GENERAL TERMS AND CONDITIONS

(Last update: July 10, 2026)

This document (the "**General Terms and Conditions**") defines the conditions under which Y2M, a French simplified joint-stock company registered under number 901 305 680 R.C.S. Saint-Brieuc, whose registered office is located at 29 avenue du Léon, 22190 Plérin, France, ("**Ctrl+Reach**"), provides Services to the Customer.

1. DEFINITIONS

"Add-on" means any additional service or option subscribed to by the Customer in addition to its Plan, depending on its needs, and invoiced on a one-off or recurring basis at the rates set out in the Specific Terms or the then-current pricing schedule.

"Advertising Budget" means the amount allocated by the Customer to advertising Campaigns distributed through Social Networks under the Agreement. This budget, separate from the Fees, is used exclusively for the purchase of advertising space from the relevant platforms.

"Agreement" means the contractual framework consisting of the Specific Terms and the General Terms and Conditions, in the order of precedence set forth in Section 2 below.

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

"Audience Data" means the audience segments, profiles, or pools created, enriched, or activated through the Solution.

"Business Hours" means from 9:00 a.m. to 6:00 p.m. (French time) from Monday to Friday included, excluding public holydays in France ("**Business Days**").

"**Business Manager**" means the advertising management interface provided by a Social Network platform that enables a user or entity (the Client, Ctrl+Reach, or an authorized third party) to centrally manage advertising accounts, pages, pixels, and other marketing assets, and to grant access rights to third parties, including Ctrl+Reach.

"Campaign" means the broadcasting of Content according to the strategy defined by the Customer from its account to promote an Artist on the Social Networks.

"**Campaign Fees**" means the variable remuneration payable to Ctrl+Reach for the Services provided in connection with the Customer's Campaigns, calculated by applying the commission rate specified in the Specific Terms to the reference amount set out in Section 15.2. Depending on the Plan subscribed to, the Campaign Fees shall either be payable in addition to the Subscription Fees or, where no subscription applies, be charged on a per-Campaign basis according to the budget actually committed.

"**Cap**" means the amount of Advertising Budget, measured inclusive of commission, covered by the Customer's Plan for a given billing period. Exceeding the Cap shall have the effects set out in Section 15.3.

"Confidential Information" means any document or information of any kind, whether commercial, financial, structural, technical or otherwise, that one Party discloses to the other Party in connection with the Agreement, and that is identified as confidential or should normally, given the circumstances, be considered confidential.

"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 provision of the Services and promotion of the Artists.

"Customer" means any entity or individual acting in a professional capacity, who has subscribed to Ctrl+Reach's Services by accepting these General Terms and Conditions, whether by signing an order form or through any other acceptance method implemented by Ctrl+Reach.

"Customer Data" means all data, information, content, files, or resources provided by the Customer or the Users, including through the Solution or via a third-party integration. This includes audience pools created or imported by the Customer, Content, and any instructions related to Campaigns.

"**Ctrl+Reach Data**" means all data, statistical models, predictive segments, aggregated benchmarks, tools, algorithms, insights, and other resources created or used by Ctrl+Reach independently of any identified Customer, as well as any data resulting from processing or analysis performed by Ctrl+Reach based on Audience Data, in accordance with the provisions of the Agreement.

"**Deliverable**" means any item delivered by Ctrl+Reach to the Customer in connection with the performance of the Professional Services, regardless of its nature, form, or medium.

“Documentation” means all instructions for using the Services communicated in writing to the Customer by Ctrl+Reach or made available to the Customer on Ctrl+Reach’s website or web application (FAQ, explanatory videos, etc.).

“Effective Date” means the date on which the Specific Terms are accepted by the Customer, by any written or electronic means provided for that purpose.

“Fees” means all amounts owed by the Customer to Ctrl+Reach for the Services provided.

“Onboarding Fees” means the initial fees charged to the Customer for the creation, configuration, or activation of advertising accounts used as part of the Solution.

“Parties” means Ctrl+Reach and/or the Customer, as the context requires.

“Performance Data” means the statistics generated through the Solution in relation to the Campaigns carried out on behalf of the Customer, calculated on the basis of operational data collected by Ctrl+Reach and/or the Social Networks.

“Plan” means the level of Service applicable to the Customer, as defined in the Specific Terms.

“Prerequisites” means the technical requirements that the Customer must comply with, as defined in the Documentation and/or the Specific Terms, where applicable, in order to benefit from the Services.

“**Professional Service**” means any supplementary service provided by Ctrl+Reach, distinct from the access to and use of the Solution, which may include, in particular, specific developments, training, advanced configurations, or work performed on the Customer Data.

“Services” means the services provided by Ctrl+Reach to the Customer under the Agreement, including the right to access and use the Solution and/or the Professional Services. The scope of the Services ordered by the Customer is described in the Specific Terms.

“Social Networks” means 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.

“Solution” means the proprietary software made available to the Customer by Ctrl+Reach in SaaS (Software-as-a-Service) mode and enabling the provision of the Services.

“Specific Terms” means the specific conditions agreed upon between Ctrl+Reach and the Customer for access to the Services, regardless of their form (order form, online form, confirmation email, etc.), which supplement these General Terms and Conditions.

“**Specifications**” means the technical and functional requirements agreed upon between the Parties for the creation of a Deliverable, as formalized in a contractual document.

“**Subscription Fees**” means the fixed recurring fee payable by the Customer in respect of its Plan, irrespective of the actual amount of advertising spend incurred. The Subscription Fees shall remain payable, including in the event of suspension or non-use of the Services by the Customer, unless otherwise provided in the Specific Terms.

“Term” means the duration of the Agreement as defined in Section 16.1 hereof.

“Traffic Data” means the data relating to visits, clicks, redirects, browsing events, or user interactions collected through the Solution, including from fanlinks, Campaigns, Ctrl+Reach’s measurement tools, or third-party integrations.

“User” means any individual under the authority of the Customer and benefiting from access to the Solution under the Agreement.

