

IMPACT PLUS (hereinafter “**Impact Plus**”) is a simplified joint stock company registered with the Paris Trade and Companies Register under number 887 674 901, and whose registered office is located at 20, rue Etienne Dolet - 75020 Paris.

For any questions relating to these General Terms and Conditions of Sale and Services (GTCs), Impact Plus may be contacted at the following address: contact@weareimpactplus.com.

Impact Plus offers innovative solutions for players in the digital advertising ecosystem to measure and reduce the carbon footprint of their communication and advertising, mainly digital. These GTCs apply to all services offered by Impact Plus, the provision of services (hereinafter “**the Service**”) as well as the services distributed in *Software As A Service* mode (hereinafter the “**SAAS Services**”) – the Service and the SAAS Services are together referred to as “**the Services**”.

The Customer has expressed an interest in using, in relation to its professional activity, a Service provided by Impact Plus directly or through Partners. The Service to which the Customer subscribes is described in the "Description of the Service" appendix. The subscription is formalised by a Purchase Order to which these General Terms and Conditions are appended. The validation by the Customer of the Purchase Order implies full and complete acceptance of these GTCs and their appendices, in the version which is valid on the date of the Purchase Order in question.

The **Contract** consists of the following documents in descending order of priority (from the most important to the least important):

- The Purchase Order;
- These General Terms and Conditions;
- The appendices;

In case of contradiction or divergence between the documents, the provisions of the document ranking higher in order of priority shall prevail.

The Contract is exclusive of the application of the Customer's general terms and conditions of purchase or any other document exchanged between the parties.

ARTICLE 1 - DEFINITIONS

Media Purchasing Provider - means the Customer's service provider that manages the advertising campaigns dedicated to it on its behalf and which may be the contractor of the Ad Serving Systems used on behalf of the Customer.

Ad Serving System – means the ad serving systems belonging to or used by the Customer's Media Purchasing Providers, and on which information relating to the Customer's processes, formats, campaigns, volumes delivered, performance observed and distribution technologies, is available.

External APIs – means the application programming interface or other data exchange system that allows

Impact Plus to either connect to Customers' Ad Serving Systems as managed by the Media Purchasing Provider to retrieve all available ad campaign information or otherwise retrieve ad campaign information, e.g. file repositories.

Instance Configuration Phase – refers to the phase prior to the use of the Services by the Customer, which requires the collection by IMPACT PLUS, in collaboration with the Media Purchasing Provider, of the information necessary for operation of the Services and available on the Customer's Ad Serving Systems. The latter may require the intervention of the Customer and/or the Media Purchasing Provider for the implementation of this configuration and connections to the Ad Serving Systems.

Customer - means the customer, a legal entity, signing the Purchase Order.

Curated Deal - means deals and/or line items are optimised, either by Impact Plus or by an external service provider, based on data available on the Impact Plus SAAS platform combined with data segments provided by curation platforms (Partners), selected according to criteria of relevance, quality and compliance.

User Interfaces – means the interfaces accessible to certain users designated by the Customer allowing them to communicate to the SAAS Service all information relating to advertising campaigns, and to access the corresponding results in terms of energy consumption and carbon emissions, and in addition, optionally, to optimise the advertising creations to be delivered.

Partner – means a programmatic marketplace or Supply Side Platform (SSP) providing relevant data (Curated Deal) for activation in the Customer's DSP (Demand Side Platforms).

Service – refers to the audit and advisory services provided in the context of the Study service; a viewing dashboard tool may be made available as part of the Service.

Service – means the services provided by Impact Plus as part of the Service and the provision of the SAAS Services.

SAAS Service: means the services, in the form of application software solutions, made available to the Customer by remote access, including the viewing dashboard.

Prices - Price corresponding to the offer of Services offered to the Customer by IMPACT PLUS, which the Customer has selected prior to implementation of the Services. The Prices are defined in the Purchase Order.

ARTICLE 2 - PURPOSE

The purpose of the Contract is to provide the Services by Impact Plus for the benefit of the Customer.

ARTICLE 3 - TERM

Unless otherwise stated in the Purchase Order, the Services are subscribed for:

- Either for a fixed period defined in the Purchase Order for the Service. The schedule for the Service

is defined in the Purchase Order. Any extension of the duration of the Service must be formalised by an amendment. Any new Service shall be the subject of a new Order.

