



The present document (the "**General Conditions**") defines the conditions under which Y2M, SAS with a share capital of 5,018 euros, registered under number 901 305 680 R.C.S. Saint-Brieuc, whose registered office is at 29 avenue du Léon, 22190 Plérin ("**Y2M**"), makes the Solution available to the Customer in SaaS (Software-as-a-Service) mode.

## 1. DEFINITIONS

"**Subscription**" refers to the Customer's subscription to the Solution.

"**Artist**" means any musical artist promoted by the Customer through the Services.

"**Order Form**" refers to the order form signed by the Parties and signifying the Customer's acceptance of these terms and conditions.

"**Campaign**" refers to the broadcasting of Content according to the strategy defined by the Customer from his account in order to promote an Artist on the Social Networks.

"**Customer**" refers to the company that has signed the Order Form and taken out a Subscription.

"**Commission**" refers to the commission deducted by Y2M from the Customer's promotional budget. The Commission rate is defined in the Purchase Order.

"**Contract**" refers to the contractual whole consisting of the Purchase Order and the General Terms and Conditions according to the hierarchy specified in article 2 below.

"**Effective Date**" means the date on which the Purchase Order is signed by the Parties.

"**Documentation**" means all instructions for use of the Services communicated in writing to the Customer by Y2M or made available to the Customer on Y2M's website or web application (FAQ, explanatory videos, etc.).

"**Customer Data**" refers to all data and information provided by the Customer or Users, including Content, as well as analyses and reports made available to the Customer via the Solution.

"**Content**" means the promotional content (including any marketing, text, photography, video, music, graphic and/or sound elements, including any distinctive sign, trade name, trademark, logo, etc., of the Customer and/or the Artists), provided by the Customer for the purposes of providing the Services and promoting the Artists.

"**Business Hours**" means from 9am to 6pm (French time) from Monday to Friday inclusive, excluding public holidays in France ("**Business Days**").

"**Confidential Information**" means any document or information of any nature whatsoever, whether commercial, financial, structural, technical or otherwise, which one of the Parties communicates to the other Party in connection with the Contract, and which is identified as confidential or which should normally, given the circumstances, be regarded as confidential.

"**Party(ies)**" means Y2M and/or the Customer, as the context may require.

"**Plan**" refers to the level of Service associated with the Subscription selected by the Customer and defined in the Purchase Order.

"**Prerequisites**" refers to the technical prerequisites with which the Customer must comply, as defined in the Documentation and/or the Order Form where applicable, in order to benefit from the Services.

"**Price**" means (i) the price of the Subscription calculated according to the Plan and the number of Artists and Users and (ii) the Commissions.

"**Social Networks**" refers to the social networks (such as Tiktok, Instagram, Facebook, YouTube and Snapchat) on which the Customer can broadcast a Campaign. The current list of Social Networks supported by the Solution is available in the Documentation.

"**Services**" refers to the services provided by Y2M to the Customer under the Contract, including the right to access and use the Solution. The scope of the Services ordered by the Customer is described in the Purchase Order.

"**Solution**" means the proprietary software made available to the Customer by Y2M in SaaS mode and enabling the provision of the Services.

"**User**" refers to any natural person placed under the authority of the Customer and granted access to the Solution under the terms of the Contract. The number of Users is defined in the Purchase Order.

"**Wallet**" refers to the credits purchased by the Customer for the payment of Campaigns.

## 2. CONTRACTUAL DOCUMENTS

The Contract is made up of the following contractual documents presented in hierarchical order of decreasing legal value: (a) the Purchase Order and

(b) the General Conditions.

Unless expressly agreed by the Parties, no document not listed above shall be applicable between the Parties, and in particular any contractual conditions that may be issued by the Customer, such as general terms and conditions of



purchase, shall not be applicable in relations between the Parties.

Y2M reserves the right to modify these General Terms and Conditions at any time. Unless otherwise specified by Y2M, the new version of the General Terms and Conditions will come into force for the Customer upon renewal of the Contract. Y2M shall inform the Customer of any substantial modification at least forty-five (45) days prior to the entry into force of the new General Terms and Conditions.

The Purchase Order may only be modified by a written amendment signed by the Parties.

### 3. INFORMATION AND ADVICE

As part of Y2M's duty to provide information and advice, the Customer acknowledges that Y2M's services have been presented in detail to the Customer, in particular during a demonstration and/or by means of a documented commercial presentation. Consequently, the Customer acknowledges and declares: (i) he/she has received all the prerequisites, information, advice and warnings necessary for the installation and functional and technical use of the Services; (ii) he/she has had sufficient time to familiarize himself/herself with all the documentation sent to him/her and has understood all its provisions and the presentation of the Services made to him/her, so that he/she commits himself/herself in full knowledge of the facts; (iv) have taken the necessary time and have the required skills to assess the suitability of the Services for their needs. The Customer acknowledges that the degree of pre-contractual information given by Y2M is within the limits of Y2M's knowledge of the Customer's projects and needs as stated by the Customer and within the limits of the Customer's IT infrastructure.

