

EPRESSPACK CUSTOMER TERMS OF SERVICE

This is a contract between you (the Customer) and us (ePressPack S.A.S), it describes the terms and conditions of the service to be provided by ePressPack together with other aspects our business relationship and cooperation, these terms are mandatory to make you benefit with a service of quality.

Customer agreement to these terms is necessary to receive the ePackPack Service.

Defintions:

“Customer” means a natural person or the legal entity who accepted the commercial proposal issued by ePressPack or issued a purchase order accepted by ePressPack, Customer is deemed to include and legal entity within the Customer’s group which has to be accepted by ePressPack as a beneficiary of the Services.

“Content(s)” means all information, data, text, images, messages, sound, music, video and any other information that the Customer incorporate into the Service directly or through a third party acting on its behalf.

“Agreement” means these Customer terms of Service together with all other documents referred to in here, including but not limited to, ePressPack’s commercial proposal, Customer’s purchase order, Privacy Policy....

“Personal data” means personal data as defined by the General Data Protection Regulation (GDPR) 2016/679 issued by the European Parliament and European Council dated April 27 2016 on data protection and privacy for all individuals, witch provisions and requirements pertain to the processing of personal data.

“Confidential information” means all information of any kind communicated by the Customer or ePressPack to each other, in writing or orally and mentioned as confidential by the party delivering the information. These information are including, but not limited to, the Content, Personal data and ePressPack’s technical data and commercial data.

“ePressPack services or Service” means all services provided by ePressPack to the Customer using or based on the ePressPack Digital Suite including all associated services as described in article 1 “ePressPack Service” hereunder.

“ePressPack Digital Suite” means the digital pressroom build by ePressPack and licensed to the Customer according the present Terms of Service.

“ Subject matter” means the subject matter of processing the Personal data for the purpose of providing the Services and involving the Personal data of the Customer as specified in the purchase order or the proposal issued par ePressPack or instructions providing by the Customer in writing and these General Terms of Services.

Article 1 **The Service**

During the Subscription term, ePressPack will provide the Customer access to use an ePressPack Digital Suite dedicated to him as described in the current Terms of Service, and according to the terms of conditions of the commercial proposal issued by ePressPack or the purchase order issued by the Customer and accepted by ePressPack as appropriate. In addition, at the time of initial installation of the ePressPack Digital Suite, ePressPack will procure to the Customer some customization services as defined in the ePressPack commercial proposal. Also, the Customer may purchase additional features or capacities as existing in the current ePressPack catalog by the means of additional purchase orders, subject to technical availability to be checked by ePressPack upon Customer's request.

Article 2 **Service description**

As Long as its subscription is valid, ePressPack Service enables the Customer once the General terms and conditions have been accepted by the Customer, to host and release Content including video, images, mails, documents and text contents as publications pre-formatted by ePressPack under a standard format (Communications).

ePressPack Services main features are as follows:

- Content hosting
- Release of video, images, documents and text contents as per Customer's instructions,
- Video content encryption when necessary,
- Content release as pre-formatted, press releases optimized for search engines, available 24/7,
- No Content with advertising,
- Back office services are provided for Customer to update Content, and set Content on line and off line.

ePressPack Services do not include production of Content of any kind on behalf of the Customer. Unless expressly authorized by ePressPack, the Customer may not grant a sub-license, resell, transfer, broadcast, commercially exploit or give access to all or part of ePressPack Services to any third party.

Article 3 **General Terms of Use**

The Customer is committed (i) to neither, hinder or disturb ePressPack Services, or (ii) use the ePressPack Services in any unlawful or illicit way.

As a consequence, in particular the Customer is committed to the following:

- Its Content do not prejudice public order, breach public decency and more specifically do not constitute an incitement to commit either a crime, a legal offence, racial hatred, suicide, apology of crimes against humanity or contain child pornography elements,
- Any Contents with violent or pornography character may not be access to child.

- Content or its hosting do not infringe the rights of third parties, including but not limited to (a) infringement of intellectual property rights attached to video clips, TV broadcasts, short to long films, animated or not animated, ads, that the Customer would not have shot/created himself or for which the Customer would hold the necessary authorizations from individual or collective management firms holding the rights on those films or items; (b) harm individuals by defamation or infringe any right of privacy.