- Or in the form of an annual subscription for the SAAS Services (the "Subscription"). The Subscription begins on the first day of the month in which the Purchase Order is signed, subject to payment of the price in accordance with the article "Financial Conditions". The Subscription is concluded for an initial term of one year. The Subscription shall then be tacitly renewed, for successive periods of one year, from date to date, unless terminated by Impact Plus or by the Customer no later than (90) days before the end of the period concerned, by sending a registered letter with acknowledgement of receipt to the contact details specified herein.

ARTICLE 4 - IMPLEMENTATION

The Customer declares that it has read all information relating to the use of the subscribed Service and in particular the documentation prior to the conclusion of the Agreement. The Customer thus had all the information it needed, in particular to determine independently the suitability of the Service for its needs.

It is the sole responsibility of the Customer, at its sole expense and under its sole responsibility, to acquire the technical resources, particularly equipment and Internet access, and the skills necessary to access the Service and carry out all permitted operations.

The Customer is informed that Impact Plus relies on Partners for the Curated Deal Service. These Partners remain fully responsible for the accuracy and quality of the data provided and may use artificial intelligence and data management systems to qualify the data and provide the service.

ARTICLE 5 - DESCRIPTION OF SERVICES

5.1. Service

As part of the Study offer, Impact Plus carries out an audit of the impact of an advertising campaign and makes recommendations to reduce this impact.

The performance of this Service requires the Customer to send information relating to this campaign. The provision of this information is a prerequisite for the performance and effectiveness of the Service.

5.2 SAAS Service

Configuration phase. According to the schedule defined jointly by the parties, Impact Plus shall carry out the instance configuration services, corresponding to the collection of information and the implementation of configuration actions for the Advertising Broadcasting Systems in collaboration with the Customer's media purchasing Provider(s).

This Instance Configuration Phase may only be carried out provided that Customer has obtained the agreement of its Media Purchasing Providers to connect the external APIs to the Customer's Advertising Distribution Systems according to the Advertising Distribution Systems.

The Customer shall acknowledge and accept that it is making an undertaking to obtain the agreement of the Media Purchasing Providers prior to the Instance Configuration Phase and that the performance of the Service under the conditions requires the obtaining of this agreement and the collaboration of the Media Purchasing Providers.

Impact Plus cannot be considered responsible in the event that the Service cannot be provided due to the refusal of a Media Purchasing Provider to comply with its commitments or to communicate certain information necessary for the proper performance of the Service Provider.

Opening of user accounts. The Instance Configuration Phase shall end with the opening of user accounts allowing access to the User Interfaces.

It is the Customer's responsibility to define the users, and in particular the Media Purchasing Providers, who will have access to the Service. These users must be designated by the Customer and will use the Service under its control and responsibility. Integration with the customer's SSO systems (single sign-on) may be offered by Impact Plus, as an option and subject to the associated technical constraints.

Onboarding. The Service Provider offers sequences to help users take control of the Service. The Purchase Order specifies the associated financial conditions.

Support. During the term of the Agreement, the Customer shall enjoy support in the event of an incident affecting the normal use of the Service by writing to the following email address: support-brands-agencies@weareimpactplus.com

Maintenance, Hosting, Migration. The detailed terms of hosting, maintenance and guarantee of service are specified in the SLA sent to the Customer on request.

Impact Plus reserves the right to carry out the migrations and modifications necessary for the evolution of its Service. The Customer acknowledges that migration may be necessary to ensure a good quality of Service, and that Impact Plus cannot be held liable for any temporary interruption of service caused by such changes.

5.3 Indication of sources

The Customer undertakes to indicate the following information on any medium or distribution report of the data provided as part of the Service:

- “Environmental impact evaluated by Impact Plus”;
- “source carbon intensity of electricity: Electricitymaps & Ember-climate.org”.

5.4 Curated Deal

Impact Plus makes the Curated Deal Service available to the Customer on its SAAS platform. As part of this Service, deals and/or line items are optimised, either by Impact Plus or by an external service provider designated by the Customer, on the basis of data available on the Impact Plus SAAS platform combined with data segments provided by curation platforms (Partners).

Impact Plus undertakes to use reasonable means to select recognised Partners.

