

GENERAL TERMS AND CONDITIONS OF SALE

Webinar service
(last update 2023/02)

1. PREAMBLE

IPD, a simplified French joint-stock company with share capital of €10,144,256, 10 Place du Général de Gaulle, 92160 Antony, registered on the Nanterre Trade and Companies Registry under number 490 727 633 (hereinafter referred to as 'IPD') provides online video conferencing services for professionals who want to broadcast, have broadcast or sponsor informational video conference material (hereinafter referred to as 'webinars') intended for a professional audience to be streamed on one of IPD's websites or one or more belonging to other companies within the *INFOPRO DIGITAL®* Group to which IPD belongs.

Any orders for broadcasting webinars, their creation or sponsoring shall entail the irrevocable and unreserved acceptance of these *general terms and conditions of sale* and those of associated Purchase Orders to the exclusion of all other documents, terms and conditions issued by the Customer, their authorised representative or instructing party.

2. DEFINITIONS

ADVERTISER/CUSTOMER: any professional, legal or natural person identified on the Purchase Order who orders services as outlined below.

CUSTOMER ACCOUNT: an account created for the Customer through which they can log into the platform.

ADVERTISER CONTENT: content sent to IPD by the Customer for the purposes of streaming an *advertiser webinar* and establishing their *media plan*. In any event, *advertiser content* remains the property of the Customer.

ADVERTISER CONTENT WITH PUBLISHING/BRAND CONTENT OPTION: all content suggested and produced by IPD based on the Customer's specification and approved by the Customer for the purposes of creating an *advertiser webinar with publishing option* and their *media plan*. Following the termination of the Contract, the Customer shall hold the rights to make use of *advertiser content with publishing/brand content option*.

EDITORIAL CONTENT: all content created by IPD for the purposes of creating an *editorial webinar* and *media plan*, all sponsored by the Customer. In any event, *editorial content* remains the property of IPD.

CONTRACT: these *general terms and conditions of sale* and associated Purchase Order(s) initialled and signed by the Customer.

REGISTRANT: any user who signs up to a webinar in a professional capacity.

ORGANISER(S): natural person(s) designated by the Customer and acting on their behalf using login credentials to access the platform via the Customer account.

PARTICIPANT: any user who, acting in a professional capacity, takes part in webinar(s) either live or via replays and/or downloads the documentation related to webinar(s) and/or asks to contact the Customer.

PLATFORM: technical platform for storing and streaming webinars.

SERVICES: services provided by IPD within the framework of the Contract and described in articles 3.1 and 3.2 below.

USER: anyone who, acting in a professional capacity, creates a user account on IPD's website or that of any other company within the *INFOPRO DIGITAL®* Group streaming the webinar.

3. DESCRIPTION OF SERVICES

3.1 Webinars

3.1.1 Description of webinars

In accordance with the framework set out on the Purchase Order, IPD offers three ways of creating or associating with webinars:

- **Advertiser webinar:** IPD makes the platform available and provides technical support allowing the Customer to upload their own webinars (*advertiser content*) via their Customer account. Customers can add up to nine organisers responsible for planning, launching and hosting webinars, etc., to their Customer account. Customers can arrange the number of webinars, as set out on the Purchase Order, throughout the term of the Contract via their Customer account and non-simultaneously.
- **Advertiser webinar with publishing/brand content option:** IPD provides Customer support, including defining webinar topics alongside the Customer (one scoping meeting), suggesting editors and expert speakers, conducting interviews with expert speakers (four interviews maximum), preparing production books based on specifications drawn up with the Customer (subject, tone, etc.) through to validation thereof following a reasonable number of exchanges, and streaming the webinar on the platform. In collaboration with the Customer, IPD will specify streaming dates and take responsibility for all technical operations related to streams.
- **Editorial webinar:** the Customer sponsors *editorial content* created and streamed by IPD. The Customer should choose from the topics offered by IPD on the basis of the editorial positioning of their websites and latest news, as well as the topics they wish to associate with their brand.

IPD may suggest technical changes and/or changes to content upload dates in order to optimise webinar streams in relation to scheduling, operational and audience constraints concerning the support website.

The Customer recognises users may rate speakers and comment on webinars. Where applicable, the Customer understands comments will not be subject to any prior moderation, which means IPD cannot be held responsible for the illegality of any such comments under any circumstances.

Regardless of the nature of a webinar, services shall include its live streaming, as well as access to a replay for the entirety of the duration of the Contract and until its withdrawal in accordance with the terms and conditions defined in article 4.3.

3.1.2 Booking – Postponing – Cancelling webinars

IPD's acceptance of requests for dates (hour/day/month/year or week/year) sent by the Customer via the schedule attached to the Purchase Order are subject to availability and (i) confirmation from the dedicated account manager and (ii) suggestions of alternative dates in the event of a lack of availability, which will take place within three days of receipt of the Customer's schedule.

All webinars listed on the Purchase Order must be *used up* by the Customer on the dates agreed between the parties in accordance with the above paragraph or, in relation to *advertiser webinars*, for the agreed duration, as specified on the Purchase Order.

Webinars that remain *unused* may not be carried over into a new contractual period, reimbursed or subject to any compensation or reparations for any reason whatsoever under any circumstances.

