising network.

For avoidance of doubt, the communication of the Data by the Subscriber on social media is strictly forbidden such as but not limited to Facebook, Instagram, Pinterest, Twitter etc.

### **6. ACCESS TO THE SERVICE(S)**

In the event the Subscriber has access to the Data through a software or an interface, Médiamétrie will provide username and passwords to the Subscriber.



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The passwords provided are strictly personal and confidential and can be used solely for the purpose of the Contract.

Médiamétrie may modify these passwords during the Term as long as a prior written notice of at least thirty (30) days is given to the Subscriber.

The Subscriber shall ensure the confidentiality of the passwords. Médiamétrie may terminate the Contract in the event of any transfer of the passwords to a third party.

The Subscriber is solely responsible for the use of the Service(s) by its employees and its consequences, regardless of the user.

If the Subscriber loses his passwords or in the event of the change of the user of the passwords, the Subscriber shall immediately (and before the next delivering of Data) send written notice to Médiamétrie in order to modify or cancel the passwords.

Due to the particular nature of the Internet network, access to the site may be interrupted or restricted at any time by a cause unrelated to Médiamétrie; in this case, Médiamétrie cannot be held responsible. Médiamétrie can no longer be held responsible in the event of interruption of access to the site due to maintenance operations, updates or technical improvements, or to change the content and/or presentation, as long as these interruptions will be reported and will not exceed customary practices in this area. If such suspension continues for thirty (30) or more days the Contract Term and subscription term to the Service(s) shall be automatically extended by the same number of days as the full period of suspension.

## **7. SECURITY**

During the Term, the Subscriber shall maintain reasonable security procedures and practices appropriate to protect the Data and Service(s) from unauthorized access, use, modification or disclosure. Without limiting the generality of the foregoing, each Party will ensure that the Data or Service(s), as applicable are accessed only by the minimum number of such Party's employees who have a need to access it to enable such Party to perform its obligations hereunder, and who are bound in writing by obligations of confidentiality sufficient to protect such Data and Service(s) in accordance with the terms hereof.

The Subscriber will be responsible for defining the access rights applicable to the Data and Service(s) under their control relating to the appropriate segregation of duties and in order to regularly review which individuals have access to those Data and Service(s).

## **8. SPECIAL SORTING AND DATA PROCESSING**

The Subscriber may, under the conditions specified below, appoint a third party (hereinafter the "**Data Processor**") with the task of sorting, analysing and/or reprocessing the Data on behalf of the Subscriber.

The Subscriber may only re-export or communicate the Data for processing and/or analysis after the prior written consent of Médiamétrie and upon signing of a direct Contract between Médiamétrie and the Data Processor, in accordance with the terms set forth herein, and containing an undertaking to use the Data only to meet the requirements of the Subscriber.

The Data Processor must also agree to take direct and indirect measures to prevent the Data from becoming accessible, voluntarily or involuntarily, to any other third party than the Subscriber.

## **9. AUDIT**

Médiamétrie shall have the right to appoint an independent auditor, during the Term of this Contract and one (1) year after the term of this Contract, to audit the compliance by the Subscriber with its obligations regarding the Contract.

Prior to the audit, the auditor will enter into a non-disclosure Contract prohibiting the auditor from disclosing to any third party any information obtained or otherwise learned by the auditor in connection with such audit.



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Médiamétrie shall inform the Subscriber, with a one (1) month prior notice, of the audit and will support the cost of such audit.

The auditor will communicate the results of the audit to each Party through an audit report. Should any such audit report reveal that the Subscriber does not comply with the Contract, Médiamétrie should have the right to terminate the Contract without prejudice to any other rights and remedies.