“Wallet” means the credits purchased by the Customer for the payment of Campaigns.

2. CONTRACTUAL DOCUMENTS

The Agreement consists of the following documents presented in descending order of legal value: (a) the Specific Terms and (b) the General Terms and 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 apply between the Parties.

The Agreement is validly entered into upon the Customer’s acceptance of the Specific Terms through the channel made available by Ctrl+Reach, including by signing an order form or, in the case of an online subscription, by expressly confirming its order and accepting these General Terms and Conditions by ticking a checkbox or using any other equivalent method, evidence of which shall be retained by Ctrl+Reach. The Customer represents that it subscribes to the Services exclusively for professional purposes; the Services are not intended for consumers within the meaning of applicable law.

Ctrl+Reach reserves the right to modify these General Terms and Conditions at any time. Unless otherwise specified by Ctrl+Reach, the new version of the General Terms and Conditions shall become effective for the Customer upon renewal of the

Agreement. Ctrl+Reach must inform the Customer of any substantial modifications at least forty-five (45) days before the new General Terms and Conditions comes into effect.
The Specific Terms may only be amended by a written amendment signed by the Parties or, in the case of an online subscription, by the Customer's validation of a change, including a change of Plan, made through the process made available by Ctrl+Reach, evidence of which shall be retained by Ctrl+Reach.

3. DUTY TO INFORM AND ADVISE

In connection with Ctrl+Reach's duty to inform and advise, the Customer acknowledges that Ctrl+Reach's services have been presented to it in detail, including during a demonstration and/or through documented sales materials and/or, in the case of an online subscription, through the Documentation and information made available to it prior to subscription.

Accordingly, the Customer acknowledges and declares it has: (i) received all the Prerequisites, information, advice and warnings necessary for the installation and functional and technical use of the Services; (ii) had sufficient time to familiarize itself with all the Documentation sent to it and has understood all its provisions and the presentation of the Services made to it so that it commits itself with full knowledge of the facts; (iii) ensured the suitability of the Services for its needs; (iv) took the necessary time and had the required skills to assess the suitability of the use of the Services for its needs. The Customer acknowledges that the degree of precontractual information given by Ctrl+Reach is within the limits of Ctrl+Reach'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 payment of the Fees, Ctrl+Reach grants the Customer, for the entire Term, the right to allow Users to access and use the Solution, in accordance with the Agreement and Documentation, for the Customer's internal professional purposes only. Ctrl+Reach warrants that it or its licensors own all intellectual property rights in 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. Ctrl+Reach is and remains the exclusive owner of the Solution. The temporary provision of the Solution under the conditions set out in the Agreement shall not be construed as the transfer of any intellectual property rights whatsoever 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. USE OF 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 with the conditions of use of the Solution, the confidentiality obligations and the Documentation.

The Customer undertakes not to make any use of the Solution that would be detrimental to its proper operation, its security, Ctrl+Reach or any third party. Thus, any use of the Solution not expressly authorized herein is prohibited, except with the express prior written consent of Ctrl+Reach. Unless expressly agreed otherwise in writing by Ctrl+Reach, the Customer is prohibited from (i) using the Solution in any way whatsoever for the purpose of designing, producing, distributing or marketing services similar to those offered by Ctrl+Reach and (ii) renting, lending, sharing, transferring or assigning the Solution, or making it available, whether directly or indirectly, whether for fee or free of charge, except within the scope and limits of the White Label Add-on subscribed to in accordance with Section 15.6 (White Label). In any event, the Customer is prohibited from making any modification or circumvention of a protection code such as, in particular, the identifiers, or any disclosure of these elements to a third party other than a User designated by the Customer and acting under its responsibility and in the context of the performance of the Agreement, whether for a fee or free of charge.

Ctrl+Reach reserves the right to suspend or restrict the access rights and the validity of the identifiers of one or more Users if Ctrl+Reach becomes aware of, or has reasonable grounds to suspect, a breach of the obligation set forth in this Section or any other security obligation by the Customer or a User.

6. PROVISIONS RELATING TO THE SOLUTION

6.1. Description. The Solution enables the Customer to (i) create Campaigns and place insertion orders 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, (iv) share Campaign statistics with the Artists concerned and (v) collect, via API integrations, data from third-party services, such as purchase and consumption data (e.g., ticketing, streaming), personal data (e.g., email address, subscription type), and demographic data (e.g., geographic location).

6.2. Onboarding. It is the Customer's responsibility to create an account to access the Solution from the Ctrl+Reach website app.ctrlreach.co. Ctrl+Reach (remotely) assists 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 its power to keep its identifiers secret and not to divulge them in any form whatsoever. Customer shall immediately notify Ctrl+Reach of any unauthorized use of its identifiers. Ctrl+Reach shall not be liable for any loss or damage resulting from the Customer's failure to protect its login credentials.

6.4. Hosting. Ctrl+Reach provides hosting for the Solution and data, including through the use of 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, its own backup copies of the data sent to it and resulting from the use of the Services. Ctrl+Reach 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. Ctrl+Reach may be required to perform maintenance operations on the Solution. These operations will be scheduled and the Customer will be notified with reasonable notice by email. Any maintenance may result in the suspension or limitation of the Customer's access to the Solution. Ctrl+Reach undertakes to make every effort to ensure that such operations cause the least possible interruption to the Services. Ctrl+Reach may also perform emergency maintenance operations without notice to the Customer.

7. PROVISIONS RELATING TO THE CAMPAIGNS

7.1. Content. It is the Customer's responsibility to provide all Content necessary for the provision of Services and the broadcasting of Campaigns and to ensure that such Content is accurate, complete, up-to-date and lawful.