### 4. LICENCE

**4.1. Rights granted.** In consideration of the payment of the Price stipulated in the Purchase Order, Y2M grants the Customer, for the duration of the Term, the right to allow Users to access and use the Solution, in accordance with the Contract and Documentation, for the Customer's internal professional purposes only. Y2M warrants that it or its licensors hold all proprietary rights to the Solution.

and that, to the best of its knowledge, the Solution does not infringe any prior intellectual property rights.

**4.2. Ownership of the Solution.** Y2M is and remains the exclusive owner of the Solution. The temporary provision of the Solution under the conditions set out in the Contract shall not be construed as the transfer of any intellectual property rights to the Customer. Consequently, the Customer shall refrain from taking any action likely to infringe, directly or indirectly, the intellectual property rights over these elements.

### 5. USING THE SOLUTION

The Customer undertakes to use the Solution in accordance with the agreement and is responsible for Users' compliance with the Agreement, in particular the conditions of use of the Solution, confidentiality and compliance with the Documentation. The Customer undertakes not to make any use of the Solution which might undermine its proper operation, its security, Y2M or any third party.

Accordingly, any use of the Solution not expressly authorized herein is prohibited, except with the express prior written consent of Y2M. Except with the express prior written consent of Y2M, the Customer is prohibited from (i) using the Solution in any way whatsoever for the purposes of designing, producing, distributing or marketing services similar to those offered by Y2M, and (ii) renting, lending, sharing, transferring or assigning the Solution, or making it available, either directly or indirectly, whether in return for payment or free of charge. In any event, the Customer is prohibited from modifying or bypassing any protection code such as, in particular, the identifiers, or disclosing any of these elements to a third party other than a User designated by the Customer and acting under the Customer's responsibility and within the framework of the performance of the Contract, whether in return for payment or free of charge.

Y2M reserves the right to suspend or restrict the access rights and the validity of the identifiers of one or more Users if Y2M is informed or has tangible reasons to suspect a breach of the obligation provided for in the present article or of any other security obligation by the Customer or a User.



## 6. SOLUTION PROVISIONS

- 6.1. Description.** The Solution enables the Customer in particular to (i) create Campaigns and place insertion orders in order to broadcast the Campaigns on the Social Networks, (ii) create and publish fanlinks online, (iii) monitor and manage the impact of the Campaigns via the reporting and dashboard tools made available to the Customer in the Solution and (iv) share Campaign statistics with the Artists concerned.
- 6.2. Onboarding.** It is the Customer's responsibility to create an account to access the Solution from the Y2M website [www.yourmusic.marketing](http://www.yourmusic.marketing). Y2M accompanies (remotely) the Customer's first User in learning how to use the Solution.
- 6.3. Authentication.** Users are identified by means of identifiers, which are personal and confidential. The Customer undertakes to do everything in his power to keep his User IDs secret and not to divulge them in any form whatsoever. The Customer shall immediately inform Y2M of any unauthorized use of its identifiers. Y2M cannot be held responsible for any loss or damage resulting from the Customer's negligence in protecting his login details.
- 6.4. Hosting.** Y2M hosts the Solution and data, including through third-party service providers. Given the nature of the Services and the use made of them by the Customer, it is the Customer's responsibility to make, on a regular basis, his own backup copies of the data sent to him and resulting from the use of the Services. Y2M shall not be held responsible for the consequences for the Customer, Users or any third party of the loss, deterioration or destruction of such data. The Customer is solely responsible for the hosting and backup of derived data and, in general, for its own data.
- 6.5. Maintenance.** Y2M may carry out maintenance operations on the Solution. These operations will be

and the Customer will be alerted with reasonable notice by e-mail. Any maintenance may result in the suspension or limitation of the Customer's access to the Solution. Y2M undertakes to do its utmost to ensure that such operations cause the least possible interruption to Services.

Y2M may also carry out emergency maintenance operations without notifying the Customer.