The Customer acknowledges that the data segments offered are developed and issued under the responsibility of the Partners, and that Impact Plus provides no guarantee of performance or success.

ARTICLE 6 - TERMS OF USE OF THE SAAS SERVICE**6.1. Access to SAAS Service.**

Impact Plus provides users authorised by the Customer with a login link allowing them to set their password (the “Personal Access Code”), to access the User Interfaces.

The Personal Access Code allows access to the SAAS Service via the User Interface.

The user is responsible for the confidentiality of its Personal Access Code and undertakes to take all necessary measures to ensure this complete confidentiality and avoid any identity theft or fraudulent or unauthorised activity of its User Interface. The Customer agrees to report to Impact Plus as soon as possible regarding any loss of the Personal Access Code or any fraudulent use of the User Interface.

The user is fully responsible for all operations carried out using its Personal Access Code.

6.2. Use of the SAAS Service.

Customer is authorised to access and use the SAAS Services in accordance with these T&C and documentation.

The Customer shall refrain from, and consequently shall ensure that the users refrain from:

- Applying any reverse engineering method to and/or reproducing all or part of the SAAS Service;
- Communicating to third parties external to the Customer information relating to the value of the carbon intensity of the electricity, and more generally information calculated by the Customer on the basis of the information provided by Impact Plus;

- Carrying out any form of commercial operation of the SAAS Service with third parties;
- Assigning, providing, lending, leasing the SAAS Service, transferring sub-licenses or other usage rights related to it, or, more generally, communicating to a third party or affiliated company all or part of the SAAS Service;
- Integrating all or part of the SAAS Service into any computer system or software solution other than those provided for in the Agreement, without the prior agreement of Impact Plus;

The right to access and use the SAAS Service is only granted to the Customer subject to actual payment in full of the prices agreed in the article “Financial Conditions”.

The Customer shall also refrain from misusing the SAAS Services for purposes other than those for which they were designed, and in particular with respect to:

- engaging in any illegal or fraudulent activity;
- infringing public order, good morals and the rights of third parties;
- violating any contractual, legislative or regulatory provision;
- carrying out any activity likely to interfere with a third party’s computer system, in particular for the purpose of violating its integrity or security.

The Customer shall also refrain from:

- copying, modifying or misappropriating any item belonging to Impact Plus or any concept it operates in connection with the SAAS Services,
- engaging in any conduct likely to interfere with or divert the IT systems of Impact Plus or undermine its IT security measures,
- harming the financial, commercial or moral rights and interests of Impact Plus.

ARTICLE 7 - FINANCIAL CONDITIONS

7.1. The Purchase Order specifies the prices and financial terms applied to the Service or the SAAS Service.

The price of the Service is invoiced according to a schedule defined in the Purchase Order.

The price of the subscription to the SAAS Service is invoiced by Impact Plus to the Customer in accordance with the terms and conditions set out in the Purchase Order. Any Subscription period started is due in full.

7.2. Invoices are payable by the Customer within 30 days of the date of issue of the invoices.

7.3. Each invoice is sent to the Customer by email to the email address indicated by the latter. Any invoice dispute must be notified to Impact Plus within 30 days

of its issue; the absence of a dispute at the end of this period constitutes final and unreserved acceptance of the invoice by the Customer.

7.4. Payment under the Agreement shall be made exclusively by direct debits or bank transfers and in the currency specified on the purchase order. In the event of non-payment by the due date, Impact Plus is entitled (i) to invoice any collection costs, including bank fees related to the rejection of a payment, (ii) to automatically suspend the provision of the Service or the Customer's access to the SAAS Service and any services provided by Impact Plus to the Customer under the Agreement, forty-eight hours after written notice, possibly sent by email, reminding the Customer of the due date and the sums to be paid and having remained without effect as to the payment, (iii) to proceed with the invoicing to it of late payment interest, due by the mere fact of the maturity of the contractual term, at the rate of 3 (three) times the legal interest rate, based on the amount of the receivable not paid on the due date and a flat-rate indemnity of 40 (forty) euros for recovery costs (iv) all without prejudice to any damages and any termination stipulated below.

ARTICLE 8 WARRANTIES - LIABILITY

8.1. Either party may only be held liable in the event of proven fault. The parties expressly acknowledge that each of the parties shall be released from all or part of its contractual liability if it provides proof that the non-performance or poor performance of the Agreement is attributable either to the other party itself, to a third party, or to a force majeure event (see Article 14.2 of the Agreement).