Webinars may only be postponed once up to a limit of three postponements for all webinars ordered for the period specified on the Purchase Order. Streaming postponed webinars cannot take place beyond the end of the Contract, as outlined on the Purchase Order. Postponements/cancellations must be requested no later than 30 days before the Monday of the week in which the webinar was originally scheduled to be streamed. Otherwise, the webinar in question will be considered *used up* and may not be the subject of a postponement or reimbursement, nor any compensation or reparations, for any reason whatsoever. Furthermore, if a postponement/cancellation concerns a webinar due to be produced in the

studio or filmed by a director, fixed compensation of two thousand euros, excluding taxes (€2,000, excl. tax), shall be invoiced to the Customer against which no claims can be made.

In the event of a valid postponement request sent within the aforementioned time frame and accompanied by a new requested stream date, the account manager will either confirm the new booking or else suggest a new date in the event the requested date is unavailable.

3.2 Media plan

In order to advertise webinars and recruit Participants, a *media plan* for each webinar will be drawn up by IPD according to the style guide defined by IPD, approved by the Customer regarding advertiser webinars and brand content, and detailed on the Purchase Order.

The *media plan* may include the following elements, based on the formats and methods outlined on the Purchase Order: banners, square ads, inffeeds (adverts integrated within an article), emails sent by IPD to targets as defined by the Customer on IPD's suggestion.

In this context, *advertiser content* (and, more generally, all content provided by the Customer to IPD within the framework of the Contract) must be submitted to IPD within the time frames agreed between the parties and in accordance with the technical specifications issued by IPD.

IPD cannot be held liable and no compensation will be due to the Customer in the event IPD is led to move, modify or remove an element of the *media plan* for any reasons beyond its control, in particular:

- a support request from the host for an element of the *media plan* concerned;
- IPD receiving any third-party claims alleging infringement of their rights by all or part of the *advertiser content*;
- IPD's reasonable doubt relating to the potential infringement of third-party rights by all or part of the *advertiser content*;
- failures related to telecommunications networks (network interruption, slowdown in technical performance and response times for viewing, processing or transferring data) or technical service providers;
- inability to edit (technical difficulties);
- new regulations or injunctions by public authorities;
- in general, any force majeure including trade restrictive measures and sanctions implemented by the United Nations, the European Union and its member states, the United States, the United Kingdom and, where applicable, any jurisdiction in which this Contract is to be performed.

IPD does not guarantee exclusivity for any reason whatsoever, as a result, competing advertisers may appear simultaneously on all or part of the support website locations used in the *media plan*, against which no claims can be made by the Customer.

IPD cannot be held responsible under any circumstances if a failure or delay in publishing an element of the *media plan* results in the Customer's non-compliance with deadlines agreed between the parties, with anything stipulated in the *general terms and conditions of sale* and associated Purchase Orders, or technical specifications. Where applicable, no compensation or alterations to the price or duration of the Contract may be requested by the Customer.

The dates on which various elements of the *media plan* are to be published online are only communicated by IPD as an indication and any delays in performance of services caused by an event beyond IPD's control cannot lead to IPD being held responsible.

4. DURATION – FORCE MAJEURE

4.1 Duration

Services are contracted from the date, for the duration and for the number of webinars as stated on the Purchase Order.

4.2 Suspension and termination due to a breach

In the event the Customer fails to comply with one of their obligations under the terms of the Contract, IPD will have the right to suspend, without prior notice, the performance in full or in part of the Contract until the breach identified has been

remedied. The parties agree that any such suspension may not be considered non-performance or wrongful termination of the Contract by IPD, nor will this entitle the Customer to any form of compensation.

Furthermore, in the event of the Customer's non-compliance with one of their obligations under the terms of the Contract not being corrected within a period of fifteen days from receipt of a formal notice sent by recorded delivery with acknowledgement of receipt mentioning (i) the breach concerned and (ii) the ensuing ability to resolve it, the Contract may be terminated automatically, without notice, and without any other formalities required beyond sending a notice by recorded delivery with acknowledgement of receipt notifying the other party of the termination, without prejudice to any damages IPD may claim for the breach concerned. In this case, the Contract will expire on the date of the first presentation of the termination notice.

4.3 Consequences of the end of the Contract

Upon the termination of the Contract for any reason whatsoever:

- the Customer's access to their Customer account will be deactivated by IPD;
- webinars shall remain accessible as replays from the end of the Contract excluding (i) any discretionary decisions and those withdrawn without notice by IPD and (ii) those removed at the express request of the Customer in the event of *advertiser webinars* or *advertiser webinars with publishing/brand content option*.

As webinars may be removed at any time, it is the sole responsibility of the Customer to back up their content and files before the termination of the Contract for any reason whatsoever.

The parties expressly agree that the provisions of articles 5, 6, 8 and 9 shall survive the termination of the Contract for any reason whatsoever.

4.4 In all cases, if, due to a failure on the part of the Customer alone to fulfil its obligations (failure to transmit Content, failure to validate items transmitted by IPD, etc.) and despite IPD's reminders, the Services have not been performed within a period of twelve months following the signing of the Purchase Order, the Services ordered but not used or which IPD has not been able to perform as a result will be definitively lost. They may not be carried over to a new Purchase Order, nor may they be reimbursed or give rise to any compensation whatsoever, but will be invoiced in full by IPD to the Client and will be payable by the Customer.

4.5 The Customer may decide at any time and without reason to terminate the Services without being able to claim any reduction and/or partial or total refund of the price. In this case, the full price stated in the Purchase Order will remain payable to IPD.

4.6 Force majeure With the exception of payment obligations, none of the Parties may be held responsible for a breach of its obligations should such a breach result from an event of force majeure as defined by the applicable law and interpreted by the competent courts including, in particular, any government decision.