## 7. CAMPAIGN PROVISIONS

- 7.1. Content.** It is the Customer's responsibility to provide all Content necessary for the provision of Services and the distribution of Campaigns, and to ensure that such Content is accurate, complete, up-to-date and lawful.
- 7.2. Social Network Accounts.** The Solution provides a technical functionality that allows the Customer to publish and manage advertisements on the Social Networks. To use this functionality, the Customer must connect the Artists' Social Network accounts to the Solution. Some Social Networks require specific authorization from Y2M. The Customer may request free assistance from Y2M to connect his first account.
- 7.3. Warranty.** The Customer represents and warrants that it has all the rights and authorizations (intellectual property, image rights, etc.) to use the Content and grant access authorizations to the Social Network accounts in accordance with this Contract.
- 7.4. Compliance.** The Customer must ensure and is solely responsible for the compliance of its Campaigns and fanlinks (i) with the Contract, Documentation and instructions provided by Y2M, (ii) with applicable regulations and (iii) with the conditions and advertising rules in force for the Social Networks on which the Campaigns are broadcast. Y2M reserves the right to suspend or withdraw any Campaign or any content, at any time during the execution period of the insertion order, in the event that it proves not to comply with the aforementioned applicable rules. In the same way, the Customer acknowledges



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that the Social Networks have the right to refuse to distribute the Campaign if it contravenes their advertising rules, in particular if the Campaign promotes prohibited and/or restricted content. Such withdrawal or refusal to broadcast will not give rise to any right to compensation on the part of the Customer, it being understood that the Customer's Wallet will be credited with the amount previously debited for the implementation of the withdrawn or refused Campaign.

- 7.5. Sufficient credits.** In order to launch a Campaign, the Customer acknowledges that he/she must have a sufficient number of credits in his/her Wallet.
- 7.6. Commercial success.** Y2M does not guarantee the commercial success of the Campaigns and cannot be held liable in this respect.

### 8. MANDATE

- 8.1. Mission.** Y2M places space purchase orders with Social Networks in the name and on behalf of the Customer, in accordance with the strategy and budget defined by the Customer in the Solution. Y2M reports to the Customer on the impact of Campaigns via the Solution. The Customer is advised that the reports are based on information transmitted to Y2M by the Social Networks and releases Y2M from any liability that may arise from the non-exhaustive or inaccurate nature of this information.
- 8.2. Payment of space purchases.** Invoices for Campaigns are sent by the Social Networks to Y2M, which pays them after verification.
- 8.3. Third-party account.** Customers must pay for Campaigns in advance, by transferring sufficient funds to their Wallet.
- 8.4. Commission.** For this Service, Y2M will receive the Commission defined in the Purchase Order.

### 9. DATA

- 9.1. Customer Data.** Subject to Article 9.2, the Customer is and remains the sole owner and responsible for the Customer Data. The Customer authorizes Y2M to use the Customer Data solely for the provision of the Services and the fulfillment of Y2M's contractual and legal obligations.

- 9.2. Audience data.** The Customer agrees that Y2M may use the audience data generated to improve its own audience pools.

- 9.3. Aggregated data.** The Customer agrees that Y2M may collect and use non-personal data derived from the use of the Services for the purposes of analysis, evaluation of Campaigns and improvement of the Services. Such data will be in aggregated and anonymized form only, and will in no way identify the Customer or Users. Y2M holds the intellectual property rights to these analyses and their results. The Customer agrees that Y2M may use such data, analyses and results at its discretion.

### 10. SUPPORT

Throughout the Term, the Customer benefits from user support enabling him to obtain assistance from Y2M to answer any questions relating to the use of the Solution or to report an operating anomaly. Support is available during business hours, via the online chat accessible from the Solution, or by e-mail ([lotfi@y2m.io](mailto:lotfi@y2m.io)). Y2M undertakes to correct reproducible anomalies that may disrupt the use of the Solution, or to propose a workaround solution as soon as possible.

### 11. SERVICE DEVELOPMENT

Y2M reserves the right to make changes to the Services, in particular for legal or technological reasons, in order to create new functions or improve existing functions, or to take into account the needs of its customers. If a change is likely to deprive the Customer of one or more of the functions initially proposed, Y2M undertakes to inform the Customer in writing at least ten (10) days prior to its implementation. The Parties will discuss the matter in good faith with a view to finding a commercially reasonable solution. If no solution can be found, the Customer may terminate the Contract ipso jure. The aforementioned deadlines are not applicable if the change is required to ensure compliance of the Services with legal or regulatory provisions, or if the change is essential to ensure continuity of the Services.



## 12. FINANCIAL CONDITIONS

**12.1. Prices.** All Prices are established in the currency indicated on the Purchase Order, excluding VAT and other taxes payable by the Customer in application of the regulations in force on the date of issue of the invoice, which shall remain the sole responsibility of the Customer.

**12.2. Billing and Payment.** The Subscription will be invoiced to the Customer on an annual basis on the Effective Date.