7.2. Advertising Accounts and Business Manager. To enable the management of Campaigns through the Solution, the Customer must connect to the platform the resources necessary for the performance of the Services (including, without limitation, its advertising accounts, Social Network pages, audiences, catalogs, etc.), in accordance with the technical procedures set out in the Plan or the Specific Terms. Depending on the case, such connection of resources may be made (i) through the Customer's or a third party's Business Manager, by granting Ctrl+Reach the required access rights (as a partner or administrator); or (ii) through Ctrl+Reach's Business Manager, to which the Customer's resources may be linked. The connection of an advertising account shall, in all cases, be carried out under the exclusive supervision of Ctrl+Reach. As from the moment such access is granted to Ctrl+Reach, the Customer agrees not to grant access to the same advertising account to any agency or service provider that is a direct or indirect competitor of Ctrl+Reach, without Ctrl+Reach's prior written consent. Where applicable, Ctrl+Reach may assist the Customer in connecting its initial resources (such as pages or audiences) at no additional cost.

Certain Social Networks may require specific authorizations to be granted to Ctrl+Reach. The Customer agrees to fully cooperate to enable the technical implementation of the Services.

The Customer remains the owner of its resources, even when such resources are connected to Ctrl+Reach's Business Manager. Ctrl+Reach undertakes to use access to the Customer's resources exclusively for the performance of the Agreement, in accordance with the agreed purposes, and shall refrain from transferring, sharing, or disclosing such access to any unauthorized third party.

7.3. Warranties. The Customer represents and warrants that it has all the rights and authorizations (intellectual property, image rights, etc.) to use the Content and to grant access permissions to its advertising accounts and other resources, in accordance with this Agreement.

7.4. Compliance. The Customer shall ensure and is solely responsible for the compliance of its Campaigns and fanlinks with (i) the Agreement, the Documentation and the instructions made available by Ctrl+Reach, (ii) applicable regulations and (iii) the applicable conditions and advertising rules of the Social Networks on which the Campaigns are broadcast.

Ctrl+Reach 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 is found to be in breach with the aforementioned applicable rules. Similarly, the Customer acknowledges that the Social Networks have the right to refuse to broadcast the Campaign if it contravenes their advertising rules, particularly if the Campaign promotes prohibited and/or restricted content. Such withdrawal or refusal to broadcast shall not give rise to any right to compensation on the part of the Customer, it being specified 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 Credit. In order to launch a Campaign, the Customer acknowledges that it must have a sufficient number of credits available in its Wallet when Campaigns are managed through Ctrl+Reach's Business Manager. When Campaigns are managed through the Customer's own Business Manager, payment terms are governed directly by the relationship between the Customer and the relevant Social Network platform. The Customer is solely responsible for ensuring that its advertising account has sufficient funds to ensure the proper execution of the Campaigns. Under no circumstances shall Ctrl+Reach be held liable for any failure or rejection of a Campaign resulting from insufficient funding, payment refusal, or any malfunction of the Customer's advertising account or chosen payment method.

7.6. Commercial Success. Ctrl+Reach does not guarantee the commercial success of Campaigns and cannot be held liable in this respect.

8. SHARING OF ARTISTS AND AUDIENCES

The Solution allows the Customer, at its sole discretion, to share an Artist or associated Audience Data with other clients of the Solution. Such sharing may enable the recipient to access the Campaigns carried out for the shared Artist, to launch its own Campaigns for that Artist, or to use the shared Audience Data in connection with its own campaigns. The Customer may only share Artists and Audience Data that it has created or imported itself, or for which it holds the necessary rights and authorizations. The sharing is carried out under the sole responsibility of the Customer, who remains exclusively responsible for determining the terms, recipients, and any consequences of such sharing.

9. MANDATE

9.1. Missions. Ctrl+Reach places the ad 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.

Ctrl+Reach reports to the Customer on the impact of the Campaigns via the Solution. The Customer is informed that the reports are based on the information transmitted to Ctrl+Reach by the Social Networks and releases Ctrl+Reach from any liability that may arise from the incomplete or inaccurate nature of this information.

9.2. Payment for Ad Space. The invoices related to the Campaigns are sent by the Social Networks to Ctrl+Reach, which pays them after verification.

9.3. Third-Party Account. The Customer shall pay for the Campaigns in advance by depositing sufficient funds into its Wallet.

10. DATA

10.1. Customer Data. The Customer remains the sole owner of all rights relating to the Customer Data and assumes full responsibility for it. The Customer authorizes Ctrl+Reach to access, store, process, and use the Customer Data strictly for the purposes of providing the Services, managing the contractual relationship, and complying with its legal or regulatory obligations.

10.2. Traffic and Audience Data. The Customer agrees that Ctrl+Reach may collect, process, and use Traffic Data generated through the tools made available as part of the Services (including fanlinks, pixels, or third-party integrations), as well as Audience Data created or enriched through the Solution. Such data may be used by Ctrl+Reach for the purposes of improving its Services, building, modeling, or enriching shared or anonymized audience pools, or developing new offerings. This reuse is carried out without ever allowing the identification of the Customer or access by third parties to the Customer's Data, except with the Customer's express consent. It does not involve the direct commercialization of the Customer's Data.

10.3. Performance and Aggregated Data. The Customer authorizes Ctrl+Reach to collect and use the Performance Data derived from the Campaigns, as well as any non-personal and aggregated data resulting from the use of the Services, for statistical analysis, evaluation of Campaign performance, and continuous improvement of the Services. Such data will be processed in aggregated and anonymized form, in a way that does not allow the identification of the Customer or the Users. Ctrl+Reach holds the intellectual property rights over the analyses, models, reports, and results generated from such data, which it may reuse at its discretion, subject to the confidentiality and anonymization obligations set forth above.

11. SUPPORT

Throughout the Term, the Customer is entitled to user support, allowing it to obtain assistance from Ctrl+Reach for any questions related to the use of the Solution or to report any operating anomalies. The support is available during Business Hours, via the online chat accessible from the Solution, or by email (matheo@ctrlreach.co). Ctrl+Reach commits to correcting reproducible anomalies that disrupt the use of the Solution or to providing a workaround solution as promptly as possible.