The following are also contractually regarded as cases of force majeure: any government or administrative decision such as the withdrawal or suspension of any authorizations whatsoever, trade restrictive measures and sanctions implemented by the United Nations, the European Union and its member states, the United States, the United Kingdom and, where applicable, any jurisdiction in which this Contract is to be performed, a total or partial strike, internal or external to the company, a fire, flood, natural disaster, earthquake, act of terrorism, state of war, epidemic, pandemic, total or partial interruption or blockage of telecommunications or electrical networks, computer hacking ("**Force Majeure**").

The Party experiencing the Force Majeure event must immediately inform the other Party by all appropriate means of the impossibility of fulfilling its obligations.

The Force Majeure event suspends the fulfillment of obligations. The Party whose performance has been delayed shall make every reasonable commercial effort to minimize the effects of Force Majeure.

5. CUSTOMER OBLIGATIONS

5.1 The Customer undertakes to comply with the technical prerequisites attached to the Purchase Order. Otherwise, IPD cannot be held responsible for any non-performance resulting either directly or indirectly from the Customer's non-compliance with these technical prerequisites.

5.2 The Customer hereby declares and guarantees:

- that services shall be exclusively dedicated to their own professional activities to the exclusion of those of any third parties, including any affiliated companies or business partners;
- they will refrain from making their access credentials to the platform available to any third parties for any reason whatsoever;
- they hold all the necessary rights and authorisations to share all data and content of any kind they intend to share with IPD for the purposes of Contract performance, including copyrights, trademarks, image rights, etc.;
- they have concluded and secured all contracts in accordance with applicable and required legislation for sharing the image and personal data of any individual directly or indirectly involved in webinars and are in a position to share these contracts with IPD immediately upon request;
- that no content shared with IPD will contain any erroneous, defamatory or abusive material, nor any material liable to infringe any rights of third parties and therefore engage IPD's responsibility or that of any companies within the *INFOPRO DIGITAL®* Group;
- they have sent IPD all copyright notices relating to any copyright-protected content shared with IPD that is to be published in the context of media coverage and webinar streaming;
- that no content shared with IPD will violate public order or common decency;
- that no content shared with IPD will be fraudulent, involve the promotion or sale of counterfeit or stolen goods or be liable to mislead the public, but will faithfully reflect their products and services;
- that content shared with IPD will comply with all regulations, in particular those that apply to advertising and competition.

In the event of an action or claim raised by a third party, or a competent authority or jurisdiction, against IPD or any of the companies within the *INFOPRO DIGITAL®* Group as a result of the Customer's failure to comply with any of the above declarations, the Customer hereby undertakes (i) to defend IPD or the company implicated in this action or claim at their own expense (through transactional or legal means) and (ii) to fully indemnify IPD or the company implicated for all damages suffered (including all expenses related to the need to manage evidence, transactional compensation, criminal or administrative fines, damages, costs and fees, expenditure, etc.). It is hereby specified that this guarantee also relates to the title(s) of webinars and their descriptions.

5.3 IPD may need to modify certain elements of webinars (excluding any brands/logos) for SEO purposes, or remove all or part of the *advertiser content* (if content becomes, for example, redundant or unsuitable, such as negatively influencing SEO, contrary to any legislation or contrary to the support site's editorial guidelines). It is the Customer's responsibility to verify any modifications made by IPD and to inform them, in the event of any errors, of the corrections to be made.

5.4 The Customer is solely responsible:

- for making and storing copies of all content and files shared with IPD under the terms of the Contract or made or transferred during Contract performance and before its termination for any reason whatsoever;
- for the proper functioning of their IT equipment and network connections. IPD cannot be held responsible under any circumstances for non-performance of services resulting from the Customer's malfunctioning IT equipment, network connections, etc.;
- for the consequences of not keeping their platform access credentials confidential and undertakes to inform IPD immediately of any unauthorised use of their account or loss of their access credentials;
- for the decision to enter into a commercial relationship with any users or Participants, as well as the consequences of these relationships.

5.5 Any Contract signed by the Customer is a firm and irrevocable undertaking of an order for the Customer.

If Content is not provided or items not validated within the time limits and under conditions that are given, preventing or delaying delivery of the Services by IPD, the Customer remains bound to pay all sums due under the Purchase Order according to the schedule initially provided and no reduction or partial or total refund of the price will be due to the Customer.

6. IPD OBLIGATIONS

IPD undertakes to provide services within the context of a general best-efforts obligation.

IPD may subcontract all or part of their services to any third parties of their choice but will remain solely responsible for their flawless execution towards the Customer.

IPD makes no commitments regarding the number of Registrants for or Participants in webinar(s), nor guarantees the commercial effectiveness of their services.

IPD may, for maintenance reasons, temporarily and without prior warning suspend access to webinars, which shall not give the Customer the right to hold IPD responsible in this respect, nor to request an extension of the duration of the Contract.

Given the nature of Internet networks, IPD does not guarantee the uninterrupted availability of the platform. As such, IPD cannot be held responsible under any circumstances in the event of an outage, interruption or alteration to access to the platform, support sites or webinars resulting, in particular, from failures related to telecommunications networks, the devices used by Participants and/or the Customer, or more generally any other cause that cannot be attributed to IPD.