To comply with applicable regulations, ePressPack may have to withdraw any illegal Content, transferred or hosted via ePressPack Services as soon as informed of such nature. This withdrawing may be done without prior notice if the violation is material and as circumstances may require.

Customer acknowledges that the ePressPack Services are for professional use, communications to be issued to companies and journalists. ePressPack technical infrastructures are build and optimized for a traffic of 30 000 /month. Customer shall use the ePressPack Services complying with such limitation, failing to do so the services performances could be altered. In the event a higher traffic is needed to the Customer, ePressPack will check technical feasibility to upgrade the technical infrastructure to address such needs and if feasible, will issue a commercial proposal in that respect.

ePressPack provides the ePressPack Services *on an "As is" basis only*. The Customer is informed that ePressPack is entitled to bring any modifications or improvements to the ePressPack Services as it deems necessary.

ePressPack shall do its best commercial efforts to provide access to the ePressPack Digital Suite with 24/7 availability at a level of 99,9%, except for interruption (whether planed or unplanned) for maintenance purposes or in case of force majeure event. ePressPack will, where possible shall inform Customer in advance of any maintenance interruption. In case of interruption as set out above, ePressPack shall not be liable to the Customer for any downtime or unavailability of the ePressPack Services and Customer waives any claim against ePressPack in such a case. More detailed terms and conditions for service availability are described in the ePressPack Service level agreement available at the following address:

Article 4 **Domain names registration**

Using its own automated processing systems, ePressPack will register the domain name as ordered by the Customer in its purchase order. This registration will be carried out by ePressPack acting as technical third party before the relevant authorities. The Customer is hereby advised that ePressPack never checks the availability of the wording the Customer has selected to be used as its domain name. In all operations related to registration or modification of administrative or technical data regarding the domain name, ePresspack's role is limited to intervention before the authorities in charge of domain name attribution in the Customer's chosen area.

Customer will be informed by e-mail 60 days before the expiration date of its domain name registration. In case of no-renewal, ePressPack will technically de-activate the domain

name (de-activation of the Digital Suite linked to the domain name) on the day following the expiration date of the domain name. Customer may re-activate its domain name subject to payment of the domain name reactivation and renewal fees according to their then current rates. If the Customer wants to delete its domain name, it belongs then to the Customer to request such operation by sending an e-mail to ePressPack customer service or to its business consultant.

Customer is solely responsible for the choice of its domain name for which registration has been applied and obtained. As a consequence, it is up to the Customer to make sure that the domain name don't infringe any right, including but not limited, to copyright, intellectual property rights or distinctive mark, pre-existing domain names of any third parties. It belong to the Customer to take any useful measure to ensure an efficient legal protection of its domain name, more specifically but not only, with regards to national or international laws on trademark domain.

Any enforceable legal decision or arbitral awards served to ePressPack implying either transfer or cancelation of the domain name as registered on behalf of the Customer will be right away enforced without any prior notice to the Customer.

Article 5 **Parties's obligations and duties**

a) From the Customer

The Customer, hereby declares and warrants (i) it fully hold without any restriction all necessary rights, approvals, licenses, consents or authorizations (including but not limited to from Content's authors, producers, publishers, collective management firms, performers, implementers, technicians... as may be necessary) to meet its obligations, exercise its rights, grant licenses in compliance with this General Terms of Use, and (ii) it intends to fulfil its obligations as herewith defined and in compliance with the current applicable laws and regulations at national and international level.

It is understood that the Customer will be solely responsible (i) for its own use of the ePressPack Service, in particular with regards to Contents hosted by the Customer and made available to public using ePressPack Service, (ii) for protection of its own IT equipments against IT viruses or external intrusions,(iii) to protect its passwords against any illegal or fraudulent use or disclosure.

The Customer acknowledges that it shall assume full responsibility of any claim, demand or opposition and more generally and legal or administrative procedures brought against ePressPack by a third party resulting from Customer use of the ePressPack Service.

b) From ePressPack

ePressPack shall carry out the ePressPack Services in a workmanlike manner with professional skill and diligence.

ePressPack is bound by an obligation of means excluding any other obligations. Should a case of force majeure occur, either within the scope of war, conflict, riot, flood, fire, communications and or electricity interruption and in a general manner, any even beyond

ePressPack control resulting in ePressPack incapacity to carry out its commitments, ePressPack's liability cannot be called or engaged. Similarly, ePressPack will not be held responsible for any failure in providing access to the ePressPack Digital Suite or use of the Service resulting from the Internet network or the client server configuration or communication nodes.

ePressPack shall provide the Service with an availability rate at 99,90% and will deploy back-up systems enabling data post disaster recovery covering the last 30 days of activity. ePressPack will maintain commercially appropriate administrative, physical and technical safeguards to protect its information systems including hosted data and Content of the Customer, and appropriate organizational and technical measures to protect the data against unauthorized or unlawful processing or disclosure.

