

SPECIAL CONDITIONS FOR REPORTS AND ANALYSES SERVICES

1. Scope

These special conditions define - along with the General Subscription Conditions, the Special Conditions for Software and Related Services and the Order Confirmation - the contractual framework governing Linkfluence's intervention regarding optional Real Time Services ("RTS" as defined hereafter) and Strategic Services (or "STS" as defined hereafter) (the "**Special Conditions for Reports and Analyses Services**").

For the purposes of these Special Conditions for Reports and Analyses Services, the following terms will, when starting with a capital first letter, take the meanings given to them in these Special Conditions for Reports and Analyses Services and, failing this, in the General Subscription Conditions and/or the Special Conditions for Software and Related Services.

2. Enforceability of Special Conditions for Reports and Analyses Services

The Special Conditions for Reports and Analyses completes the General Subscription Conditions and the Special Conditions for Software and Related Services regarding the Reports and Analyses Services.

These Special Conditions for Reports and Analyses Services shall prevail over the Special Conditions for Software and Related Services in the event that they contradict each other.

The Special Conditions for Reports and Analyses Services, the Special Conditions for Software and Related Services, the General Subscription Conditions and the Order Confirmation constitute the contract (the "**Service Contract**") binding the Customer and Linkfluence, drawn up on the date on which the Customer accepted the Order Confirmation (the "**Effective Date**").

3. RTS Reports and Analyses

The Service Provider shall produce, for the Customer, an analysis / recurring report using all of the necessary Software Services and Related Services. The frequency (which may be weekly, monthly, bi-monthly, quarterly, half-yearly or annual) and content of such analysis / recurring report are agreed with the Customer (the "**RTS**").

Insofar as the RTS are based on the usage of the Software and Database, the Special Conditions for Software and Related Services will be applicable unless otherwise stipulated in these Special Conditions for Reports and Analyses Services. The Customer will therefore be obliged to comply with the terms of the Special Conditions for Software and Related Services.

Linkfluence and the Customer will define together the procedures for accessing all of the Software Services and Related Services, the context, the objectives and the timeframes for producing RTS Reports and Analyses, which will thus be specified in writing in the Order Confirmation.

Nevertheless, the Service Provider reserves the utmost flexibility to choose the means for delivering the RTS it has been entrusted with, particularly the selection of partners and any subcontractors that may be required.

Should the delivery of the RTS, for any reason out of the Service Provider's control, prove impossible or should it need to be postponed, the Service Provider shall notify and come to an agreement with the Customer on how to proceed. The Service Provider shall not under any circumstances be held responsible for this situation.

Should the Customer decide to amend the RTS themselves or the timeframes for their implementation, an amendment to the Order Confirmation will be agreed upon by both Parties so as to specify the aforesaid amendments and their effects on the initially agreed invoicing (an "**Amendment**").

The Service Provider is under no obligation to monitor and/or update the RTS after handing them over.

4. STS study

The Service Provider will carry out, on behalf of the Customer, a one-off, high value-added study on a specific theme which objectives and conditions are defined by both the Service Provider and the Customer (the "**STS**").

In order to carry out the STS, the Service Provider will use the Software, Database and Related Services it considers necessary.

The Customer has no Access Rights where the STS is concerned.

The STS context, objective and fulfilment timeframes are settled upon by mutual agreement between the Parties when the STS begins.

Nevertheless, the Service Provider reserves the utmost flexibility to choose the means for carrying out the STS it has been entrusted with, particularly the selection of partners and any subcontractors that may be required.

Should the delivery of the STS, for any reason beyond the Service Provider's control, prove impossible or should it need to be postponed, the Service Provider shall notify and come to an agreement with the Customer on how to proceed. The Service Provider may not under any circumstances be held responsible for this situation.

Should the Customer decide to modify the STS themselves or the timeframes for their fulfilment, an Amendment to the Order Confirmation will be agreed by both Parties so as to specify said amendments and their effects on the initially agreed invoicing.