### **10. REPRESENTATION AND WARRANTIES**

Médiamétrie represents and warrants to the Subscriber that:

- it has obtained appropriate rights to provide the Data and Service(s) under the terms and conditions contained in this Contract;
- the execution, delivery and performance of the Contract by Médiamétrie does not and will not materially conflict with, violate, or result in a breach of any provision of any government or court order, judgement or decree, or with any other contract or Contract or other legal obligation to which Médiamétrie is a party or by which it may be bound;
- it will perform the Service(s) with reasonable skill and care and in accordance with the loyal practices applied by the industry and with the CCI/ESOMAR's instructions, including article C-12 of a such instructions providing that "*the operator should always make its best effort to design surveys with satisfactory quality and good quality/price ratio, and conduct the survey according the specifications agreed upon with the client*";
- it will deliver the Data or part of the Data once the Data or part of the Data are received from the Data Providers. The Subscriber is informed that Médiamétrie is highly dependent on the delivery of the Data by the Data Providers and it shall use its commercially reasonable efforts at all times to provide the Subscriber in respect of the delay indicated in the Contract;
- in the event of a change in the measurement at the local level decided by the national producer (in particular a change in methodology or measurement scope) Médiamétrie will inform the Subscriber in writing (including by e-mail) as soon as it becomes aware of this change;
- in the event of a change in communication rules decided at the local level by the national producer, Médiamétrie will inform in writing (including by email) as soon as possible the Subscriber who undertakes to respect the communication rules;
- in the event of a technical error in the collection, processing, or publication of the Data, Médiamétrie shall use its commercially reasonable effort to make the appropriate corrections as soon as possible.

### **11. INDEMNITY**

#### **11.1. Indemnity by Médiamétrie:**

Médiamétrie shall indemnify, defend and hold harmless the Subscriber against all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees, arising out of any claim by any third party against the Subscriber alleging that the Data and/or the Service(s) provided under the Contract infringes a third party's patent, copyright, trademark, trade secret, privacy or other proprietary right and awarded by a definitive decision issued by the competent court; provided, however, (i) that the Subscriber shall provide to Médiamétrie with prompt written notice of such claim (ii) assistance that Médiamétrie may request and (iii) that Médiamétrie shall have the sole authority to defend or settle such claim provided that any settlement entered into by Mediametrie requires the prior written approval of Subscriber.

In such case, Médiamétrie may at its sole discretion (a) procure to the Subscriber the right to continue using the Data; or (b) terminate the Contract. Notwithstanding the foregoing, Médiamétrie assumes no liability for infringement claims arising from (i) use or combination of the Service(s) and/or Data with products or services not provided by Médiamétrie to the Subscriber; or (ii) unauthorized



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modification of the Service(s) and/or Data by the Subscriber or (iii) use of Data and Service(s) not in compliance with this Contract.

TO THE FULLEST EXTENT POSSIBLE BY APPLICABLE LAW, THE EXPRESS REPRESENTATIONS AND/OR WARRANTIES SET FORTH IN THIS CONTRACT ARE THE SOLE AND EXCLUSIVE REPRESENTATIONS AND WARRANTIES OF MEDIAMETRIE. EXCEPT AS EXPRESSLY SET FORTH IN THIS CONTRACT, MEDIAMETRIE DISCLAIMS, ANY REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND SERVICES CONTEMPLATED BY THIS CONTRACT INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING.

### **11.2. Indemnity by Subscriber:**

The Subscriber shall indemnify and hold harmless Médiamétrie against all liabilities, claims, damages, losses and expenses, including reasonable expenses and reasonable outside attorneys' fees arising out of any third party (including Data Providers) claims and awarded by a definitive decision issued by the competent court as a result of a breach by the Subscriber of the Contract.

### **12. LIMITATION OF LIABILITY**

Médiamétrie is bound by an obligation of means in the exercise of its activity and undertakes to provide all the necessary care to produce the Service(s) and the Data within the limits of the means at its disposal.

Médiamétrie will refund the fees paid for the Service(s) it fails to provide and will use reasonable efforts to correct errors Subscriber identifies in the Service(s). If Médiamétrie does not provide a Service or is unable to correct erroneous Data, it will reimburse Subscriber for fees paid for the affected part of the Service(s).