Commissions will be billed to the Customer for each payment made by the Customer to his Wallet.

Invoices must be paid within 30 days following the date of invoice by credit card via Y2M's payment service provider, with whom the customer provides his bank details directly.

Without prejudice to any damages, failure by the Customer to pay an undisputed invoice by the due date shall automatically result in the application of late payment interest equal to three (3) times the legal interest rate, without prior formal notice and with effect from the first day of delay, as well as the payment of a fixed indemnity for collection costs, set at forty (40) euros.

Should collection costs be higher, Y2M may request additional compensation upon justification. In the event of non-payment of the invoice concerned within fifteen

(15) days after the sending of a formal notice by registered letter with acknowledgement of receipt which has remained unsuccessful, Y2M reserves the right to suspend the Services and/or terminate the Contract.

**12.3. Disputes.** If the Customer wishes to dispute an invoice, it shall provide Y2M with documented reasons within a maximum period of one (1) month from receipt of the invoice concerned. In all cases, the undisputed part of the invoice must be paid on time.

**12.4. Price revision.** Y2M reserves the right to modify its pricing conditions at the end of the current Term. Y2M must inform the Customer in writing at least forty-five (45) days before the new pricing conditions come into effect. These will not be

applied only at the time of automatic renewal at the end of the current Term, unless the Contract is terminated by the Customer under the conditions set out in article 7 below.

## 13. TERM AND TERMINATION

**13.1. Term of Contract.** The Contract comes into force on the Effective Date for an initial term of twelve months.

(12) months (the "**Initial Term**"), then will be automatically renewed for successive periods of twelve (12) months (together, the "**Term**"), unless the Contract is terminated by one of the Parties at least thirty (30) days before the end of the current term.

**13.2. Termination.** Either Party may terminate the Contract at any time in the event of a breach by the other Party of any of its obligations which has not been remedied within thirty (30) days of receipt of formal notice. The intention to terminate the Contract shall be notified by registered letter, without prejudice to the non-defaulting Party's right to obtain compensation for any loss resulting from the breach.

**13.3. Effects of termination of the Agreement.** Upon termination of the Contract, for whatever reason, (i) all sums due to Y2M under the Contract shall become immediately payable, except in the event of termination for default by Y2M, and (ii) the Customer shall immediately cease all use of the Solution and Services.

## 14. REVERSIBILITY

In the event of termination of the Contract for any reason whatsoever, in the event that the Customer so requests, Y2M undertakes to return to the Customer all Customer Data of which the Customer does not itself hold a copy, and will not retain any copy thereof.

Restitution may only be requested from Y2M in writing by registered letter with acknowledgement of receipt no later than fifteen (15) days after the last day of the Contract, in CSV format, it being specified that any request for assistance from the Customer other than in the context of the reversibility or portability of this Customer Data will be invoiced separately to the Customer on the basis of Y2M's price list then in force.



Failing notification within this period, the Customer Data will be deleted within thirty (30) days of the effective termination of the Contract.

## 15. RESPONSIBILITY

- 15.1. The Customer is solely responsible for (i) implementing all necessary procedures and measures to protect its own computer equipment, in particular against viruses and intrusions; (ii) complying with the Prerequisites; (iii) the choice of access provider and/or telecommunications system enabling access to the Solution, the Customer having to take out the necessary subscriptions with the access provider of his choice, the cost of which he will bear; (iv) the designation, from among his staff, of a Y2M contact acting as administrator, for the Customer, of the Service and in particular as regards security aspects. Furthermore, the Customer undertakes to maintain in place Users trained in the use of the Solution for the entire duration of the Contract; (v) errors made by its personnel in the use of procedures enabling them to connect to the Service, in particular concerning means of access and navigation.
- 15.2. The Customer expressly acknowledges having been warned of the fact that the Campaign broadcasting Services are dependent on the Social Networks, which determine at their sole discretion the developments and rules of use of their services. Thus, the Customer expressly accepts that Y2M cannot be held liable if Y2M is unable to provide all or part of the Services exclusively for one or more of the following reasons: (i) disappearance of the Social Networks, (ii) major change in the conditions of use of the Social Networks, (iii) request made by the Social Networks to Y2M to cease using all or part of their services for any reason whatsoever, unless Y2M is at fault. In the cases exhaustively listed above, which result in the Customer being unable to use the Solution under the following conditions

normal conditions, the latter shall be entitled to terminate the Contract immediately.