The Service Provider is under no obligation to monitor and/or update the STS after handing them over.

5. Proposal – order - payment

All RTS and STS requested by the Customer will first give rise to a proposal, drawn up to define the context and the objectives of the said Reports, Analyses and/or Studies, so that the implementation procedures and cost can be agreed upon.

The Service Provider's proposal will be sent to the Customer for acceptance, and will be valid for a period of one (1) month from the date of sending. If the Customer's agreement is not received within this period, the Service Provider reserves the right to revise the proposed price and implementation timeframe.

The Customer's acceptance of this proposal will result in the signing of an Order Confirmation which shall summarise the terms of the selected proposal. The Order Confirmation shall be returned signed, dated and shall bear the Customer's stamp.

The RTS and STS will be invoiced in accordance with the stipulations of the General Subscription Conditions, the Special Conditions for Software and Related Services (with respect to the RTS Services) and the Order Confirmation. The Order Confirmation will also, if necessary, define the duration of the aforesaid Studies and the procedures for their renewal and cancellation.

6. Intellectual property

The Service Provider will benefit from the protection of the French Intellectual Property Code for all studies and research conducted in the context of these Special Conditions for Reports and Analyses. The Service Provider therefore retains exclusive ownership of the techniques, methods, expertise, tools, Database and Software equipment that it has developed and own, or that it has acquired full ownership of, and that it uses, either free of charge or for a fee, for reports, analyses, studies and research.

Linkfluence assigns to the Customer the property rights governing the results of the RTS or STS ordered by the Customer, once the Customer has paid in full.

Unless otherwise stipulated, and particularly if the Customer is part of a group of companies, the Customer agrees to refrain from and prohibit Users from communicating or making accessible to third parties (including other group companies, whether holding companies or subsidiaries) results and any documentation supplied by the Service Provider as part of RTS or STS.

The Customer and Users may not publish or reproduce any document or technique provided by the Service Provider and necessary in order to implement the RTS or STS and to obtain results, either directly or indirectly, either partially or in full, either free of charge or for a fee, without the prior, express and written consent of the Service Provider.

Both Parties will agree on the financial terms upon such consent.

The Service Provider is, under the same conditions, required not to divulge the results of RTS or STS once they become the property of the Customer. They agree to refrain from mentioning the existence of the RTS or STS, unless authorised to do so by the Customer, in their advertising or in any other form of documentation. However, the Service Provider may mention the name of the Customer for business references purposes.

If the Customer is required to entrust all or part of these results to a third party for the purposes of their activity, they shall personally ensure that the third party agrees to quote the name of the Service Provider in any publication or reproduction.

For ad hoc studies carried out on behalf of a single Customer, the Service Provider is prohibited from re-selling the results without the consent of the said Customer. In the case of surveys for multi-customers, known as “subscription”, the Service Provider reserves the right to sell the results to Customers other than the initial Customers, unless a special agreement or exclusive arrangement has been negotiated with the latter.

7. Liability

Should the Customer entrust Service Provider with products, the latter is obliged to provide them in accordance with the laws and regulations in force, and to provide all necessary information relating to them, in particular relating to their usage instructions and the conditions for their transportation and storage. Furthermore, the Customer is responsible for taking all necessary measures to inform the Service Provider of any restrictions relating to product safety, to supply adequate usage instructions and to insure against all risks that could result from their transportation, storage or usage, and against any potential corresponding claims made by third parties.

The Service Provider shall not be held liable in the following cases:

- failure by the Customer or the Users to comply with their obligation to communicate to the Service Provider any information that the latter might request, and to guarantee their accuracy, which could compromise or falsify the result(s) of the company RTS or STS;
- Force Majeure as defined in article 9 of the General Subscription Conditions.

Should the Service Provider’s negligence invalidate the RTS or STS result(s) and/or certain conclusions or interpretations, the Service Provider undertakes to implement all necessary procedures designed to remedy this damage, not exceeding the amount invoiced for the purposes of the study.