In any case, if IPD's responsibility is called into question by a definitive and enforceable court decision, on any basis whatsoever:

- IPD will not compensate any indirect damages suffered by the Customer, including, in particular, any commercial damages, additional operating costs, loss of data, turnover, profit, goodwill or opportunity, or any damages suffered by third parties;
- the total amount of any sums due by IPD as compensation for all direct damages resulting from all contributing events combined that occur over the same contractual period may not exceed the total amount of the sums paid by the Customer under the terms of the Contract in respect of the contractual period concerned.

By accepting the *general terms and conditions of sale* and associated Purchase Order, the parties acknowledge and accept that (i) these provisions establish a fair distribution of risk between IPD and the Customer and that (ii) the price reflects this distribution, as well as the limitation of liability described.

7. FINANCIAL TERMS AND CONDITIONS

7.1 Prices are set out in the Purchase Order. They are given exclusive of tax. They include, on a fixed and definitive basis, the assignment and grant of intellectual property rights as set out in Article 9 below.

All additional services not expressly referred to in the Purchase Order will be the subject of a separate invoice on the basis of a quote submitted to the Customer.

7.2 Unless otherwise indicated on the Purchase Order, the invoicing of the Services shall be carried out as follows :

- 50% upon signature of the Purchase Order,
- the balance upon delivery of the last of the Services provided for in the said Purchase Order.

Unless otherwise stated on the Purchase Order, the payment term is 30 days from the date of the invoice.

The Customer undertakes to inform IPD as soon as possible of any changes to the information communicated at the time of signing the Purchase Order and, in particular, in relation to their bank details and billing address.

Any delay in the delivery of Services that cannot be imputed exclusively to IPD will result in the Services being invoiced according to the dates initially planned.

In accordance with statutory and regulatory provisions, late payment penalties will be applied in cases where the payment of sums due is made after the time limits set out above. These penalties, for an amount equal to the most recent rate applied by the Central European Bank plus 10 points, will begin to run 15 days after formal notice has remained without effect. The rate applicable during the first half of the year in question is the rate in force as at January 1st of the year in question, and that applicable for the second half of the year in question is the rate in force as at July 1st of the year in question. Further, a flat-rate indemnity of 40 € for recovery charges may be claimed.

In case of non-payment of a single invoice at its term, IPD may, thirty (30) days after formal notice has remained without effect, require immediate payment of all sums that remain outstanding from the Customer.

IPD may also suspend or terminate the Contract in accordance with article 4.2 hereinafter.

By derogation from the provisions of article 1342-10 of the Civil Code, it is expressly agreed that, if several invoices are outstanding and the Customer makes part payment, IPD will be free to apply said payment as it sees fit.

7.3 When the Customer signatory of the Purchase Order acts as a mandatary for an end client, this latter remains in any case responsible for payment, notably in case of failure by its mandator, with whom it is jointly and severally liable.

8. PERSONAL DATA

8.1 Data processing carried out by IPD as data controller within the framework of contract management

Personal data relating to the Customer's representatives and employees involved in the conclusion and performance of the Contract will be processed by IPD as data controller and is shared with them for the sole purpose of Contract performance (invoicing, notifications, archiving, etc.). Data will be stored in France for the duration of the Contract plus applicable legal retention periods. Data subjects may exercise their rights in relation to the above processing at the following address: dpo@infopro-digital.com.

8.2 Data processing carried out by IPD as sub-processor within the framework of service provision

IPD may need to process personal data at the Customer's request. The characteristics of this processing are as follows:

No	Purpose	Data type	Data subjects	Processing	Retention period
1	<i>Making the platform available (access to platform services, support, etc.)</i>	First name, surname, email address	Customer employees	- Collection - Storage - Deletion	Duration of the Contract plus 12 months, unless otherwise requested by the Customer.
2	<i>Recruiting webinar Participants by IPD from among the Customer's prospects (where the option is taken)</i>	Professional contact details and job title	Professional prospects from the Customer's database	- Collection - Sorting - Storage - Deletion	Duration of the Contract plus 12 months, unless otherwise requested by the Customer.
2(a)	<i>Recruiting webinar Participants by IPD from among IPD prospects</i>	Professional contact details and job title	Professional prospects from the IPD database	- Collection - Sorting - Storage	Duration of the Contract plus 12 months, unless otherwise requested by the Customer.
3	<i>Transmission to the Customer (where the option is taken)</i>	Professional contact details and job title	Webinar Participants	- Transmission - Deletion	Duration of the Contract plus 12 months, unless otherwise requested by the Customer.
4	<i>Implementing the media plan and running the webinar</i>	Image, first name, surname, job title, professional contact details	All webinar speakers not offered by IPD and/or Customer employees	- Collection - Storage - Publishing within the context of the media plan and running the webinar - Deletion	Duration of running the webinar, as defined in article 4.3

In terms of the above processing:

(i) regarding processes 2, 2(a) and 3 above, it is the Customer's responsibility to send IPD details of the methods of collecting consent or information they wish to see sent to those concerned; otherwise, IPD will apply their standard procedures for collecting consent or information. The Customer cannot hold IPD responsible in this regard.