12. EVOLUTION OF THE SERVICES

Ctrl+Reach reserves the right to upgrade the Services, in particular for legal or technological reasons, in order to create new features or improve existing features 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, Ctrl+Reach undertakes to inform the Customer in writing at least ten (10) days before its implementation. The Parties will discuss in good faith with a view to reaching a commercially reasonable solution. If no solution can be found, the Customer may terminate the Agreement as of right. Such time limits shall not apply if the change is required to ensure compliance of the Services with legal or regulatory provisions, or if such change is essential to ensure the continuity of the Services.

13. BETA TESTING

Ctrl+Reach may offer certain features or Services to the Customer in beta version. In such cases, the Customer voluntarily agrees to test these beta versions and acknowledges that: (a) such beta versions may include known or unknown bugs, errors, and other issues. The Customer accepts these beta versions "as is," without any warranty of any kind; (b) the Customer assumes full responsibility for any consequences or risks, of any nature whatsoever, arising from the use of such beta versions; (c) Ctrl+Reach may discontinue the use of beta versions upon seven (7) days' prior notice; and (d) Ctrl+Reach may delete and/or reset, at any time, the Customer Data contained in such beta versions, without any liability.

14. PROFESSIONAL SERVICES

14.1. Cooperation. The Parties agree to cooperate actively, regularly, and in good faith. Each Party shall promptly inform the other of any difficulty, constraint, or incident that may affect the performance of the Professional Services, so that they may jointly seek an appropriate solution as soon as possible.

The Customer agrees to provide Ctrl+Reach with all information necessary to ensure a proper understanding of its business, needs, constraints, objectives, and operational challenges. In this respect, the Customer shall in particular: (i) inform Ctrl+Reach of any applicable legal or industry-specific requirements, as well as any planned changes to its information system, data volumes, or business activities that may affect the performance of the Professional Services; (ii) provide, within the required timeframes, all information, documents, data, and materials necessary for the performance of the Professional Services, remaining solely responsible for their quality, completeness, and accuracy; (iii) make available the necessary human and technical resources, including qualified and available personnel capable of actively participating in the project and coordinating internal work and that of its other contractors.

The Customer shall appoint an operational contact person, who will act as Ctrl+Reach's single point of contact for managing the Professional Services.

Throughout the performance of the Professional Services, the Parties shall meet regularly to monitor the project's progress. The frequency and format of such meetings shall be defined in the Specific Terms or agreed upon mutually. Ctrl+Reach shall issue minutes after each meeting, which shall be deemed approved unless comments are provided within five (5) business days.

Ctrl+Reach's obligations are conditional upon the timely performance by the Customer of its own obligations. Any delay or failure attributable to the Customer releases Ctrl+Reach from liability in the event of missed deadlines, resource adjustments, or failure to meet objectives. Additional costs directly resulting from such delays may be subject to supplementary invoicing.

14.2. Change Requests. Each Party may propose modifications to the scope or execution terms of the Professional Services. Any change request must be made in writing and clearly describe the proposed modifications. Ctrl+Reach shall review the request (or issue its own proposal) and, within a reasonable timeframe, provide the Customer with an assessment of feasibility and the impact on schedule, resources, and cost.

Ctrl+Reach may reject any modification that would create an unreasonable burden, compromise project consistency, or prove unfeasible or inappropriate given operational or contractual constraints.

Changes shall only be implemented once formally approved in writing by both Parties. In the absence of such written agreement, the Professional Services shall continue under the initial terms.

14.3. Specifications. Where the nature of the Professional Services so requires, particularly in the case of technical or complex Deliverables, Ctrl+Reach shall submit to the Customer draft Specifications describing the applicable functional and technical requirements. The Parties shall work constructively to finalize these Specifications within a reasonable period. Once approved and signed, the Specifications shall form an integral part of the Agreement and serve as the reference framework for performing the Professional Services and assessing the conformity of the related Deliverables.

Where appropriate, Ctrl+Reach may also provide a test plan or equivalent documentation to enable the Customer to verify the Deliverables' compliance with the agreed Specifications.

14.4. Acceptance Testing. Unless otherwise provided in the Specific Terms, the Customer shall have a period of ten (10) calendar days from delivery of each Deliverable to notify Ctrl+Reach in writing of any non-conformity with the acceptance criteria agreed in writing between the Parties. After this period, or in the event of use or production deployment of the Deliverable, acceptance shall be deemed automatically granted. The Customer may not unduly or unjustifiably delay or refuse acceptance. In the event of a dispute, the burden of proof of non-conformity shall rest with the Customer. In the case of a major defect attributable to Ctrl+Reach that renders the Deliverable unusable in accordance with the Specifications, the Customer shall be entitled to reject acceptance. Ctrl+Reach shall then correct such defects as soon as possible, and the Parties shall jointly agree on a new delivery schedule. In the case of minor defects, the Customer may accept the Deliverable with reservations, provided that such defects are clearly notified to Ctrl+Reach. These defects shall be recorded, and Ctrl+Reach undertakes to correct them promptly. Final acceptance shall be deemed granted upon completion of these corrections.

15. FINANCIAL CONDITIONS

15.1. Fees. All Fees are set in the currency indicated on the Specific Terms, 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 will remain the exclusive responsibility of the Customer.

15.2. Subscription Model. Where the Customer subscribes to a Plan, the Fees shall consist of (i) fixed Subscription Fees, invoiced in advance for each billing period and payable irrespective of the advertising spend actually incurred, and (ii) Campaign Fees calculated by applying the commission rate applicable to the Plan, as set out in the Specific Terms. The Campaign Fees and the Cap shall be measured on the same basis, namely the Advertising Budget inclusive of commission, rather than the net cost of purchasing advertising space. Each Plan shall include a Cap on the Advertising Budget covered for the relevant billing period and, where applicable, a volume of Professional Services and support specified in the Specific Terms.