Subject to the foregoing and to the extent permitted by applicable law, the Médiamétrie total aggregate liability for direct loss, damage or expense under or in connection with the supply of the Service(s) and the Data whether in contract, tort (including negligence) or otherwise shall be limited to an amount equal to the annual fees paid by the Subscriber for the Service(s) claimed.

Médiamétrie shall not be liable to the Subscriber or deemed to be in default for any loss, damage or expense resulting from the Subscriber's use of the Service(s), arising directly or indirectly out of the use of, access to the Service(s) not exclusively caused by Médiamétrie, nor shall Médiamétrie be liable for any interruptions, delays or non-performance of the Contract due to any delivery stoppage of the audience results and/or the metadata by the Data Providers or other occurrence beyond the control of Médiamétrie and/or resulting from "force majeure" as specified in Article 15.3.

Médiamétrie shall not be liable for any immaterial, incidental, consequential, liquidated, special, punitive, exemplary or indirect damages or penalties, including but not limited to loss of goodwill, loss of profit, loss of business, revenue or anticipated profits, loss of turnover or harm to reputation.

Notwithstanding the above, nothing in this Contract excludes or limits the liability of Médiamétrie for death, personal injury caused by its negligence, for fraud, fraudulent misrepresentation, gross negligence or wilful misconduct or for any matter that it would be illegal for Médiamétrie to exclude or attempt to exclude his liability.

Notwithstanding the above, nothing in this Contract excludes or limits the liability of Médiamétrie for death, personal injury caused by its negligence, for fraud, fraudulent misrepresentation, gross negligence or wilful misconduct or for any matter that it would be illegal for Médiamétrie to exclude or attempt to exclude his liability.



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### **13. TERM**

The Contract is concluded for the period specified in the Specific Conditions.

### **14. TERMINATION**

#### **14.1. Termination for breach of contract:**

It is expressly agreed that each Party can, without prejudice to their claim for damages, terminate the Contract in the event of partial or total non-performance by the other Party of any of its due obligations stipulated in the Contract, by way of official notice sent by registered letter with acknowledgement of receipt, remained unheeded within thirty (30) days after being received.

Should the Contract be terminated due to misconduct on behalf of the Subscriber, access shall no longer be granted to the Data and the latter will be required to cease all activity concerning said Data.

#### **14.2. Other cases:**

Should the Subscriber unilaterally terminate this Contract before its expiry date, for reasons that are not exclusively attributable to Médiamétrie, the Subscriber shall pay Médiamétrie, within one (1) month after the notification of early termination, a compensation amount equal to all amounts outstanding in pursuance of the Contract until its initial term (hereinafter the "**Termination fees**"). As from the notification of the termination of the Contract, the Subscriber will no longer have access to the Data for the period running until the termination of the Contract but may continue to use the Data, to which he will have had access until the effective date of termination, subject to its compliance with the conditions of use of the Data and the payment of the Termination fees.

### **15. MISCELLANEOUS**

#### **15.1. Integrity:**

The Contract covers all the parties' commitments with respect to each other as applicable under the Term dates hereunder. It cancels and replaces all previous Contracts between the Parties that are outside of the dates hereunder, written or oral, having the same purpose.

#### **15.2. Reconduction of the Contract:**

In the event that the Subscriber wishes to continue to access to the Service after the end of the Contract, after having informed Médiamétrie at the latest on (1) month before its expiry, and failing the conclusion of a new subscription contract, access to the Service will be made in accordance with the terms of this contract and the commercial proposal sent by Médiamétrie and accepted by the Subscriber.

The invoicing of the Service will be continued taking into account the scope of the Service agreed in the commercial proposal sent by Médiamétrie and accepted by the Subscriber.

The invoicing of the Service will take into account any revision of the Price notified in writing to the Subscriber and accepted by the latter.

In return, Médiamétrie undertakes to make the Data available until the conclusion of a new subscription contract for the Service for the following period.

This period may not exceed three (3) months from the end of this Contract. After this period, the Parties will necessarily have to sign an Contract for the renewal period.

#### **15.3. Force Majeure:**

Neither Party may be held liable for any breach of any of its obligations if such breach results from a case of force majeure or a fortuitous event making it impossible, temporarily or permanently, to perform its obligations within the meaning of Article 1218 of the Civil Code and the definition adopted





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by French case law including but not limited to the delivery stoppage of the audience results by the Data Providers.

The Party invoking force majeure is obliged to inform the other party of the occurrence of the event by registered letter with acknowledgment of receipt within a period of three (3) days from the occurrence of the event.

In the event of a temporary impossibility, the deadlines for performance of the obligations of each of the Parties under the Contract shall be extended according to the duration of the event (s) of force majeure and their execution shall be again to be performed upon the cessation of the event (s) obstructing such execution. If applicable, the Contract will be extended for a period equivalent to the interrupted period.

In the event that the execution of the Contract is rendered impossible for a period of more than two (2) months, the termination of the Contract will be legally binding.

### **15.4. Confidentiality obligations:**

“Confidential Information” means (i) this Contract and all discussion and, negotiations related thereto; (ii) all information regarding or reflecting payments earned under this Contract; (iii) any information that would reasonably be considered to be confidential information of either Party in light of the circumstances surrounding the disclosure; and (iv) any other confidential information provided by one Party to the other Party hereunder such as: trade secrets, financial information, including pricing, technical information, including research, development, procedures, algorithms, data, designs, and know-how, business information, including operations, planning, marketing interests, and products. Except with the prior written consent of the other Party, neither Party shall (i) use or disclose any Confidential Information other than to employees and contractors who have a need to know and any disclosure to contractors may only be to contractors who have signed a non-disclosure Contract to protect the confidential information of third parties; or (ii) make copies or allow others to make copies of such Confidential Information except as is necessary for internal business purposes or required by law, regulation or court order.

The Contract shall be treated by the Parties as confidential even after termination and shall not be disclosed by either Party other than in the normal course of its business to its staff and professional advisers on a need-to-know basis. The Subscriber’s name, address and other contact details shall be entered into and stored on Médiamétrie’s administrative database.

The Subscriber shall not use the name or any trademark of Médiamétrie in any manner, including, without limitation, in any press release or other advertising materials of the Subscriber, other than as specified in this Agreement, including but not limited to as indicated in Article 5 above, without the prior written consent of Médiamétrie. Neither Party will issue any public statement, including but not limited to any press release or other advertising materials, regarding the existence of this Contract without the prior written consent of the other Party for the five (5) year period of the Contract.

### **15.5. Independent contractors:**

The relationship of Médiamétrie and the Subscriber established by this Contract is that of independent contractors and nothing herein shall be deemed to create a partnership or joint venture between the Parties hereto. Médiamétrie may engage subcontractors to perform any of its obligations and will be responsible for all such subcontracted obligations.

### **15.6. Assignment:**

This Contract or the rights and obligations may not be assigned (directly or indirectly, in whole or in part) by either Party, whether by operation of law or otherwise, without the prior written consent of the other Party. Upon any permitted assignment, the permitted assignee shall agree in writing to be bound by the terms of this Contract and this Contract shall inure to the benefit of such permitted assignee. Any assignment or attempted assignment in violation of this provision shall be null and void.



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**15.7. Entire Contract:**

The Contract constitutes the entire understanding of the Parties concerning the subject matter hereof, and supersedes all prior term sheets, proposals, communications, or understandings, written or oral, between the Parties concerning the subject matter hereof. This Contract may not be modified except in a writing signed by both Parties.

**15.8. Delegation of payment:**

In the event that the Subscriber should delegate the payment of the Price due to a different company, the delegate company must accept this delegation by signing this Contract.

In the event of default of payment from the delegate company, the Subscriber will not be waived from the initial debt and will remain the principal debtor in the same way as the delegate company.

**15.9. Survival :**

In addition, and without limiting the generality of the preceding sentence, articles 4, 5, 9, 10, 12, 15.2, 15.4, 15.12 and 15.13 shall survive the expiration or termination of the Contract for any reason.

**15.10. Anti-corruption:**

The Parties hereby states and warrants that, at any given time and throughout the term of the Contract, their activities in relation to this Contract shall be carried out in accordance with the US Foreign Corrupt Practices Act of 1977 (as amended), UK Bribery Act, 2010 (as amended) French Act No. 2016-1691 of 9 December, 2016, concerning anti-corruption measures, known in French as 'Loi Sapin 2' (collectively hereinafter as the "**Anti-Corruption Laws**"), and each party shall put in place adequate procedures and rules, as provided for by the Act, which are suitable for its size and activity and which set out (i) to prevent any act of corruption and influence peddling that could be committed by itself, by individuals it is responsible for and, if applicable, by agents or other intermediaries it has instructed for the purposes of performing the Contract and (ii) to ensure that any act of corruption or influence peddling associated with this Contract must be promptly reported to the other. In the event of a breach by one of the Parties of one of the previously mentioned commitments, the other Party shall be entitled to suspend its obligations and terminate the Contract.

**15.11. Data protection:**

Each of the Parties confirms and guarantees to the other that, if necessary for the fulfillment of their respective obligations under the Contract, they may have access to the personal data of the employees of the other party in accordance with the regulations in force (in particular the law n°78-17 of January 6, 1978 relating to data processing, files and freedoms as amended, and the General Data Protection Regulation 2016/679/EU (hereinafter as the "**GDPR**") as well as any subsequent settlement) without this constituting a violation of the rights of a third party. Unless expressly stated otherwise in the Contract, the terms "personal data", "supervisory authority", "data subjects", "controller", "processor", "subsequent processor" and "processing" will have the following definitions provided by the GDPR.

Each Party is responsible for independent processing of this type of data that it processes under the Contract for the purpose of:

- management of the commercial relationship (monitoring of the execution of the Contract). The data collected for this purpose is kept by each of the Parties for the duration of the Contract;
- accounting management of invoicing. The data collected for this purpose is kept for the duration of the Contract and until the end of a period of ten (10) years from the date of collection.



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Each Party or each person acting on behalf of one of the Parties is informed that they have a right of access, rectification, opposition, deletion, etc... of its Personal Data and that it also has the right to lodge a complaint with the supervisory authority established in France, the Commission Nationale de l'Informatique et des Libertés (CNIL). Médiamétrie is responsible for informing its employees concerned by the commercial relationship with the Subscriber that they have the right to access, rectify, oppose and delete data concerning them from the Subscriber by writing to the Subscriber's address as indicated in the Specific Conditions. The Subscriber is responsible for informing his employees concerned by the commercial relationship with Médiamétrie that they have the right to access, rectify, oppose and delete data concerning them with Médiamétrie by writing to the following email address: dpo@mediametrie.fr or at the following postal address: Médiamétrie – 70, rue Rivay – For the attention of the Data Protection Officer – 92 532 Levallois Cedex.

### **15.12. Electronic signature:**

The Parties expressly agree that the Contract may be concluded in electronic form. They admit, where applicable, that this electronic form:

- constitutes the original of the document and that it is drawn up and kept by the Parties under conditions which allow its signatories to be duly identified and guarantee its integrity;
- constitutes literal proof within the meaning of the Civil Code: it has the same probative value as a written document signed by hand on paper and may be validly opposed to the Parties;
- is likely to be produced in court, by way of literal proof, in the event of litigation, including in litigation between the Parties.

The Parties undertake not to contest its admissibility, enforceability or probative value on the basis of its electronic nature.

### **15.13. Governing law and Jurisdiction:**

The Contract and the Parties' rights and duties shall be interpreted and applied in accordance with the laws of France and be subject to the exclusive jurisdiction of the Tribunal de Commerce of Paris.