(ii) IPD makes the following commitments:

- IPD undertakes to provide sufficient guarantees regarding the implementation of appropriate technical and organisational measures so that processing meets the requirements of all applicable regulations and guarantees the rights of individuals concerned will be protected;
- generally, IPD is authorised to call upon the services of one or more sub-processors and (i) will ensure these sub-processors carry out all obligations in this article in the same way, (ii) remains liable to the Customer for any non-performance on the part of sub-processors, and (iii) will inform the Customer of any changes regarding the addition/replacement of any sub-processors in order to allow the Customer to raise any objections against these changes, which will be deemed accepted in the absence of any objections received within ten days of IPD providing this information;
- As a sub-processor, IPD processes personal data solely for the purposes outlined above and only on the Customer's instruction, including with regard to transfers to a third country, unless required to do so under European Union law, in which case the Customer will be informed in advance of this obligation, unless applicable law prohibits sharing this information for significant reasons in the public interest;
- IPD will ensure the individuals authorised to process personal data undertake to respect confidentiality or are subject to an appropriate legal obligation regarding confidentiality;
- IPD declares they are aware of the obligations of article 32 of the GDPR and undertake to comply with them;
- IPD will notify the Customer via all channels of any personal data violations, in accordance with the GDPR;
- IPD declares they keep a written register, in accordance with the provisions of article 30.2 of the GDPR;
- IPD will assist the Customer, where necessary, with appropriate technical and organisational measures and as far as possible in order to fulfil their obligation to respond to requests made by concerned individuals to exercise their rights;
- IPD will assist the Customer, where necessary, to ensure the obligations provided for in articles 32-36 of the GDPR are respected;
- IPD will provide the Customer with all information necessary to provide proof of compliance with the obligations contained within this article and allow audits to be carried out, either by the Customer themselves or any other auditors they have appointed at their sole expense, subject to a thirty (30) day notice period;
- IPD will inform the Customer if an instruction appears to constitute a violation of the GDPR, or any other applicable provisions, and reserves the right, where necessary, to refuse to carry out these instructions without being held contractually liable;
- once the aforementioned purposes have been achieved, IPD will delete all personal data, insofar as it relates to processing carried out as a sub-processor, at the Customer's request.

As part of the above processing, the Customer is informed and agrees that IPD uses the sub-processor *Webikeo®* (1940 route de Loqui, 13090 Aix en Provence, a subsidiary of the *INFOPRO DIGITAL®* Group), which itself uses the sub-processor *ETAI Tunisie* (32 rue des Entrepreneurs ZI Charguia II Ariana, 2035 Tunis Carthage, a subsidiary of the *INFOPRO DIGITAL®* Group) in order to provide technical support for the platform in compliance with (i) the obligations incumbent on IPD under the Contract and (ii) the *Standard Contractual Clauses for the transfer of personal data to processors located in third countries* entered into between *Webikeo®* and *ETAI Tunisie*.

Regarding the processing of personal data by IPD:

- of the Customer's own prospects, for the purposes of recruiting them to perform services (process 2 above);
- of all webinar Participants and/or any individual the Customer wishes to mention or involve in all or part of the *media plan* or webinar (process 4 above);

the Customer declares and guarantees that the collection of this data, as well as information from those concerned, has been carried out in accordance with (i) the characteristics of the processing as referred to above and (ii) applicable regulations. Consequently, regarding processes 2 and 4 mentioned above, the Customer fully protects IPD against all damages resulting from non-compliance with the above declarations and, as a result, undertakes to indemnify IPD or any company within the *INFOPRO DIGITAL®* Group against all damages suffered as a result of this non-compliance (including all expenses related to the need to manage evidence, transactional compensation, criminal or administrative fines, damages, costs and fees, expenditure, etc.).

Regarding processing carried out by the Customer from the termination of the Contract and in relation to personal data (i) belonging to Participants shared by IPD within the framework of the Contract (process 3) or (ii) belonging to any webinar Participant and/or any individual that the Customer wishes to mention or involve in all or part of the *media plan* or webinar (process 4), the parties hereby clarify that this will be carried out under the exclusive responsibility of the Customer. The Customer undertakes to carry out this processing in accordance with the applicable regulations, meaning neither IPD's nor any *INFOPRO DIGITAL®* Group company's liability can be called into question in relation to any claims by one of the data subjects, a third party, or any other competent authority or jurisdiction as a result of this processing. Where applicable, the Customer undertakes to indemnify IPD and, where applicable, any company within the *INFOPRO DIGITAL®* Group against all damages suffered as a result of non-compliance with the aforementioned obligation (including all expenses related to the need to manage evidence, transactional compensation, criminal or administrative fines, damages, costs and fees, expenditure, etc.).

9. INTELLECTUAL PROPERTY

9.1 The Customer (i) authorises IPD and any company within the *INFOPRO DIGITAL®* Group to reproduce and represent their trading names, brands, domain names and other distinctive symbols within the context of promoting and streaming the webinar on IPD's current and future support sites and those of companies within the *INFOPRO DIGITAL®* Group and (ii) guarantees they hold all the necessary rights to grant this authorisation.

The Customer (i) authorises IPD and any company within the *INFOPRO DIGITAL®* Group to reproduce, represent, adapt and publish the *advertiser content*, the *advertiser webinar* and, more generally, all content shared with IPD under the terms of the Contract for the purposes of promoting and streaming the *advertiser webinar* on IPD's current and future support sites and those of companies within the *INFOPRO DIGITAL®* Group and (ii) guarantees they hold all the necessary rights to grant this authorisation.

The Customer authorises IPD and any company within the *INFOPRO DIGITAL®* Group to reproduce, represent and adapt the *advertiser content with publishing/brand content option*, the *advertiser webinar with publishing/brand content option* and, more generally, all content shared with IPD under the terms of the Contract for the purposes of promoting and streaming the *advertiser webinar with publishing/brand content option* on IPD's current and future support sites and those of companies within the *INFOPRO DIGITAL®* Group.