15.3. Cap and Upgrade to a Higher Tier. If the Cap included in the Plan is exceeded, Ctrl+Reach may, subject to prior notice to the Customer, invoice the excess volumes in accordance with the then-current pricing schedule, require the subscription to an Add-on, or upgrade the Customer to the next higher Plan. Unless otherwise agreed by the Parties, any upgrade to a higher Plan shall apply for the remainder of the then-current commitment period, without renewing or extending such period. Any amounts already paid in respect of the initial Plan shall be credited against the amounts due under the new Plan. The Subscription Fees shall remain payable for the then-current commitment period, irrespective of the Customer's actual use of the Services.

15.4. Pay-as-you-go Model. Where the Customer opts for a no-commitment model, the Campaign Fees shall be invoiced for each Campaign based on the budget actually spent, at the commission rate set out in the Specific Terms. Such fees are separate from the amount allocated by the Customer to the purchase of advertising space.

15.5. Add-ons. The Customer may subscribe to Add-ons in addition to its Plan, depending on its needs. Add-ons shall be invoiced on a one-off or recurring basis in accordance with the terms and at the rates set out in the Specific Terms or the then-current pricing schedule. Recurring Add-ons shall be subject to the same billing terms and subscription term as the subscription to which they relate.

15.6. White Label. Where the Customer subscribes to the White Label Add-on, Ctrl+Reach authorises the Customer, by way of exception to Section 5, to make the Solution available to its own end customers under the Customer's brand, strictly within the limits and subject to the conditions set out in the Specific Terms. The Customer shall remain solely responsible for its contractual relationship with its end customers and shall procure that such end customers comply with the provisions of the Agreement relating to the use of the Solution. The Customer shall remain liable to Ctrl+Reach for all Fees payable under the Agreement, including the applicable Subscription Fees and Campaign Fees, irrespective of any amounts invoiced by the Customer to its own end customers.

15.7. Additional Fees. Onboarding Fees, training services and any other Professional Services, as well as payment processing fees and advertising space purchasing costs, including payment service provider fees, shall be invoiced in addition to the Fees applicable to all Plans, in accordance with the terms and at the rates set out in the Specific Terms or the then-current pricing schedule.

15.8. Invoicing and Payment. The Fees shall be invoiced to the Customer in accordance with the Specific Terms.

Unless otherwise provided, invoices are payable within thirty (30) days from the date of issue. In certain cases, immediate payment may be required, depending on the subscription method or the type of Services concerned.

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 notice of default and as of the first day of delay, as well as the payment of a fixed indemnity for collection costs, set at forty (40) euros. If the recovery costs are higher, Ctrl+Reach may request additional compensation upon justification. If the invoice remains unpaid for fifteen (15) days after a formal notice sent by registered letter with acknowledgment of receipt remains unsuccessful, Ctrl+Reach reserves the right to suspend the Services and/or terminate the Agreement.

15.9. Dispute. If the Customer wishes to dispute an invoice, it shall provide Ctrl+Reach with the reasons, in a documented manner, within a maximum of one (1) month from receipt of the relevant invoice. The undisputed part of the invoice must in any case be paid by the deadline.

15.10. Price Adjustment. Ctrl+Reach reserves the right to modify its pricing terms at any time. In the case of a subscription, the new pricing terms shall only apply upon renewal of the subscription, at the end of the current Term. In such case, Ctrl+Reach shall notify the Customer in writing at least forty-five (45) days prior to their effective date. The Customer may then, if it so wishes, terminate the Agreement in accordance with Section 16.1. For Services billed outside of a subscription, the applicable pricing terms shall be those in effect on the date of launch of each Campaign or the provision of the corresponding Services.

16. TERM AND TERMINATION

1.1. Term of the Agreement. The Agreement shall enter into force on the Effective Date for the term specified in the Specific Terms. Unless otherwise stated in the Specific Terms, where the Customer has subscribed to a subscription, such subscription shall be entered into for an initial minimum commitment period of three (3) months. Payment may be made monthly or annually and shall be payable in advance. The subscription shall thereafter automatically renew, unless either Party gives notice of termination at least thirty (30) days before the end of the then-current period. Where the Services are provided without any minimum commitment period, either Party may terminate the Agreement at any time by giving thirty (30) days' prior written notice, unless otherwise provided in the Specific Terms.

1.2. Termination. Each of the Parties may terminate the Agreement 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 a formal notice. The will to terminate the Agreement shall be notified by registered letter with acknowledgement of receipt, without prejudice to the right of the non-defaulting Party to obtain compensation for any loss resulting from the breach.

1.3. Effect of the End of the Agreement. Upon termination of the Agreement for any reason, (i) all amounts due to Ctrl+Reach under the Agreement shall become immediately due and payable, except in the event of termination for breach by Ctrl+Reach of its obligations, and (ii) the Customer shall immediately cease all use of the Solution and Services.

2. REVERSIBILITY

In the event of termination of the Agreement for any reason whatsoever, at the Customer's request, Ctrl+Reach undertakes to return to the Customer all Customer Data for which the Customer does not already hold a copy, and will not retain any copies.

The request for the return must be made in writing by registered letter with acknowledgement of receipt no later than fifteen (15) days after the last day of the Agreement, in CSV format. It is specified that any additional assistance requested by the Customer in the context of the reversibility or portability of this Customer Data will be subject to separate invoicing based on Ctrl+Reach's then-current rate schedule.

If no notification is received within this period, the Customer Data will be deleted within thirty (30) days of the effective termination of the Agreement.

3. LIABILITY

3.1. 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) selecting the Internet provider and/or telecommunications system that enables it to access the Solution, the Customer subscribing to the necessary services from the provider of its choice at its own expense; (iv) designating, among its personnel, a primary contact for Ctrl+Reach who acts as the administrator for the Customer of the Service, particularly regarding the security aspects. Furthermore, the Customer commits to maintaining trained Users on the use of the Solution throughout the Term of the Agreement; (v) errors made by its personnel in using the procedures that allow them to connect to the Service, particularly regarding access and navigation methods.