- 15.3. In no event shall Y2M be liable for any indirect damages (including, but not limited to, loss of profits, loss of business, loss of opportunity, loss, alteration or corruption of data, financial losses related to the time spent to remedy any breach of the Contract, loss of contracts or goodwill, commercial disturbance or any business interruption arising out of or in connection with this Contract) suffered by the Customer which may arise out of or in connection with the performance of the Contract and its consequences.
- 15.4. Y2M shall not be held liable for :
- (i) damage inherent in the operation of the Internet network;
  - (ii) consequences caused exclusively by the Customer, a User or a third party;
  - (iii) any case of force majeure.
- 15.5. In any event, Y2M's liability in the event of damage to the Customer, for any reason whatsoever and whatever the legal basis invoked or retained, all damages combined and cumulated, will be expressly limited and may in no case exceed the sums corresponding to the Price and actually paid by the Customer during the last twelve (12) months preceding the event giving rise to the damage. The Parties agree that this limitation of liability constitutes a determining condition of Y2M's commitment, has been taken into account in determining the Price and in no way alters the balance of the Parties' respective obligations.
- 15.6. However, Y2M's liability may not be excluded or capped in the event of (i) personal injury or damage caused by fraud or gross negligence as defined by case law or (ii) breach by the Service Provider of the eviction warranty.

## 16. INSURANCE

Each of the Parties declares and guarantees that it is insured with a solvent insurance company for all liabilities it may incur under the Contract. Each Party shall bear the premiums and deductibles of the insurance policies it has taken out, and undertakes to notify the other Party of any such premiums and deductibles.



all up-to-date certificates relating to the Contract on each anniversary date of the Contract.

#### **17. FORCE MAJEURE**

The Parties shall not be held liable if the non-performance or delay in performance of any of their obligations under the Contract, with the exception of any obligation to pay, arises from a case of force majeure, within the meaning of article 1218 of the French Civil Code and French case law. The Party invoking force majeure must inform the other Party by any means, followed by written confirmation by registered letter with acknowledgement of receipt, as soon as possible. The Parties shall then meet to consider the consequences of the situation and endeavour to reach a solution acceptable to both Parties, enabling the suspended obligations to be fulfilled. Failing an acceptable solution, and if the effects of force majeure last for more than three (3) months, the Contract may be terminated without notice by either Party.

#### **18. PRIVACY**

Each Party undertakes to take all necessary precautions to maintain the confidentiality of the Confidential Information of the other Party. This undertaking does not apply to information: (i) held by a Party and of which it can prove that it had lawful knowledge without restriction of use prior to receiving it from the other Party; (ii) which has fallen into the public domain other than as a result of non-compliance with the undertaking of confidentiality provided for in the Contract; or (iii) which has been communicated to it by a third party in good faith without such third party having required an undertaking of confidentiality in respect thereof.

Each Party will communicate the other Party's Confidential Information only to persons involved in the provision of the Services covered by the Contract, and only to the extent necessary for their intervention. Subject to compliance with this clause, each Party may nevertheless communicate this Agreement and related documents to its legal counsel, financial or banking partners, statutory auditors, tax authorities in the event of an audit, and possibly to their respective parent companies. The Parties are bound to maintain the confidentiality of the said information by taking all reasonable steps to ensure that it is kept confidential.

They must ensure that all their staff, whatever their status, respect the same obligation of secrecy and confidentiality for all the information referred to above.

This obligation shall continue for the duration of the Contract and for a period of five (5) years thereafter and shall survive the termination of the Contract for any reason whatsoever.

Either Party shall, at any time, at the written request of the other Party, return the Confidential Information or proceed to its final and effective deletion as soon as possible.

The Parties agree that the existence of the Contract may be shared with investors or future investors in Y2M.

#### **19. COMMERCIAL REFERENCE**

The Customer authorizes Y2M to use the distinctive signs (corporate name, trade name, logos and trademarks) of the Customer, as a commercial reference, on its website and in all its commercial and marketing media and documents. The Customer agrees to be included in a case study and/or to provide testimonials on the use of the Services.

#### **20. PERSONAL DATA PROTECTION**

**20.1. Commercial management.** In the context of their contractual relationship, each Party processes on its own behalf, as a separate data controller, personal data concerning the other Party's employees for the purposes of managing the commercial relationship with the other Party. The Parties undertake to comply with the regulations in force applicable to the processing of personal data and, in particular, the European Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016. In particular, each Party undertakes to communicate to its employees the privacy policy provided to it by the other Party. Y2M's privacy policy can be accessed at the following address: <https://app.y2m.io/privacy>

**20.2. Subcontracting.** Insofar as Y2M, as a subcontractor, processes



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personal data on behalf of the Customer, the Parties shall comply with the provisions of Appendix 1 "Data Processing Agreement" and acknowledge that these provisions shall prevail over any obligation or article relating to the protection of personal data included in this Contract.