The above authorisations and guarantees are granted for the duration of the streaming of each webinar, as defined in article 4.3 above.

9.2 IPD assigns reproduction, representation and adaptation rights related to the *advertiser webinar with publishing/brand content option* to the Customer for the purposes of the Customer's non-commercial exploitation of the *advertiser webinar with publishing/brand content option* as part of their internal activities. This assignment takes place for the purposes of the aforementioned worldwide use on all media, in all languages and for the entire duration of the applicable protection, where relevant.

IPD authorises the Customer to access the platform in accordance with the Contract and any general terms and conditions of use or similar contractual documents that may be shared at any time on the platform.

The Customer generally undertakes not to infringe, directly or indirectly, the rights of IPD and any companies within the *INFOPRO DIGITAL®* Group and, in particular:

- not to undertake any automated and/or mass extraction of any content accessible via the websites of IPD or any of the companies within the *INFOPRO DIGITAL®* Group beyond what is expressly and contractually authorised;
- not to reproduce, represent, publish or market all or part of the websites belonging to IPD or any of the companies within the *INFOPRO DIGITAL®* Group beyond what is expressly and contractually authorised on any media whatsoever and for any reason whatsoever;
- to understand that with regard to any actions taken on the platform, regardless of their nature, including for the purposes of correcting errors, the right of correction is reserved exclusively for IPD;
- not to download, reproduce or modify all or part of the platform's code, or the design of this code, in order to obtain information necessary for its interoperability;
- not to decompile all or part of the platform beyond what is authorised, in particular for the purposes of designing or distributing products or services that are totally or partially similar, equivalent or substitutable;
- not to make all or part of the platform available, directly or indirectly, to any unauthorised third parties for any reason whatsoever (in particular through rental, assignment, loan or outsourcing to a service provider), except with the prior written consent of IPD.

Any use by the Customer and organisers of the platform and, more generally, the websites belonging to IPD or any of the companies within the *INFOPRO DIGITAL®* Group that is not in accordance with the *general terms and conditions of sale*, associated Purchase Orders or any general terms and conditions of use or similar contractual documents, which could be uploaded to the platform or the aforementioned websites at any time, shall engage the Customer's responsibility.

The Contract does not transfer any rights to the Customer in relation to:

- trading names, brands, domain names or any other distinctive symbols belonging to IPD or any of the companies within the *INFOPRO DIGITAL®* Group;
- all or part of IPD's websites or any others belonging to companies within the *INFOPRO DIGITAL®* Group, including, in particular, their structures and content (texts, logos, images, layouts, databases, forums, etc.).

10. MISCELLANEOUS

10.1 IPD reserves the discretionary right to reject all or part of an order (incomplete content, topic incompatible with the editorial stance of the websites belonging to IPD or any other company within the *INFOPRO DIGITAL®* Group, etc.). Rejected orders will be reimbursed for the portion concerned without the Customer being able to seek any compensation in this respect.

10.2 If the Customer intends to use an agency as an intermediary, the latter must have received a written mandate in accordance with *French Law 93-122 of 29 January 1993*. In any case, the Customer has sole responsibility for any actions concerning their authorised representative.

10.3 IPD is authorised to subcontract all or part of their obligations and the Customer has already been informed, and accepts, that the company *Webikeo®* (a subsidiary of the *INFOPRO DIGITAL®* Group) may be required to intervene either directly or indirectly as part of the production or streaming of webinars.

The Customer is expressly prohibited from assigning or transferring, to any third party, including their own subsidiaries, even for free, all or part of the Contract. IPD may assign the Contract to any third party of their choice.

10.4 No tolerance may be construed as a waiver of a right.

10.5 In application of article 1365 *et seq.* of the French Civil Code and, where applicable, article L.110-3 of the French Commercial Code, information provided by the information systems belonging to IPD and any company within the *INFOPRO DIGITAL®* Group shall be considered authentic by all parties and will enjoy the same probative value as that granted to an original, in the sense of a document written on paper and signed by hand.

Information, data and content exchanged between the parties shall be considered authentic as a priority when they appear in and/or come from the information systems belonging to IPD or any other company within the *INFOPRO DIGITAL®* Group, except when written proof to the contrary is provided by the Customer.

11. COMPLIANCE AND TRANSPARENCY

11.1 Each of the Parties declares that it will conduct its activities with honesty, integrity, and transparency and intends that any natural or legal person in relation with it will adhere to the same values.

Consequently, each of the Parties and any third party acting on its behalf undertakes, within the framework of the Contract, to strictly comply with the applicable laws and regulations against corruption and bribery.

In particular, each of the Parties undertakes, within the framework of the Contract, not to directly or indirectly offer, grant, solicit or receive from a third party an undue advantage with a view to performing, delaying or omitting to perform an act required in connection with the performance of its obligations under the Contract, nor to abuse its actual or supposed influence over a third party in order to obtain from this third party an advantage in favour of the other Party.

Each of the Parties undertakes to provide the other with any assistance that may be necessary to respond to a request from a duly authorised authority relating to the fight against corruption and influence peddling.

Each Party represents and warrants to the other Party that no payment (including fees, commissions or any other improper financial advantage) nor anything of value (including, without limitation, improper gifts, travel, meals or entertainment) has been or will be offered directly or indirectly, to any employee, director or officer of the other Party for the purpose of obtaining the execution of this Contract, a Purchase Order and/or facilitating its execution or renewal.