8.2. Impact Plus and the Customer mutually agree that they can only be held liable for the consequences of direct damage and that compensation for indirect damage is excluded, including loss of profit, opportunity, third-party actions, damage to the brand image.

The maximum amount of damages that Impact Plus and the Customer may be ordered to pay may not exceed the total amount of the sums invoiced and collected by Impact Plus:

- For the Service: in execution of the Purchase Order concerned by the damage;
- For the SAAS Service, over a contractual year

8.3. Impact Plus shall not be liable for:

- temporary difficulties or it becoming temporarily impossible to access its Service;
- misuse by the Customer or the user of the Service;
- the content, completeness and efficiency of the information provided by the Media Purchasing Providers or the Customer itself,

as well as by external APIs, and the content, efficiency, use or interpretation of the data generated by the use of the Service;

- non-compliance with the technical prerequisites and the documentation for using the Service;
- failures of the Partners, the compliance, availability, quality or conditions of execution of the segments selected as part of the Curated Deals, such liability falling under the responsibility of the Partners indicated to the Customer;
- the use of, and any damage resulting from the use of, the data segments derived from Curated Deals;
- any failure of the Internet network or means of communication. The Customer is informed of the complexity of global networks and that there is an influx of Internet users at certain times.

8.4. The data hosted by Impact Plus as well as the use of the Service are the sole responsibility of the Customer which undertakes to ensure that such data and use respect public order and third-party rights.

ARTICLE 9 - CONFIDENTIALITY

Each of the parties undertakes not to disclose to any third party, without the prior written consent of the other party, the other party's Confidential Information for the entire term of the Agreement and for five (5) years after the expiry or termination of the Agreement for any reason whatsoever. The parties represent and warrant that they will enforce this obligation on their personnel and any subcontractors involved in the performance of the Agreement. "Confidential Information" includes all strategic, financial, technical and legal information, business secrets and, in general, all information relating to the activities of the party; the know-how and data relating to the operation of the Service; the Customer's data and the reports generated via the Service are Confidential Information.

The following information shall not be considered as Confidential Information:

- that which is or falls into the public domain through no fault of the receiving party;
- that which was known to the receiving party prior to its disclosure
- that which is communicated to the receiving party by a third party without breach of an obligation of confidentiality and without any other fault;
- that which is independently developed by the receiving party, without the other party's Confidential Information being used;
- the disclosure of which is required by law, regulation or decision of a Court to the extent strictly necessary.

Each party shall take all reasonable precautions to protect the other party's Confidential Information, taking at least the same level of precautions it uses to ensure the confidentiality of its own Confidential Information.

The Customer acknowledges and accepts that Impact Plus may use the Customer's anonymised data for the purpose of training its systems and algorithms and for integration into market reports and/or comparisons.

ARTICLE 10 - CONVENTION OF PROOF

The use of Personal Access Codes by the Customer constitutes proof of the use of the Service by the Customer, this provision constituting an agreement of proof within the meaning of Article 1368 of the French Civil Code.

In the event of a dispute regarding the use of the Service, the parties agree that the logs made by the Impact Plus equipment during the use of the Service shall prevail and constitute proof between the parties pursuant to Article 1368 of the French Civil Code.

ARTICLE 11 – INTELLECTUAL PROPERTY

11.1. Intellectual Property rights to the deliverables produced as part of the Service.

The deliverables sent to the Customer as part of the Service, and in particular the recommendations, are transferred to the Customer, which is solely responsible for their use and implementation. Impact Plus remains the owner of its methods, models, tools, know-how, data and dashboards which are necessary for the performance of the Service.

11.2. Intellectual Property rights to the SAAS Service.

Impact Plus owns the intellectual property rights to the SAAS Service, or has the necessary rights for the provision of the SAAS Services, including in particular infrastructure, databases and content of any kind, including the relevant data of the Partners, graphic interfaces, User Interfaces, source code and object code, APIs, SAAS Service tree structure, documentation, methods, models. Impact Plus has the necessary rights to make *Electricitymaps* data available.