### 21. ASSIGNMENT OF CONTRACT - INTUITU PERSONAE

As the Agreement has been entered into *intuitu personae*, each Party is prohibited from assigning or transferring, in any manner whatsoever, the rights and obligations arising hereunder without the express prior written consent of the other Party. As an exception to the foregoing, Y2M reserves the right to assign or transfer all or part of the rights and obligations under the Contract to any entity with which it merges or consolidates, or which acquires substantially all of its assets, or in connection with any other transaction involving, by operation of law, under French law, the universal transmission of assets, with full discharge to the assignor in accordance with article 1216-1 of the French Civil Code, which the Customer hereby expressly accepts. Consequently, the Customer may not oppose any assignment or transfer of all or part of the rights and obligations of the Contract in this context, and undertakes to regularize any document relating thereto. Under no circumstances will the assigning Party remain jointly and severally liable with the assignee for the rights and obligations of the assigned or transferred Contract, and in particular for the payment of sums due from the date of such notification.

### 22. INDEPENDENCE OF THE PARTIES

The Parties carry out their activities in complete independence and without any relationship of subordination between them. Y2M's personnel shall remain under its sole and exclusive responsibility, Y2M being the only party entitled to issue directives and instructions.

### 23. APPLICABLE LAW AND DISPUTES

- 23.1. **Applicable law.** The Contract is subject to French law.
- 23.2. **Amicable resolution.** In order to find an amicable solution to any dispute that may arise in the performance of the Contract, the Parties agree to meet within fifteen (15) days of the sending of a registered letter with acknowledgement of receipt by one of the Parties.

- 23.3. **Competent jurisdiction.** If at the end of a period of thirty (30) working days following receipt of the registered letter with acknowledgement of receipt, the Parties are unable to agree on a compromise or a solution, any dispute concerning the validity, interpretation, performance and/or termination for any reason whatsoever of the Contract shall be subject to the exclusive jurisdiction of the courts of the Paris Court of Appeal.

### 24. MISCELLANEOUS PROVISIONS

- 24.1. **Independence of clauses.** If any clause of the Contract is declared null and void, it shall be deemed unwritten, without entailing the nullity of the entire contract by which the Parties remain bound to each other. The Parties undertake to negotiate in good faith the provisions necessary to replace the clauses which may have been cancelled or invalidated for any reason whatsoever.
- 24.2. **No waiver.** The fact that a Party does not claim the application of any provision of the Contract, or tolerates its non-performance, shall under no circumstances be interpreted as a waiver by that Party of its right to exercise its rights, nor shall it confer any right whatsoever on the Party benefiting from such tolerance.
- 24.3. **Notifications.** All notifications or formal notices and, more generally, all correspondence that may be sent by either Party to its co-contractor in connection with the Contract and any amendments thereto shall be sent :
- When addressed to the Customer: to the Customer's address indicated on the Order Form;
  - When addressed to Y2M: 24 rue Duhesme, 75018 Paris.
- All formal notices and other particularly important correspondence must be sent by registered post with acknowledgement of receipt.
- Any change in the address or contact details of a Party must be notified to the other Party.





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within a maximum period of fifteen (15) days. Failing this, notifications, correspondence or faxes sent in good faith to the last known address or number will be deemed valid and will have the effects provided for in the Contract or by the applicable legal provisions.

- 24.4. **Language.** The Contract is drawn up in French. In the case of documents written in another language and in the event of a dispute between the Parties, only the French version will be considered legally valid.
- 24.5. **Electronic signature.** The Parties expressly accept the electronic signature of this Contract, in accordance with articles 1366 and 1367 of the French Civil Code. The Parties agree that the electronic signature of the Contract is equivalent to a handwritten signature and expresses their agreement to comply with the terms and conditions of the Contract.

## **APPENDIX 1 - AGREEMENT ON THE PROTECTION OF PERSONAL DATA**

The purpose of this Agreement on the Protection of Personal Data (the "**Agreement**") is to define the respective roles and obligations of each of the Parties in connection with the processing of personal data by Y2M, as processor, on behalf of the Customer, controller.

In the event of any inconsistency with the terms of the General Terms and Conditions, this Agreement shall prevail.

### **1. DEFINITIONS**

Capitalized terms have the meanings assigned to them below:

"**Agreement**" means this Personal Data Protection Agreement.

"**EEA**" refers to the European Economic Area.

"**Data Protection Regulations**" means the regulations in force applicable to the processing of personal data carried out by the Service Provider on behalf of the Customer under the Contract, in particular: (i) the RGPD and (ii) Law No. 78-17 of January 6, 1978 relating to data processing, files and freedoms as amended.