3.2. The Customer expressly acknowledges that it has been warned that the Campaign broadcasting Services are dependent on the Social Networks, who determine at their sole discretion the developments and rules of use of their services. Thus, the

Customer expressly agrees that Ctrl+Reach shall not be liable in any way if Ctrl+Reach 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 Ctrl+Reach to cease using all or part of their services, for any reason whatsoever, except for fault on the part of Ctrl+Reach. In the cases listed above which result in the Customer being unable to use of the Solution under normal conditions, the Customer shall be entitled to terminate the Agreement immediately.

3.3. Ctrl+Reach shall not under no circumstances be liable for any indirect damages (including, without limitation, loss of profits, loss of earnings, loss of business, loss of opportunity, loss, corruption or alteration of data, financial losses related to time spent in remedying any breach of the Agreement, loss of contracts or goodwill, business interruption or any other interruption of business arising out of or in connection with this Agreement) suffered by the Customer which may arise from or in connection with the performance of the Agreement and its consequences.

3.4. In addition, Ctrl+Reach shall not be liable for: (i) damage inherent to 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.

3.5. In any case, the liability of Ctrl+Reach, in the event of damage to the Customer, for whatever reason and whatever the legal basis invoked or retained, all damages combined and cumulated, will be expressly limited and cannot in any event exceed the sums corresponding to the Fees and effectively 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 Ctrl+Reach's commitment, has been taken into account in the determination of the Fees and does not in any way affect the balance of the Parties' respective obligations.

3.6. However, the liability of Ctrl+Reach shall not be excluded or capped in case of (i) personal injury or damage caused by willful misconduct ("*dol*") or gross negligence ("*faute lourde*") as defined by case law or (ii) breach by Ctrl+Reach of the warranty of eviction.

4. INSURANCE

Each Party declares and guarantees that it is insured with a solvent insurance company for all liabilities that it may incur under the Agreement. Each Party shall bear the insurance premiums and deductibles that it has subscribed to and undertakes to provide it with all up-to-date certificates relating to the Agreement on each anniversary date of the conclusion of the Agreement.

5. FORCE MAJEURE

The Parties shall not be held liable if the nonperformance or delay in the performance of any of their obligations under the Agreement, except for any obligation to pay, is due to a case of force majeure, within the meaning of Article 1218 of the French Civil Code and French case law. The affected Party shall inform the other Party by any means followed by a 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 endeavor to reach a solution acceptable to both Parties allowing the fulfilment of the suspended obligations. In the absence of an acceptable solution and if the effect of the force majeure exceeds the duration of three (3) months, the Agreement may be terminated without notice by either Party.

6. CONFIDENTIALITY

Each Party agrees to take all necessary precautions to maintain the confidentiality of the other Party's Confidential Information. This commitment does not apply to information: (i) held by a Party and which it can demonstrate that it had lawful knowledge of this information without restriction on use prior to receiving it from the other Party; (ii) which is in the public domain other than as a result of a breach of the confidentiality undertaking in the Agreement; and (iii) that would have been communicated to the Party by a third party in good faith without that third party having required a confidentiality undertaking with respect to this information.

Each Party shall communicate the Confidential Information of the other Party only to persons involved in the provision of the Services covered by the Agreement and only to the extent necessary for their intervention. Each Party may nevertheless communicate, subject to compliance with this Section, this Agreement and related documents to its legal counsel, its financial or banking partners, its statutory auditors, tax authorities in the event of an audit and possibly to its respective parent companies.

The Parties shall maintain the confidentiality of such information by taking at least the same steps as they normally take to protect their own Confidential Information and shall require all of their personnel, regardless of their status, to observe the same obligation of secrecy and confidentiality with respect to all of the above information.

This obligation shall be valid for the entire Term of the Agreement and for a period of five (5) years after the termination of the Agreement and shall survive even after the termination of the Agreement for any reason whatsoever.

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

The Parties agree that the existence of the Agreement may be shared with investors or future investors of Ctrl+Reach.

7. COMMERCIAL REFERENCE

The Customer authorizes Ctrl+Reach 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 materials and documents. The Customer agrees to be included in a case study and/or to provide testimonials on the use of the Services. Furthermore, Ctrl+Reach

reserves the right to communicate about Campaigns carried out for the Customer in the context of analyses, case studies, or best practice illustrations, in a strictly anonymous form that does not allow the Customer to be identified, directly or indirectly, unless the Customer has given its express written consent. The Customer also agrees that Ctrl+Reach may contact it to invite participation, if it so wishes, in a case study or to provide a testimonial regarding its use of the Services.

8. PERSONAL DATA PROTECTION

8.1. Business 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 purpose 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 by the other Party. Ctrl+Reach's privacy policy is available at the following address: https://app.ctrlreach.co/privacy.

8.2. Data Processing. To the extent that Ctrl+Reach, as a data processor, processes personal data on behalf of Customer, the Parties shall comply with the provisions of Appendix 1 "Data Protection Agreement" and acknowledge that such provisions shall prevail over any obligation or section relating to personal data protection included in this Agreement.

9. ASSIGNMENT OF THE CONTRACT – *INTUITU PERSONAE*

As the Agreement is entered into *intuitu personae*, each Party shall refrain from assigning or transferring, in any manner whatsoever, the rights and obligations resulting from this Agreement without the express, prior and written consent of the other Party. As an exception to the foregoing, Ctrl+Reach reserves the right to assign or transfer all or part of the rights and obligations under the Agreement to any entity with which it merges or consolidates or which acquires substantially all of its assets, or in the context of any other transaction involving, by operation of law, under French law, the universal transmission of assets ("*transmission universelle de patrimoine*"), with a discharge effect with respect to the assignor in accordance with Article 1216-1 of the French Civil Code, which the Customer expressly accepts by this Section. Consequently, the Customer shall not be able to oppose any assignment or transfer of all or part of the rights and obligations of the Agreement in this context and undertakes to regularize any document relating thereto. Under no circumstances shall the assigning Party remain jointly and severally liable with the assignee for the rights and obligations of the assigned or transferred Agreement, and in particular for the payment of the sums due as from the date of such notification.

10. INDEPENDENCE OF THE PARTIES

The Parties shall carry out their activities in complete independence and without any subordination between them. Ctrl+Reach's personnel shall remain under its full and exclusive responsibility, Ctrl+Reach being the only one entitled to issue directives and instructions to them.

11. APPLICABLE LAW AND DISPUTES

11.1. Applicable Law. The Agreement is subject to French law.

11.2. Amicable Resolution. With a view to finding an amicable solution to any dispute that may arise in the performance of the Agreement, 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.

11.3. 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 Agreement shall be subject to the exclusive jurisdiction of the courts within the jurisdiction of the Court of Appeal of Paris (France).

12. MISCELLANEOUS PROVISIONS

12.1. Independence of Sections. If a section of the Agreement is declared invalid, it shall be deemed unwritten, without entailing the invalidity of the Agreement as a whole, by which the Parties shall remain committed to each other. The Parties undertake to negotiate in good faith the provisions necessary to replace the sections that may have been cancelled or invalidated for any reason whatsoever.

12.2. No Waiver. The fact that a Party does not claim the application of any provision of the Agreement or tolerates the non-performance thereof shall in no way be interpreted as a waiver by this Party to exercise its rights and shall not confer any right whatsoever on the Party that benefits from such tolerance.

12.3. Notices. Any notice or formal communication between the Parties under the Agreement must be made in writing and shall be deemed duly given: (a) on the date of delivery, if hand-delivered against written acknowledgment of receipt; (b) two (2) business days after sending, if transmitted by email, provided that no error or non-delivery notice has been received; (c) on the next business day, if sent by express courier service; or (d) on the date of first presentation, if sent by registered mail with return receipt requested. Notices to Ctrl+Reach must be sent to 24 rue Duhesme, 75018 Paris, with a copy by email to the following address: legal@ctrlreach.co.

12.4. Language. The Agreement is written in English. In case of documents written in another language and in case of conflict between the Parties, only the English version will be considered legally valid.

12.5. Electronic Signature. The Parties expressly agree to the electronic signature of this Agreement, in accordance with Articles 1366 and 1367 of the French Civil Code. The Parties agree that the electronic signature of the Agreement is equivalent to a handwritten signature and expresses their agreement to comply with the provisions of the Agreement.

APPENDIX 1 – DATA PROTECTION AGREEMENT

The purpose of this Data Protection Agreement (the "**DPA**") is to define the respective roles and obligations of each of the Parties with respect to the processing of personal data by Ctrl+Reach, as a data processor, on behalf of the Customer, the data controller.

1. DEFINITIONS AND INTERPRETATION

Capitalized terms have the following meanings:

"Data Protection Regulation" means the regulations in force applicable to the processing of personal data carried out by Ctrl+Reach on behalf of the Customer under the Agreement, in particular: (i) the GDPR and (ii) French Law No. 78-17 of January 6, 1978 relating to information technology, files and freedoms ("*Loi Informatique et Libertés*") as amended.

"DPA" means this Data Protection Agreement.

"EEA" means the European Economic Area.

"GDPR" 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 DPA shall have the meaning given to them in the General Terms and Conditions.

Where terms defined respectively in the GDPR appear in this DPA, they shall be understood as in the GDPR.

This DPA shall be read and interpreted in light of the provisions of the GDPR. It shall not be interpreted in a manner contrary to the rights and obligations under the GDPR or in a manner that infringes the fundamental rights or freedoms of the data subjects.

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

2. DESCRIPTION OF THE PROCESSING OPERATIONS AND ROLE OF THE PARTIES

The details of the processing operations, including the categories of personal data and the purposes of the processing for which personal data are processed on behalf of the Customer, are specified below:

Purpose	Provision of Services
Nature of the Operations	Access, collection, recording, structuration, storage, adaptation, use, analysis, provision, transmission, aggregation, anonymization, removal
Duration of the Processing	Term of the Agreement, extended by the period necessary to close user accounts and/or to comply with applicable legal data retention obligations.
Processed Data	● Artist identification data and Artist-related Content ● Fans' email address and/or cell phone number (in particular when subscribing to an Artist's newsletter or in order to receive promotional SMS from an Artist) ● Social Networks Data
Categories of Data Subjects	● Artists managed by the Customer through the Solution ● Fans (individuals who have interacted with the Content or Campaigns, or who have provided their contact details to follow updates about the Artists)

The Parties agree that the Customer is the data controller and that Ctrl+Reach is the data processor.

3. GENERAL OBLIGATIONS OF THE PARTIES

3.1. Ctrl+Reach's Obligations

As a data processor, Ctrl+Reach undertakes to:

i. comply with the Data Protection Regulation;
ii. process the Customer's personal data only for the purposes for which it outsourced;
iii. process the Customer's personal data in accordance with the Customer's lawful and documented instructions. If Ctrl+Reach considers that an instruction constitutes a breach of the Data Protection Regulations, it shall immediately inform the Customer. In addition, if Ctrl+Reach is required to transfer data to a third country or to an international organization under the law of the Union or the law of the Member State to which it is subject, it shall inform the Customer of this legal obligation prior to processing, unless the law concerned prohibits such information on important grounds of public interest;
iv. ensure the confidentiality of the Customer's personal data; and
v. ensure that the persons authorized to process the Customer's personal data are committed to respecting confidentiality and receive the necessary training on the protection of personal data.

3.2. Customer's Obligations

As a data controller, the Customer undertakes to:

i. comply with the Data Protection Regulation;
ii. provide Ctrl+Reach with the Customer's personal data necessary for the processing;
iii. document in writing any instructions regarding the processing of data by Ctrl+Reach;
iv. ensure, beforehand and throughout the processing, that Ctrl+Reach complies with the obligations set out in the GDPR;
v. and supervise processing, including conducting audits and inspections of Ctrl+Reach.