Article 6 **Contract period and duration**

Unless otherwise agreed in writing, the initial period of the contract is (2) two years, then the contract is renewed by successive period of (1) one year exception made if one or the other party decides to terminate the contract in notifying its decision to terminate the Agreement by a registered letter sent to the other party with a 90 days period before the anniversary date of the current subscription period.

The Agreement becomes effective the day where the ePressPack's commercial proposal is accepted in writing by the Customer or at any other date mentioned on the Customer's purchase order and accepted in writing by ePressPack. The initial period of the Agreement includes a (2) two months preliminary period used by ePressPack to customize the ePressPack Digital Suite according to the specifications and information communicated by the Customer prior to the effective date of the Agreement. This preliminary period may be extended according to the time done by the Customer to address the questions or other requests of ePressPack for information needed to build the ePressPack Digital Suite for the Customer.

The Agreement cannot be terminated by the Customer before the end of the subscription current period. If the Customer decide to cease to use the ePressPack Services before the end of a period, ePressPack shall not refund any amount, and subscription price of the current period shall remain due in full.

If any payment has not be made within (30) thirty days from due date or after a non-paid reminder for due amounts, ePressPack can rightfully, withhold the Service without any further notice. Nevertheless, ePressPack will not withhold the Service if the Customer challenge in good faith the invoiced amounts and is cooperative and diligent to solve the issue.

Article 7 **Pricing**

All prices are given in euros and exclude all taxes. Prices for the Services are made with: (i) a subscription fee for the use of the ePressPack Digital suite during the current period

(initially two years and further subsequent one year renewal period), (ii) fees for the options selected by the Customer, and initially (iii) costs for creation of the Digital Suite customized as per the proposal approved by the Customer.

Prices of subscription for ePressPack Services will remain fixed during each subscription period unless the Customer orders additional features or services. At the time of subscription renewal, the renewal pricing set forth in the accepted order will apply, if no renewal pricing are mentioned in the initial order, then the renewal price shall be that in force at the day of renewal as mentioned at the ePressPack standard prices list.

All invoices issued by ePressPack are due and payable within (30) thirty days from the date of invoice. If payment for an undisputed invoice has not been made within (30) thirty days, or after a reminder for due amounts, a late payment interest in an amount equal to three times the legal rate of interest in force at that time shall be due to ePressPack for each day of delay together with the reimbursement of all costs engaged by ePressPack to recover the unpaid invoices.

VAT applied based on the rate prevailing on the day the initial order when is placed and then at each renewal date.

ePressPack reserves the right to modify its standard prices list at any time without prior notice. All Services are invoiced at the price of the standard prices list applicable the day the order is placed.

Where the Customer is located into a different country than France within the European Union, the Services will be invoiced without VAT. The Customer must be VAT registered and pay the VAT in its own country, the Customer shall communicate to ePressPack its VAT registration number upon the ePressPack's first request.

Article 8 Personal data

For the provision of the Services ePressPack may from time to time act as Data processor on behalf of the Customer with regard to its Personal data, the Customer acting at any time as Data controller. In its role of Data processor, ePressPack is committed to process the Customer's Personal data only as per documented instructions issued by the Customer (Data controller) and in compliance with the provisions of article 28 of the RGPD. Regarding the Customer's Personal data, ePressPack only receives a temporary right of use strictly limited to delivering the Services to the Customer in accordance with these General Terms of Service, Customer's Personal data and their processing shall remain at any time under the control of the Customer.

Regarding the Personal data, ePressPack and the Customer are subject to the RGPD and to laws and regulations that are applicable in France and in that respect:

- ePressPack is committed to use the Customer's Personal data for no other Subject matter than processing, excluding any purpose of marketing and not to disclose the Personal data to any third parties except under Customer's instruction.
- ePressPack is committed to collect and process the Personal data only for the purpose of the Subject matter.
 - ePressPack is committed to maintain the Personal only as necessary for the purpose of the Subject matter and to delete them by end of the Customer's subscription.