The Contract does not transfer any ownership right or private right of any kind to the Customer. Impact Plus grants a right to access and use the SAAS Service to Customer and authorised users. This user licence is non-exclusive, personal and non-transferable for the term provided for in the "Term" article within the strict framework of the Agreement.

Impact Plus warrants to the Customer that it has all the intellectual property rights to enter into this Agreement and, as such, that the SAAS Service does not infringe the rights of third parties and does not constitute an infringement of a pre-existing work. Impact Plus

guarantees the Customer against any action for infringement that may be brought against it by any natural or legal person claiming an intellectual property right relating to the SAAS Service.

In this respect, Impact Plus undertakes to defend the Customer against any action for infringement of intellectual property rights based exclusively on infringement, and relating to the SAAS Service, subject to:

- its having been notified of this immediately in writing by the Customer;
- the alleged breach not resulting from the actions of the Customer or the action not occurring as a result of a breach of these provisions by the Customer or a user.

Impact Plus shall have sole control over how the action is conducted and shall have full discretion to settle or continue any proceedings of its choice. The Customer shall provide all information, elements and assistance necessary for Impact Plus to enable it to carry out its defence or reach a settlement agreement.

11.3. Intellectual Property rights to Customer Data.

Customer data hosted in the SAAS Service is and shall remain the full and entire property of Customer. The Customer warrants that it has the necessary rights and authorisations to process the Customer's data and guarantees Impact Plus as to the legality of the data and its use by the SAAS Service. The Customer therefore authorises Impact Plus, by licence, to use the Customer's data as well as to transmit the Customer's data to the Partner for the sole purpose of benefiting from the Services.

The Customer shall indemnify and hold the Impact Plus harmless at first request from all damages, costs and expenses including the cost (expenses and fees) of its defence (Impact Plus having the choice of its defender), fines or indemnities of any kind that Impact Plus may incur as a result of a claim by a third party, including any competent administrative authority, due to a breach by the Customer of its obligations under the provisions of this article.

ARTICLE 12 - PERSONAL DATA

12.1. The parties undertake, each insofar as it is concerned, to comply with all legal and regulatory obligations incumbent upon them with regard to the protection of personal data, in particular Law 6 of 1978 January 2016/679 in its latest amended version known as the French Data Protection Act and Regulation EU 27 of the European Parliament and of the Council of April 2016 (together the "Applicable Regulations").

12.2. Two processing operations are identified in performance of this Agreement:

- a data processing operation for the purposes of managing the contractual relationship

- between the parties. For this processing operation, each party is the data controller;
- a data processing operation for the purposes of performing the Agreement and providing the SAAS Service. For this processing operation, Impact Plus is required to process personal data in the name and on behalf of the Customer as a data processor, while the Customer acts as data controller within the meaning of the applicable Regulations.

The commitments and characteristics of the processing are described in the “Personal Data” Appendix of the Agreement.

ARTICLE 13 - TERMINATION FOR BREACH

13.1. Termination for breach of essential obligation.

The following constitutes essential obligations in respect of the Customer (the “**Essential Obligations**”):

- payment of the price as provided for in the Purchase Order;
- use of the Service in accordance with this Agreement and in particular the article “Terms of use of the SAAS Service”;
- refraining from illegal, fraudulent activities or activities infringing the rights or safety of third parties, public order or the laws and regulations in force;
- compliance with the intellectual property rights of Impact Plus as set out in the article “Intellectual Property”.

In the event of a breach by the Customer of any of these Essential Obligations, Impact Plus may:

- suspend or stop the Customer’s access to the Services;
- notify any competent authority, cooperate with it and provide it with all information useful for the search and suppression of illegal activities;
- take any/all legal action.

These penalties are without prejudice to any damages that Impact Plus may claim from the Customer.

13.2. Termination for Breach of other obligation.

In the event of a breach of any obligation other than an Essential Obligation by one of the parties, the non-defaulting party shall send a registered letter with acknowledgement of receipt notifying the other party precisely of the breach(es) which have been identified as well as the associated contractual references.

The defaulting party must remedy the breaches within thirty (30) days of receipt of this registered letter. At the end of this thirty (30) day period, the parties shall meet in order to ascertain the situation and decide upon either:

- The continuation of the Agreement; or

- The termination of the Agreement, without prejudice to any damages that the non-defaulting party may claim.

13.3. Consequences.

In the event of termination of the Contract by one of the parties for any reason whatsoever (termination, breach), Impact Plus may, at the Customer’s request, send the deliverables of the Service in their state of completion on the date of termination, subject to the corresponding payment.

From the date of termination of the effects of the agreement, the Customer will no longer be able to access the SAAS Service and users will have their User Interface closed. Any attempt to use the SAAS Service upon the end of the Agreement shall constitute illegitimate and wrongful access.

ARTICLE 14 - MISCELLANEOUS

14.1. The Customer expressly authorises Impact Plus to include it as one of its commercial references and to make use of the Customer’s name and logo on the official website of Impact Plus, as well as in its marketing and commercial materials, unless notified in writing by the Customer who wishes to withdraw this authorisation.

14.2. The debtor of an obligation arising from the Agreement shall be excused if it justifies a case of force majeure as defined by Article 1218 of the French Civil Code and by case law. If the force majeure event is temporary in nature, performance shall be suspended for the period during which the performance of the obligation in question is obstructed in this way, this delay thus being excused. If the force majeure event or the excused delay continues beyond a period of thirty (30) days, either party may terminate it if it deems it appropriate, without indemnity or compensation to the other party.

14.3. The Customer may not transfer the Agreement, either partially or in full, its subsidiaries excepted, or make the Service available to anyone, even temporarily, regardless of the legal operation.

14.4. Any document provided by the Customer to Impact Plus such as, in particular, the statement of requirements, study, specifications and general terms and conditions of purchase is, even if Impact Plus has responded to it, devoid of any contractual nature and does not fall within the scope of the Contract.

14.5. Impact Plus may subcontract, at its convenience, all or part of the Contract, provided that it remains responsible for the proper performance of the Contract vis-à-vis the Customer.

14.6. Impact Plus may modify this Agreement by informing the Customer by any written means (including email) at least 4 months before the renewal

of the Customer's Subscription. The amended Agreement is only applicable upon renewal of the Customer's Subscription. If the Customer does not agree to such changes, the Customer shall terminate its Subscription in accordance with the terms and conditions set forth herein.

ARTICLE 15 - SETTLEMENT OF DISPUTES

The entire Agreement is governed by French law.

IN THE EVENT OF A DISPUTE ARISING BETWEEN THE PARTIES CONCERNING THE VALIDITY, PERFORMANCE OR INTERPRETATION OF THE CONTRACT, THE PARTIES UNDERTAKE TO COOPERATE DILIGENTLY AND IN GOOD FAITH WITH A VIEW TO FINDING AN AMICABLE SOLUTION.

IF, HOWEVER, NO AMICABLE AGREEMENT IS FOUND WITHIN ONE (1) MONTH OF RECEIPT OF A LETTER NOTIFYING THE OTHER PARTY OF THE EXISTENCE OF THE DISPUTE, THE PARTIES EXPRESSLY AGREE THAT THE PARIS COMMERCIAL COURT HAS JURISDICTION TO HEAR IT, NOTWITHSTANDING MULTIPLE DEFENDANTS OR THIRD-PARTY PROCEEDINGS.

THE OBLIGATION TO COMPLY WITH THE ABOVE DEADLINE IS NOT APPLICABLE TO URGENT OR PREVENTATIVE COURT PROCEEDINGS, BY APPLICATION FOR SUMMARY PROCEEDINGS OR UPON REQUEST. FOR SUCH PROCEEDINGS, EXPRESS JURISDICTION IS ALSO ATTRIBUTED TO THE PARIS COMMERCIAL COURT.



GENERAL TERMS AND CONDITIONS OF SALE AND SERVICES
IMPACT PLUS

Version of 9 September 2024

APPENDIX: DESCRIPTION OF THE SERVICE

Service subscribed for	Study API ESP Creative Optimiser Curated Deal
Description of the Service subscribed for	
Service Start Date	
Term	
Other comments	

APPENDIX: PERSONAL DATA

This Appendix (hereinafter also referred to as “**DPA**” for “**Data Processing Agreement**”) forms an integral part of the contract (the “**Contract**”) concluded between Impact Plus and the Customer, and is intended to define the conditions under which Impact Plus carries out the personal data processing operations defined below.

Definitions

The terms “**Personal Data**”, “**Processing**”, “**Data Controller**”, “**Processor**”, “**Data Breach**” and “**Data Subjects**” have the meaning given to them in the Regulations.

Processing Operations

Two processing operations are identified in performance of this Agreement:

- Processing Operation 1: Data processing for the purpose of managing the contractual relationship. For this processing operation, each party is the data controller;
- Processing Operation 2: Data processing for the purposes of performing the Agreement and providing the Service. For this processing operation, Impact Plus is required to process personal data in the name and on behalf of the Customer as a data processor, while the Customer acts as data controller within the meaning of the applicable Regulations.

1. Processing Operation 1: Data processing for the purposes of managing the contractual relationship

Each party shall process the personal data of the other party’s contacts as data controller within the meaning of the applicable Regulations, for the term of the Agreement. This processing is necessary for the proper performance of the Agreement and concerns only the identification data (in particular surname, first name, email address, telephone number, company and role) of the contacts. This data shall be kept for the period strictly necessary for the management of the contractual relations between the parties.

The employees of the parties, their monitoring bodies (particularly statutory auditors) and their subcontractors may have access to the personal data collected.

This processing may give rise to the exercise by the parties’ contact persons of their rights as set out by the applicable regulations, i.e. (i) to obtain the communication and, where applicable, the rectification or deletion of data concerning them (ii) to request the erasure or restriction of processing (iii) to object to processing for legitimate reasons (iv) to request portability of the data concerning them, in order to recover and retain it, and (v) to lodge a complaint with a competent supervisory authority.

2. Processing Operation 2: Data processing for the purpose of performing the SAAS Service

For this processing, Impact Plus acts as data processor and the Customer acts as data controller.

Impact Plus obligations vis-à-vis the Customer:

Impact Plus undertakes to carry out the Processing under the following conditions:

- Purpose: Impact Plus undertakes to process personal data only for the purposes listed in the Processing Sheet and in accordance with the Customer’s documented instructions. Impact Plus undertakes to inform the Customer if, in its opinion, an instruction constitutes a breach of the Applicable Regulations.
- Data security and confidentiality: Impact Plus undertakes to implement appropriate technical and organisational measures to ensure the security, confidentiality and integrity of personal data, its backup and the restoration of its availability in the event of a physical or technical incident. Impact Plus also ensures that persons authorised to process personal data are subject to the obligation to keep it confidential.
- Other sub-processors: Impact Plus is authorised to use the subcontractors (the “**Sub-Processor**”) listed below to carry out specific processing activities. In the event of a change in the list of authorised Sub-processors, Impact Plus shall inform the Customer in advance and in writing. This information must clearly indicate the sub-processing activities, and the identity and contact details of the Sub-processor. The Customer shall have a period of fifteen (15) days from the date of receipt of this information to present its legitimate and reasoned objections. In the absence of notifications of objections after this period, the Customer shall be deemed to have accepted the use of the Sub-processor.

The Sub-processor is required to comply with the obligations of the Agreement on behalf of and in accordance with the instructions of the Customer. Impact Plus is responsible for ensuring that the Sub-processor provides the same adequacy guarantees as to the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the Applicable Regulations. If the Sub-processor fails to fulfil its data protection obligations, Impact Plus remains fully liable to the Customer for the performance by the Sub-processor of its obligations.

- Transfer of personal data outside the European Union: Impact Plus is authorised to transfer the personal data processed under the Agreement to countries outside the European Union, subject to implementation of adequate safeguards as defined in Chapter V of the GDPR.
- Assistance and Provision of Information: Impact Plus undertakes to assist the Customer and respond as soon as possible to any request for information sent to it by the Customer, whether in the context of a request to exercise their rights by the data subjects, an impact assessment, or a request made by the data protection authorities or the Customer's data protection officer.
- Notification of personal data breaches: Impact Plus undertakes to notify the Customer as soon as possible after becoming aware of it of any breach affecting personal data relating to the processing covered by the Contract, and to communicate to it any useful information and documentation relating to this breach within the time limits imposed by the Regulations.
- What becomes of the data after data processing: Impact Plus undertakes, at the choice of the Customer, to delete the personal data at the end of the Agreement or to return it to the Customer and not to keep a copy thereof, unless required by the Applicable Regulations.
- Re-use of data by Impact Plus: The Customer hereby authorises Impact Plus to process personal data collected as part of the Services (including login and browsing data) for the purpose of improving Impact Plus' services, including the production of statistics on how the Service is used by users. Impact Plus will act in this context as a data controller within the meaning of the Applicable Regulations and in this respect undertakes to comply with the legal provisions concerning the protection of personal data.

Obligations of the Customer vis-à-vis Impact Plus

The Customer undertakes to:

- provide Impact Plus with the personal data referred to in the Processing Sheet, to the exclusion of any irrelevant, disproportionate or unnecessary data, and to the exclusion of any "special" data within the meaning of the Applicable Regulations;
- collect, under its responsibility, in a lawful, fair and transparent manner, the personal data provided to Impact Plus, for the performance of its services, and in particular, to ensure the legal basis for this collection and appropriate notification of the data subjects;
- keep a register of processing operations and, more generally, comply with the principles resulting from the Applicable Regulations;
- ensure, in advance and throughout the duration of the processing, compliance with the obligations provided for by the Applicable Regulations.

Audit

Impact Plus shall make available to the Customer, at the latter's request, all the information and documents necessary to demonstrate compliance with its obligations and to enable audits to be carried out.

The Customer may therefore carry out audits once (1 time) per year and at its expense in order to verify the compliance of Impact Plus with the obligations provided for in this article. The Customer shall inform Impact Plus of the audit with a minimum notice period of thirty (30) days and shall favour a document-based audit. Impact Plus reserves the right to refuse the identity of the auditor selected if it belongs to a competing company. The audit shall be carried out during the working hours of Impact Plus and in such a way as to disrupt its activity as little as possible. The audit shall therefore not affect in any way whatsoever (i) the technical and organisational security measures deployed by Impact Plus (ii) the security and confidentiality of the data of the other customers of Impact Plus, or (iii) the proper functioning and organisation of the production of Impact Plus. The parties will agree in advance on the scope of the audit. The audit report will be sent to Impact Plus in order to enable the latter to make any observations or comments in writing, which will be appended to the final version of the audit report. Each audit report shall be considered confidential information.

Processing sheet

Description of the data processing carried out by Impact Plus on behalf of the Customer

Purposes of processing personal data	Accessing and using the Services via the User Interface and Personal Access Code Securing access to the SAAS Services Communication (newsletter, updates) Improvement of the SAAS Service and production of statistics
Nature of processing operations	Collection, recording, storage, consultation, use, erasure, destruction
Type of personal data processed	Login data (login, e-mail, password) Connection logs (ip)
Categories of data subjects	Users of the SAAS Service in particular: - the Customer's Media Purchasing Providers - the Customer's employees
Duration of processing	Term of the Agreement Plus 3 years

List of authorised Sub-processors

Authorised sub-processors	Details of the authorised subcontractor. (legal information and nationality)	Transfer mechanism if applicable	Sub-contracted processing activities	Location of processing operations
Amazon Web Services EMEA SARL	38, av John F Kennedy – L 1855 – 99137 Luxembourg	No transfer outside the EU	Hosting	European Union - France
MAILJET – Sinch Email	Mailgun Technologies 112 E. Pecan Street #1135, San Antonio, Texas, 78205 USA	No transfer outside the EU	Emailing	European Union (Germany & Belgium)
SAS Toucan Toco	19 place Françoise Dorin 75017 Paris	No transfer outside the EU	Campaign Dashboards	European Union France
GoDaddy Europe Limited	5 New Street Square, London, EC4A 3TW – United Kingdom	No transfer outside the EU	Corporate files hosting & corporate email	France
Zendesk	989 Market St San Francisco, CA 94103, USA	No transfer outside the EU	Support Tool	Ireland, Germany
Hubspot	25 First Street, 2nd Floor Cambridge, MA 02141 United States	No transfer outside the EU	CRM	Ireland, Germany
Microsoft	Microsoft France SAS 39 quai du President Roosevelt 92130 Issy les Moulineaux France	No transfer outside the EU	Corporate files hosting & corporate emails	France
Cryptr	Euratechnologies 165, avenue de Bretagne – 59000 Lille	No transfer outside the EU	SSO Authentication System	Germany
Google LLC	1600 Amphitheatre Parkway, Mountain View, California 94043, United States	SCCs for EU, adequacy decisions	Web Analytics	USA