4. INFORMATION AND RIGHTS OF DATA SUBJECTS

It is the Customer's responsibility to provide information to the data subjects about the processing operations at the time of collection of their personal data. When data is collected through an interface or tool made available by Ctrl+Reach (including, without limitation, fanlinks, forms, or pages generated through the Solution), Ctrl+Reach undertakes to facilitate the provision of the information required by the Customer, in particular by allowing the insertion or display of the Customer's information notices within the relevant interface.

Ctrl+Reach undertakes to assist the Customer, by means of appropriate technical and organizational measures, in fulfilling its obligation to respond to requests made by data subjects to exercise their rights under the personal data protection regulation.

Ctrl+Reach 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 Ctrl+Reach in the context of a request to exercise rights may, if necessary, give rise to additional invoicing, particularly in view of the technical investigations carried out at the request of the Customer.

5. SECURITY

Ctrl+Reach specifically undertakes to implement appropriate technical and organizational security measures to ensure a level of security appropriate to the risk in accordance with the applicable Data Protection Regulation.

Ctrl+Reach shall notify the Customer of any personal data breach within the meaning of the GDPR 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 the breach to the competent supervisory authority. In the event of a personal data breach, Ctrl+Reach undertakes to carry out all useful investigations into the breaches of the 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. Ctrl+Reach undertakes to inform the Customer of its investigations on a regular basis. Ctrl+Reach undertakes to actively collaborate with the Customer to ensure that it is able 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, if applicable, the data subjects of the personal data breach.

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

6. SUB-PROCESSING

The Customer grants a general sub-processing authorization to Ctrl+Reach, to conduct specific processing activities under the Agreement.

As of the Effective Date, Ctrl+Reach is authorized to use the following sub-processors:

Sub-processor	Country of Data Location	Sub-processing Services
AWS	France (Paris)	Hosting
Microsoft Azure	France	Hosting
Meta	United States	Campaign
Google	France	Campaign display
TikTok	United Kingdom	Campaign display
Spotify	Sweden	Campaign display
Posthog	European Union	Platform usage analysis
Mailgun	Europe	Emailing
Microsoft Azure AI Foundry	Sweden	AI model hosting for internal analysis and support tools
Apple Music	United States	Execution of fans' pre-saves
Crisp	European Union	Customer support messaging

Ctrl+Reach will notify the Customer of any changes regarding the addition or replacement of other sub processors at least ten (10) business days prior to the change to provide the Customer with an opportunity to object for legitimate reasons relating to the protection of personal data. If the Customer has a legitimate objection to the addition of a sub-processor and Ctrl+Reach cannot reasonably find an alternative, it will notify the Customer. The Customer is entitled to terminate the affected Services, otherwise the

Parties will cooperate to find a satisfactory solution. If the Customer does not object within the said period, the relevant sub-processor may be instructed to process the Customer's personal data.

Any sub-processor is required to comply with the obligations of the Agreement on behalf of and in accordance with the instructions of the Customer. It is Ctrl+Reach's responsibility to ensure that the sub-processor provides the same sufficient guarantees regarding the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the Data Protection Regulation. If the sub-processor does not fulfill its obligations with respect to the protection of personal data, Ctrl+Reach shall remain fully liable to the Customer for the sub-processor's performance of its obligations.

7. TRANSFERS

Ctrl+Reach will not 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 sub-processors established outside the EEA (if any) for the purpose of the strict performance of the Services by Ctrl+Reach in its capacity as a data processor, provided that Ctrl+Reach undertakes to put in place appropriate safeguards within the meaning of Article 46 of the GDPR in the absence of an applicable adequacy decision by the European Commission.

8. FATE OF PERSONAL DATA

Ctrl+Reach undertakes to destroy the Customer's personal data within thirty (30) days after the end of the Agreement. It is the responsibility of the Customer to make every effort to save and/or transfer its data to another medium of its choice within this period, in accordance with the terms and conditions specified in the Agreement.
In the event that EU law or the law of a Member State requires the retention of the Customer's personal data, Ctrl+Reach will inform the Customer of this obligation. Ctrl+Reach undertakes to provide the Customer, upon first request, with a certificate of deletion of the Customer's personal data.

9. ASSISTANCE

Ctrl+Reach undertakes to assist the Customer in ensuring compliance with the obligations set forth in Articles 32 to 36 of the GDPR. It is specified that in the context of this assistance, certain measures requested by the Customer may be subject to additional invoicing proportional to the time spent by Ctrl+Reach's teams in handling the Customer's request.

10. AUDIT

Ctrl+Reach undertakes to provide the Customer with all the information necessary to demonstrate compliance with the obligations set forth in the personal data protection regulations.

Ctrl+Reach undertakes to regularly test and evaluate the security measures in place. The results of such testing and evaluation will be documented in an audit report (the "**Report**"). Upon written request from the Customer, Ctrl+Reach shall provide the Customer or the auditor appointed by the Customer with a copy of the latest Report. Ctrl+Reach will also provide the Customer with any additional information it may require regarding the security measures in place to assist the Customer in understanding the scope of such measures.

The Customer may conduct an audit, at most once (1) a year, to ensure compliance with the Data Protection Regulation of the processing operations carried out by Ctrl+Reach as a data processor for the purposes of performing the Services under the conditions defined below:

a) The Customer shall notify Ctrl+Reach of its intention to have an audit performed with a minimum of ten (10) Business Days notice;
b) The audit will be conducted 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 Ctrl+Reach;
c) The auditor will be required to sign a confidentiality agreement;
d) The auditor may inspect Ctrl+Reach's installations and systems used to process the Customer's personal data during the Business Hours and without disrupting the operations of Ctrl+Reach;
e) An identical copy of the audit report will be provided to the Parties for their comments;
f) The costs of the audit will be borne exclusively by the Customer;
g) Upon receipt of the report, Ctrl+Reach will implement within a reasonable period of time the appropriate corrective measures to ensure compliance with the Data Protection Regulation.

The Report and information of Ctrl+Reach collected during the audit or inspection operations shall be considered as Confidential Information and may only be used for the purpose of the audit and necessary corrective actions to the exclusion of any other use by the Customer.