"**RGPD**" means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

Capitalized terms not defined in this Agreement shall have the meaning given to them in the General Conditions.

Where terms defined respectively in the RGPD appear in this Agreement, they shall be understood as in the RGPD.

This Agreement must be read and interpreted in the light of the provisions of the RGPD. It must not be interpreted in a way that is contrary to the rights and obligations provided for in the RGPD or in a way that infringes the fundamental rights or freedoms of the data subjects.

In the event of any contradiction between this Agreement and the provisions of the General Terms and Conditions, this Agreement shall prevail.

### **2. DESCRIPTION OF PROCESSING AND ROLE OF PARTIES**

Details of the processing operations, and in particular the categories of personal data and the purposes for which personal data is processed on behalf of the Customer, are set out below.

<b>Purpose</b>	Service provision
<b>Nature of operations</b>	Access, collection, hosting, organization, use, analysis, provision, transmission, aggregation, anonymization, deletion
<b>Treatment duration</b>	Contract duration
<b>Processed data</b>	<ul style="list-style-type: none"><li>• Artist identification data and Artist-related Content</li><li>• Fans' e-mail address and/or cell phone number (in the event of subscription to an Artist's newsletter or in order to receive promotional SMS messages)</li></ul>

	<p>from an Artist)</p> <ul style="list-style-type: none"> <li>• Social Networking Data</li> </ul>
<b>Categories of people concerned</b>	<ul style="list-style-type: none"> <li>• Artists</li> <li>• Fans (people who have interacted with the Content, subscribed to an Artist's newsletter or left their contact details to receive news about the Artist)</li> </ul>

The Parties agree that the Customer is the data controller and that Y2M is the sub-contractor.

### **3. GENERAL OBLIGATIONS OF THE PARTIES**

#### **3.1. Y2M commitments**

As a subcontractor, Y2M undertakes to:

- i. comply with data protection regulations;
- ii. process the Customer's personal data solely for the purposes for which it is subcontracted;
- iii. process the Customer's personal data in accordance with the Customer's lawful and documented instructions. If Y2M considers that an instruction constitutes a breach of the Data Protection Regulations, it will immediately inform the Customer. In addition, if Y2M is required to transfer data to a third country or to an international organization under Union law or the law of the Member State to which it is subject, it must inform the Customer of this legal obligation prior to processing, unless the relevant law prohibits such information for important reasons of public interest ;
- iv. guarantee the confidentiality of the Customer's personal data; and
- v. ensure that the persons authorized to process the Customer's personal data undertake to respect confidentiality and receive the necessary training in the protection of personal data.

#### **3.2. Customer commitments**

As data controller, the Customer undertakes to :

- i. comply with data protection regulations;
- ii. provide Y2M with the Customer's personal data required for processing;
- iii. document in writing all instructions concerning data processing by Y2M ;
- iv. ensure, beforehand and throughout the duration of the processing, that Y2M complies with its obligations under the RGPD; and
- v. supervise processing, including audits and inspections at Y2M.

### **4. INFORMATION AND RIGHTS**

It is the Customer's responsibility to provide information to data subjects at the time of collection of their personal data. Y2M undertakes to use appropriate technical and organizational measures to assist the Customer in fulfilling its obligation to respond to requests made by data subjects in order to exercise their rights under personal data protection regulations.

Y2M will inform the Customer without delay of any request to exercise rights made by a data subject, and will only act on written instructions from the Customer. Any operation carried out by Y2M in the context of a request to exercise rights may, where applicable, give rise to additional invoicing, particularly in view of the technical investigations carried out at the Customer's request.

## 5. SECURITY

Y2M specifically undertakes to implement the appropriate technical and organizational security measures in order to guarantee a level of security appropriate to the risk in accordance with the applicable Data Protection Regulations.

Y2M shall notify the Customer of any personal data breach within the meaning of the RGPD within a maximum of seventy-two (72) hours of becoming aware of it. This notification shall be accompanied by any useful information to enable the Customer, if necessary, to notify this breach to the competent supervisory authority. In the event of a personal data breach, Y2M undertakes to carry out all useful investigations into the breaches of protection rules in order to remedy them as soon as possible and to reduce the impact of such breaches on the persons concerned, at no additional cost to the Customer. Y2M undertakes to inform the Customer of its investigations on a regular basis. Y2M undertakes to cooperate actively with the Customer to ensure that it is in a position to meet its regulatory and contractual obligations, at no additional cost to the Customer. It is the sole responsibility of the Customer, as the data controller, to notify the competent supervisory authority and, where applicable, the data subject of the personal data breach.