- ePresspack shall provide adequate safeguard to its information systems and to the Personal data stored into its technical infrastructures.

Acting as Controller:

- the Customer is committed to procure ePressPack with all Personal data as may be necessary to address the Data subject and its processing,
- the Customer is committed to document in writing all instructions for processing of its Personal data,
- the Customer shall comply with the statutory requirement of the RGPD and applicable regulations and laws in particular with the transfer and privacy of Personal data to ePressPack
- the Customer shall be solely responsible for complying with third party's rights regarding the disclosure and transfer of Personal data to ePressPack,
- the Customer shall inform ePressPack without delay about errors or irregularities observe within the processing of the Personal data.

ePressPack reminds the Customer that Contents and Personal data may be disclosed by ePressPack, as per provisions of applicable law or regulation or further to specific and compulsory request from administrative or judiciary authorities or if deem necessary to protect its rights in a legal suite.

Privacy policy of ePressPack is available at the following address: <http://>

Article 9 **Intellectual property rights**

ePressPack both creates and produces databases, web sites, professional software and applications including but not limited to the ePressPack Digital Suite. These products and services are and remain the exclusive property of ePressPack or its licensors and are protected by the French Code of Intellectual property. Customer cannot rent, lease, distribute or create derivative works based on the ePressPack Digital Suite or any other items belonging to ePressPack. Any copy, in part or in total of the ePressPack Digital Suite or other items of the ePressPack intellectual property by any means, without prior ePresspack express authorization is prohibited and would constitute an infringement according to the L335-2 article and followings of the French Code of Intellectual Property. ePressPack name is a trademark protected by laws and may not be use without the prior written authorization of ePresspack.

The Customer retains all rights to the Content and Personal data or represent and warrant it owns all sufficient and necessary rights and permission to use these materials.

Customer hereby gives ePressPack permission to use Customer's name and other identifying information as part of the ePressPack sales and marketing activities and related reference material to be published in its marketing internal documentation and in social media sites.

ePressPack is authorized by the Customer to make a screen copy of the entry page of the ePressPack Digital Suite dedicated to the Customer and to use it for reference purpose. The compensation for this right of reference is included into the price of the subscription paid by the Customer. The Customer may revoke its consent at any time by sending a registered letter to ePressPack with a reasonable notice period.

Article 10 **Third party rights, public order, compliance with laws.**

The Customer is solely responsible for Contents. As a consequence, it is up to the Customer to take all necessary precautions and make sure that Contents do not breach laws and regulation applicable in France and abroad and any rights of third parties.

The Customer will be liable for any potential public order, public moral and public security offence that might result from the Contents using ePressPack Digital Suite and the Services.

The Customer will indemnify, defend and hold ePressPack harmless, at its expense and costs, against any third party claim, suit action or proceeding brought against ePressPack, its officers, directors or employees, based upon or arising out of an unauthorized or illegal use of the ePressPack Digital Suite or the Services.

It is reminded that the existing laws do not oblige ePressPack to monitor the Content hosted through its services and ePressPack has no general obligation to seek facts or circumstances revealing illegal activities potentially conducted by customers or third parties using its services. Nevertheless, to comply with existing regulations, ePressPack may have to withdraw any illegal Contents transferred or hosted via ePressPack Digital Suite as soon as informed of such nature of the Contents, also upon administrative or legal request served to ePressPack, ePressPack may have to communicate identification details of the Data controller to the requesting authorities.

Any enforceable legal decision or arbitral award served to ePressPack implying the Contents or the domain name will be right away executed by ePressPack on an "as is" mode with notice to Customer as soon as feasible.

Article 11 **Responsibility and liability limitation**

Notwithstanding any other terms of this Agreement, except for Customer liability for payment of fees, or violation of ePressPack's intellectual property rights, or Personal data regulations, the parties agree that the aggregate liability of a party be limited to eighteen (18%) of the amounts paid or payable for the Services in the twelve months period preceding the event giving rise to the claim. To the extent permitted by law, in no event shall either party be liable for any indirect, incidental, punitive or consequential damages or loss of profit, revenue, data or business opportunities. This limitation shall also be applicable if ePressPack's liability may be engaged for, but not limited to, a

failure to ensure Digital Suite access resulting from programmed or not programmed maintenance, or communication nodes, internet provider or client server configuration.

ePressPack disclaims all warranties or condition of any kind, whether express or implied or fitness for a particular purpose or conditions of merchantability.