- 11.2** In addition, each of the Parties and any third party acting on its behalf agrees to comply with all applicable trade sanctions laws and regulations, including restrictive measures and sanctions implemented by the United Nations, the European Union and its member states, the United States, the United Kingdom and, where applicable, any jurisdiction in which this Contract is to be performed (together, "Economic Sanctions").

Each of the Parties declares in this respect that neither it, nor the third parties acting on its behalf, nor the Users or Organisers of the Services, (i) are subject to Economic Sanctions, (ii) are owned or controlled, directly or indirectly, by an entity or person subject to Economic Sanctions and (iii) are registered, located or resident in a country or territory subject to Economic Sanctions.

- 11.3** Any breach by either Party of the provisions of this Article shall be deemed to constitute a material breach justifying the termination of this Contract under the conditions set out in Article 4.2 above (Suspension and termination due to a breach), in which case no notice shall apply, without prejudice to compensation by the Party at fault for the damage caused to the other Party as a result of this breach.

Each of the Parties undertakes to inform the other Party as soon as possible after the date of signature of this Contract of any event that would contradict the declarations and guarantees defined in this Article.

12. ELECTION OF DOMICILE - DISPUTES

- 12.1** The Parties elect domicile at their respective head offices as indicated on the Purchase Order. All notices, in order to be valid, shall have been given at the domiciled address.

Any complaint must be made, on pain of forfeiture, by registered letter with acknowledgement of receipt within 12 months of the delivery of the final Service concerned to the Customer.

- 12.2 ANY DISPUTE RELATING TO THE FORMATION, THE INTERPRETATION, THE EXECUTION OR THE CESSATION HEREOF THAT CANNOT BE RESOLVED AMICABLY WITHIN 3 (THREE) MONTHS OF IT ARISING SHALL FALL UNDER THE EXCLUSIVE JURISDICTION OF THE COURTS WHERE THE IPD HEAD OFFICE IS LOCATED. APPLICABLE LAW WILL BE FRENCH LAW. THIS CLAUSE WILL ALONE BE APPLICABLE, EVEN IN THE CASE OF SUMMARY OR ON-DEMAND PROCEEDINGS, WARRANTY CLAIMS OR PLURALITY OF DEFENDANTS.**

AS AN AUTHORISED REPRESENTATIVE OF MY COMPANY, I HEREBY CERTIFY:

- THE ACCURACY OF THE ABOVE INFORMATION;
- AND HAVE READ AND UNRESERVEDLY ACCEPT THE GENERAL TERMS AND CONDITIONS OF SALE ABOVE AND THEIR APPENDICES.

NAME, SIGNATURE, DATE AND COMPANY STAMP:

On in

APPENDIX 1 - TOOLS

Conference room (see Appendix 3)

Simple and intuitive video conferencing solution with unlimited Registrants and Participants. PowerPoint, PDF, video, screen sharing, VoIP, presentation by several people.

Tools to engage with your audience: chat, poll, customised call-to-actions, questions before the webinar Replays: available for the duration of the Contract

Attendee Support: chatbot for FAQ, hotline from Monday to Friday from 9am to 12pm and from 2pm to 6pm (French time and working days)

Streaming room (cf. Appendix 3)

Simple and intuitive videoconference solution with unlimited Registrants and Participants.

Tools to engage with your audience: chat, questions before the webinar Replays: available for the duration of the Contract

Attendee Support: chatbot for FAQ, hotline from Monday to Friday from 9am to 12pm and from 2pm to 6pm (French time and working days)

Analytics

Qualification before your webinar: first name, surname, email, phone no., function, company, company size, company department, company's business sector, behavioural data during the webinar: Participant attending live or via replay, listening time, interactions with the call-to-action.

Branding

File of Participants and their behavioural data as provided for in the Purchase Order: Only the personal data of Participants who have given their prior consent will be transmitted

Presentation and registration page for your Webinar

Replay on IPD sites as appearing in the Purchase Order

Registration for webinars from your site via an easily integrated iframe form

APPENDIX 2 - ADVERTISER WEBINAR SERVICES

1 - Support

1.1. For an *advertiser webinar*

D-40 - Kick-off meeting, setting objectives and planning webinars (1 single meeting)

D-30 Operational meeting, good practices, communication plan (1 single meeting)

D+1 - Debriefing meeting for the 1st webinar (after the webinar, 1 single meeting)

Regular follow-up items (meeting point)

D-15 - Performing technical tests with your speakers (1 test per speaker)

D - Support in your virtual room during your webinars (systematic)

1.2. For an *advertiser webinar with publishing/brand content option*

Support from an IPD publishing/brand content manager who will run the production of the webinar and select the presenter and any subject-matter experts approved by editorial staff.

This support includes:

- defining the subjects with your involvement;
- rereading the webinar script;
- compliance with the specifications (specific features, tone of discourse);
- speaking during the webinar.

2 - Marketing promotion

According to what is indicated on the Purchase Order:

- insertion of a banner and large advert (according to the formats and volumes indicated) on the site as well as in the daily newsletter;
- broadcasting of the webinar in the "live" area of the site indicated with "partner content" also stated, and on the Webikeo site;
- 1 infeed for 1 week on the site indicated before the live broadcast in order to advertise;
- recruitment: 1 email sent out to the target audience + 1 reminder based on the volume indicated;
- reminder emails before the webinar live stream for Registrants at D-1, min-30 and min-5;
- notification emails sent out around D+2 promoting the replay after the webinar live stream for Registrants who did not attend;
- display available on the media website before and after the webinar.

APPENDIX 3 - DIFFERENCES BETWEEN THE TWO TYPES OF VENUE

Editorial Webinar: streaming room

Advertiser Webinar with Publishing / Brand Content option: streaming room

Advertiser Webinar: streaming room or webinar room. The choice between a webinar room and a streaming room must be made at the time of advertising the webinar. Each room requires different technical tests; it is therefore not possible to change the room type once your choice is made.

WEBCAM ROOM	STUDIO
SaaS streaming solution, requires a computer, webcam and microphone	Streaming solution requiring the use of a hardware or software encoder to stream video, uses external audio and video equipment and manages complex productions (several cameras and microphones, for example). This solution is used to broadcast audiovisual streams of recordings made in our partner fixed or mobile studios, or in your own studio, requiring at least one microphone and one camera.
Up to 4 speakers simultaneously in different locations, audio via VoIP The maximum duration of the webinar is 4 hours.	A single stream can be broadcast in the room. All speakers, without a limit on the number, must be filmed in the same location. The maximum duration of the webinar is 4 hours.
Distribution of PDF documents, PNG images, JPEG, screen sharing, survey, Q&A, chat, videos. Limitations: - PDF: 12 MB max and 100 pages max - PNG and JPEG images: images can be grouped for loading, maximum of 19 images in one document or 12 MB max - Videos: MP4 format only: 300 MB max	The director can add inlays of text, jingles, logos and images during filming
15 - 30 seconds latency	30 seconds, up to 1 minute latency
Compatible computer, mobile and tablet for Participants	Compatible computer, mobile and tablet for Participants
The hotline for webinar attendees is open Monday to Thursday from 9.00 to 12.00 and 14.00 to 17.30 and on Fridays from 9.00 to 12.00 and 14.00 to 16.30 (French time and working days)	The hotline for webinar attendees is open Monday to Thursday from 9.00 to 12.00 and 14.00 to 17.30 and on Fridays from 9.00 to 12.00 and 14.00 to 16.30 (French time and working days)
Recommended uses: webcam webinar	Recommended uses: webinar, rebroadcasting of an event, studio or TV set, professional director

APPENDIX 4: TECHNICAL PREREQUISITES

Bandwidth

For speakers

To host a webinar in optimal conditions, here are the minimum upload and download bandwidth levels required per speaker:

	Minimum upload bandwidth per speaker	Minimum download bandwidth per speaker
1 speaker	3.5 Mb ps	2 Mbps
2 speakers	3.5 Mb ps	3.5 Mbps
3 speakers	3.5 Mb ps	5 Mbps
4 speakers	3.5 Mb ps	6.5 Mbps

Hosting a web conference with upload bandwidth of between 1 and 3.5 Mbps introduces risks such as dropped connections and sound and image problems. At this bandwidth level, use of webcams and sharing PDF documents, as well as the quality of the webinar itself, are compromised.

You cannot host a webinar with upload bandwidth levels below 1 Mbps.

For attendees

A minimum download speed of 2 Mbps is required to view the stream with total stability. When Participants are on the same network, you need to multiply the minimum download speeds required by the number of Participants to find out the overall bandwidth required.

Opening of ports

If you have a firewall that allows traffic based on IP addresses, ports or protocols, or a proxy that blocks certain IP addresses, it is vital:

- You open TCP port 443
- You open UDP port 3478

UDP is highly recommended over TCP for better audio and video quality. For the best possible results, we recommend opening UDP ports 1025 – 65535,

> You authorise the following domain names:

- *.tokbox.com
- *.opentok.com

> You authorise the following IP addresses :

- 74.201.205.0/25
- 72.251.224.0/25

- 72.251.228.0/25
- 95.172.84.0/25
- 117.20.41.128/25
- 52.41.63.240/28
- 52.200.60.16/28
- 52.51.63.16/28
- 54.250.250.208/28
- 52.65.127.192/27
- 52.66.255.192/27
- 54.89.253.64/28
- 35.158.127.224/28
- 34.218.216.144/28
- 13.251.158.0/28
- 52.213.63.176/28
- 99.80.88.240/28
- 3.123.12.128/28
- 34.223.51.192/27
- 34.223.51.224/27
- 3.214.145.96/27
- 3.234.232.160/27
- 34.222.66.96/28
- 99.79.160.16/28
- 18.202.216.0/28
- 18.139.118.176/28

Computer, browser

We recommend you use an up-to-date browser and PC. Avoid using Safari or Opera, some versions of which are not compatible with Webikeo. We recommend using video equipment and an external audio device with a USB connection.

For hosts and speakers: you must use Google Chrome (from 75+) or Mozilla Firefox (from 70+) on a computer to stream your video, sound and content.

Technical preparations

Webikeo organises technical preparations by phone. Preparations must take place under the same conditions as the live stream: same Internet connection, webcam, microphone and network configuration. Invitations for technical preparations are sent out upon approval of your webinar file. Webinar hosts (managers, speakers and moderators) are encouraged to schedule a time for their technical preparations as soon as possible upon receipt of an email asking them to do so. Technical preparations with our dedicated department must take place at least 5 working days before the webinar. Without these technical preparations, the webinar cannot take place under the optimal conditions recommended by Webikeo.

Live broadcast

We ask that speakers are present in the webinar room around 30 minutes before the webinar in order to carry out any final checks necessary for a successful start to the event.