The present article is without prejudice to the Customer's own obligations in terms of securing personal data.

## 6. OUTSOURCING

The Customer grants a general subcontracting authorization to Y2M, to carry out specific processing activities within the scope of the Contract.

On the Effective Date, Y2M is authorized to use the following subsequent subcontractors:

Subcontractor	Country of location	Subcontracting services
OVH	France	Host
AWS	Luxembourg	Host
Mixpanel	United States	Event analysis
Meta	United States	Campaign production
Google	France	Campaign production
TikTok	United Kingdom	Campaign production
Music Tomorrow	France	Music metadata consultant

Y2M will inform the Customer of any changes concerning the addition or replacement of other subsequent Subcontractors, at least ten (10) working days prior to the change, in order to give the Customer the opportunity to object on a valid ground relating to the protection of personal data. If the Customer has a legitimate objection to the addition of a subsequent Subcontractor and Y2M cannot reasonably find any other solution, it will notify the Customer. The Customer is entitled to terminate the Services concerned, otherwise the Parties will cooperate to find a satisfactory solution. If the Customer does not object within the said period, the subsequent processor concerned may be commissioned to process the Customer's personal data.

Any subsequent subcontractor is required to comply with the obligations of the Contract on behalf of and in accordance with the instructions of the Customer. It is Y2M's responsibility to ensure that the subsequent subcontractor presents the same sufficient guarantees regarding the implementation of appropriate technical and organizational measures so that the processing meets the requirements of data protection regulations. If the subsequent subcontractor fails to meet its obligations with regard to the protection of Personal Data, Y2M remains fully liable to the Customer for the subsequent subcontractor's performance of its obligations.

## 7. TRANSFERS

Y2M undertakes not to transfer the Customer's personal data outside the EEA without the Customer's prior written consent.

The Customer hereby consents to the transfer of personal data to subsequent sub-processors established outside the EEA (if applicable) for the purposes of the strict performance of the Services by Y2M in its capacity as sub-processor, provided that Y2M undertakes to implement appropriate safeguards within the meaning of Article 46 of the RGPD in the absence of an applicable adequacy decision from the European Commission.

## 8. FATE OF PERSONAL DATA

Y2M undertakes to destroy the Customer's personal data within thirty (30) days of the termination date of the Contract. It is the Customer's responsibility to make every effort to save and/or transfer his data to another medium of his choice within this period, in accordance with the terms specified in the Contract.

In the event that Community law or the law of a Member State requires the retention of the Customer's personal data, Y2M will inform the Customer of this obligation. Y2M undertakes to provide the Customer, on first request, with a certificate of deletion of the Customer's personal data.

## 9. ASSISTANCE

Y2M undertakes to assist the Customer in guaranteeing compliance with the obligations set out in Articles 32 to 36 of the RGPD. It is specified that as part of this assistance, certain measures requested by the Customer may be subject to additional billing proportional to the time spent by Y2M's teams in handling the Customer's request.

## 10. AUDIT

Y2M undertakes to provide the Customer with all the information necessary to demonstrate compliance with the obligations set out in the regulations on the protection of personal data.

Y2M undertakes to regularly test and evaluate the security measures implemented. The results of these tests and evaluations will be recorded in an audit report (the "**Report**"). At the Customer's written request, Y2M will provide the Customer, or the auditor appointed by the Customer, with a copy of the latest Report. Y2M also provides the Customer with any additional information it may require concerning the security measures in place, in order to help the Customer fully understand the scope of these measures.

The Customer may have the processing operations implemented by Y2M as a subcontractor for the purpose of performing the Services audited for compliance with the Data Protection Regulations no more than once (1) a year, under the conditions defined below:

- a) The Customer must give Y2M at least ten (10) working days' notice of its intention to have an audit carried out;
- b) The audit will be carried out by an external auditor selected jointly by the Parties for its expertise, independence and impartiality and who is, in any event, not a competitor of Y2M ;
- c) The auditor will be required to sign a confidentiality agreement;
- d) The auditor may inspect Y2M's facilities and systems used to process the Customer's personal data during Business Hours and without disrupting the proper operation of Y2M's business;
- e) An identical copy of the audit report will be given to the parties, who will be able to comment on it;
- f) The costs of the audit will be borne exclusively by the customer.
- g) Upon receipt of the report, Y2M will implement the appropriate corrective measures within a reasonable timeframe in order to ensure compliance with the Personal Data Protection Regulations.

Y2M's Report and information gathered during audit or inspection operations will be considered as Confidential Information and may only be used for the purposes of the audit and any necessary corrective actions, to the exclusion of any other use by the Customer.