Article 12 **Confidentiality**

Each party shall treat as strictly confidential the other party's confidential information and shall use these information only for the purpose of the Agreement, and shall not without the prior consent of the party from whom the confidential information was obtained, publish, use or otherwise disclose to any person the other party's confidential information except for the purpose contemplated by the Services. For purpose of clarity all information concerning the business, the products, the services, the systems, procedure and records of whatever nature, technical, commercial or financial shall be deemed to be confidential information. Confidential information include the terms and conditions of this Agreement.

At the Agreement termination for whatever reasons, each parties shall delete any confidential information of the other in its possession without keeping any copy except for legal purpose.

Each party agrees to maintain confidentiality over the confidential information of the other party during all the duration of the Agreement and two (2) years thereafter.

Article 13 **Miscellaneous**

If for any reason any provisions of this General terms of Service is determined to be invalid or unenforceable by applicable law or enforceable legal decision then the remaining provisions shall continue to have full force and effect with no change and the invalid provisions shall be deemed to be superseded by a valid provision that closely matches with the intent of the parties regarding meaning of the original provision.

At any time, ePressPack may update or change any or all parts of these General terms of Services. Updated General terms of Services shall be available at <http://.....> and will become effective the next business day following after change(s) is posted. In event of material modifications, ePressPack will do its best efforts to notify the Customer these changes by e-mail no later than the day they become enforceable. The Customer is encourage to regularly visit the ePressPack web site to review the applicable General term of Service

This Agreement (including each order) along with ePressPack Privacy Policy and ePressPack Service level agreement is the entire agreement between ePressPack and the Customer and supersede all other (both oral or written) proposals, understandings, arrangements or agreements for subscription of ePressPack Services.

Termination or expiration of the subscription for whatever reason shall not affect the rights and obligations of the parties which have accrued due prior to the date of termination or expiration, and all provisions of this Agreement that logically by nature ought to survive termination of this Agreement shall survive.

Article 14 **Assignment**

Except to another company that forms part of the group of the Customer, this Agreement cannot be assigned in full or part to either party without the written consent of ePressPack

Article 15 **Termination**

ePressPack reserves the right to withhold or terminate its Services in case of lack of payment, resale, non-authorized transmission, illegal use of Services or evidence of hacking from Customer. In the event of anticipating termination, ePressPack shall keep the price for subscription received from Customer without prejudice to claim damages. In the event the Customer terminates the Agreement due to material breach by ePressPack of its service obligations, ePressPack shall refund the Customer with the part of the fees paid for the Services from the agreed date of termination up to the end of the normal current term of subscription.

Once the Agreement terminated, for whatever reasons, ePressPack shall upon Customer's first request transfer to the Customer all its Contents and Personal data stored in the ePressPack Digital Suite to a server which address shall be communicated by Customer, through a RSS link. In case of no request issued by Customer, ePressPack shall delete from the ePressPack Digital Suite and its servers all Contents thirty (30) days after Agreement's termination.

Article 16 **Corruption**

Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift or thing of value from an employee or agent of the other party in connection with this agreement. Violation of this rule shall be considered as a material breach of this Agreement allowing the non-breaching party to terminate the Agreement right away at the sole costs and expenses of the breaching party. Reasonable gifts or entertainment provided in the course of business do not violate this restriction.

Article 17 **Law and jurisdiction**

This Agreement is governed by French Law including any substantive provisions in procedural law. In the event of difficulties or disagreement with regard to interpretation

, execution or achievement by a party of its obligations, the parties to settle amicably the difficulty. In that respect any of the party wishing to enter in such procedure, prior to placing any action before a competent court shall have to notify its claim by registered mail to the other party giving a fifteen (15) days period to reply. If an amicable agreement is reached both parties agree to sign a confidential settlement agreement. If such an agreement is not reached, express and exclusive jurisdiction is given to the Commercial Court of Paris, notwithstanding the number of parties involved, or procedure of urgency or seeking a specific order.

These EPRESSPACK CUSTOMER TERMS OF SERVICE are approved and executed on the date hereof by

Date:

For Customer

Name:

Title:

Signing: