

## TERMS OF SERVICE

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### 1. Definitions

- **“Impact Personal Data”** means any personal data collected and/or processed by us on your behalf in connection with the Services.
- **“Impact Track”, “we”, “us” and “our”** mean Impact Track SAS.
- **“Initial Term”** means the initial term of each subscription as specified in the applicable order form.
- **“Platform”** means Impact Track’s platform available at <https://app.impacttrack.org>.
- **“Services”** means our services provided via our Platform.
- **“Terms”** means these terms of service.
- **“Third Party Services”** means any third party websites, services and applications that you may access through the Platform, such as online payment services.
- **“Website”** means our website available at <https://www.impacttrack.org>.
- **“Your Data”** means any data provided by you or collected by us on your behalf in connection with the Services.
- **“Your Personal Data”** means the personal data that we collect directly from you and process for our own purposes, as specified in our Privacy Policy available at <https://impacttrack.org/privacy-en.pdf> .

### 2. Introduction

- 2.1 Welcome to the Platform operated by Impact Track, a company incorporated under the French law, with its registered office located at 20, rue des Olivettes, 44000 Nantes, France, registered under the number 847 973 716 R.C.S Nantes.
- 2.2 These Terms govern your access to and use of our Platform. You hereby acknowledge the Terms and agree to them by clicking on the “I Accept” button or checking the corresponding check box presented with these Terms when initially signing up to access the Platform.
- 2.3 The Terms are available at all times at <https://impacttrack.org/en/legal-notice/> . You may retain a copy of these Terms by downloading or printing them.

2.4 Impact Track reserves the right, at its sole discretion, to change, modify, add or remove any portion of the Terms, in whole or in part, at any time by posting revised Terms. In case of subsequent changes of the Terms, the applicable version will be the one in force on the date of your acceptance.

2.5 These Terms do not apply to the Third Party Services. We are not responsible for the content or practices of Third Party Services and provide links to Third Party Services only for the convenience of our users. We encourage you to carefully review the terms of service of any Third Party Service you access through the Platform.

### 3. **Your use of our Services**

3.1 You represent that you have full authority to purchase our Services. The main features of our Services are presented on the Website.

3.2 You must create an account to use the Services. You are responsible for the information you provide to create this account, the security of your account credentials and any use of your account. If you are aware of any unauthorized use of your account, you shall notify us as promptly as possible.

3.3 Unless otherwise agreed, the Services are purchased on a subscription basis and are subject to usage limits as specified in your order forms.

### 4. **Your Data**

4.1 You own all right, title and interest in and to Your Data.

4.2 All Your Data is deemed confidential and will not be utilized by us for any purpose other than to perform our obligations under these Terms. We do not sell or make available Your Data to any third party, unless otherwise required by a regulation, law or court order.

4.3 You declare to have acknowledged that you are the sole data controller for the Impact Personal Data. The terms governing the processing and security of the Impact Personal Data are provided at **Annex 1 - Data Processing Agreement**.

4.4 We will also collect Your Personal Data. Our Privacy Policy describing and explaining our collection and use of Your Personal Data is available at [insert the URL].

4.5 For the purposes of the Terms, the afore-mentioned terms “personal data”, “data controller” and “processing” have the meaning given in the European Union General Data Protection Regulation 2016/679 (GDPR).

### 5. **Our responsibilities**

5.1 We will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Those safeguards

will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Your Data.

- 5.2 We will be responsible for the performance of our personnel and their compliance with our obligations under the Terms and pursuant to any applicable laws.

## 6. **Your responsibilities**

- 6.1 You are solely responsible for the compliance with the Terms, the related order forms and other relevant documentation by any person that you authorize to access to and use the Services.

- 6.2 You shall be responsible for the accuracy, quality and legality of Your Data that you provide to us in connection with the Services. We reserve the right to remove any data from our Platform that we determine is in violation of the Terms, the applicable laws or third party rights.

- 6.3 You are responsible for backing up Your Data. To the extent that part of Your Data is collected by us on your behalf via our Platform, we will provide appropriate means allowing you to download Your Data from the Platform during the subscription period and within thirty (30) days after the effective date of termination or expiration of your subscription.

- 6.4 You must comply with all applicable laws regarding the use of the Services.

## 7. **Usage restrictions**

- 7.1 The following is a non-exhaustive list of uses that are unacceptable and in violation of the Terms:
- a. Use the Services for illegal purposes;
  - b. Sell, resell, license, sublicense, distribute, make available, rent or lease any Services to third parties without our prior written consent;
  - c. Permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit;
  - d. Make unauthorized use or copies of our intellectual property made available on the Platform or in connection with the Services;
  - e. Upload any data that infringes any copyrights, trademarks, patents, trade secrets or any other intellectual property rights;
  - f. Upload any data that is racist or otherwise extremely offensive to others, including content that aggravates, harasses, threatens, defames or abuses others;
  - g. Modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof;
  - h. Reverse engineer or decompile the Services or access them to build a competitive product or service or to copy any ideas, features, functions or graphics of the Services.

## **8. Intellectual property rights**

- 8.1 We own or are licensed to use all intellectual property rights in the Services and on the Platform, including but not limited to the database, pictures, presentations, studies, drawings, models, methodologies, prototypes and software, made (even upon your request) to provide Services to you. You should thus abstain from any reproduction or exploitation of the said intellectual property, unless otherwise agreed by us in writing or expressly authorised under the Terms.
- 8.2 To the extent permitted by applicable law, we own all intellectual property rights in any work derived from Your Data, including but not limited to the surveys and reports created via our Platform in connection with the Services.
- 8.3 The brand “Impact Track” as well as all related trademarks, domain names, illustrations, pictures and logos appearing on the Website and the Platform, whether registered or otherwise, are exclusively owned by Impact Track and its licensors. Any reproduction, in whole or in part, modification or use of these brands, domain names, illustrations, pictures and logos, for any reason and on whatever media without our prior written agreement is strictly prohibited.
- 8.4 We may mention your name on any document, electronic or other, for reference.

## **9. Licenses**

- 9.1 Subject to your compliance with the Terms and your payment of any applicable fees and unless otherwise specified in your order forms, we grant you a non-exclusive, non-transferrable, personal and revocable license to use our Platform in connection with the Services during the term of your subscription.
- 9.2 Subject to your compliance with the Terms and your payment of any applicable fees, we grant you an exclusive, non-transferrable, personal, royalty-free and revocable license, throughout the world and for the entire legal protection period applicable to the intellectual property rights, to use or commercially exploit, reproduce or allow a third party to reproduce, represent, broadcast, communicate, disclose, modify, adapt, translate, develop, correct, improve, extract, incorporate in any existing or future works, in whole or in part, by all means and in any form, any reports derived from Your Data via our Platform.
- 9.3 You grant us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement, request, recommendation, correction or other feedback provided by you relating to the operation of the Services.

## **10. Fees and payment for subscribed Services**

- 10.1 You will pay all fees specified in order forms. Except as otherwise specified herein or in an order form, (i) fees are based on Service subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, unless otherwise provided for in the Conditions, and (iii) quantities purchased cannot be decreased during the relevant subscription term.
- 10.2 In case of online payment, you will provide us with valid and updated credit card or bank account information. If you provide credit card or bank account information to us, you authorize us to charge such credit card or deduct your payment from your bank account for all subscribed Services listed in the order form for the initial subscription term and any renewal subscription term(s). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable order form.
- 10.3 If the order form specifies that payment will not be completed online, we will invoice you in advance in accordance with the relevant order form. Unless otherwise stated in the order form, invoiced fees are due and payable within thirty (30) days from the invoice date. You are responsible for providing complete and accurate billing and contact information to us and notifying us of any changes to such information.
- 10.4 Any amounts not paid when due shall bear interest at the rate of three (3) times the French legal rate from the due date until paid. Any amounts not paid when due will also give rise to a lump sum of forty (40) euros designed to compensate the debt recovery costs. We reserve the right to suspend our Services until such amounts are paid in full.

## 11. **Suspension**

- 11.1 If we become aware that your use (including the use by any person authorised by you) of the Services are unacceptable and in violation of our usage restrictions under the Terms, we will give you notice of the violation by requesting that you correct the violation. If you fail to correct the violation within 24 hours of our request, then we may suspend all or part of your use of the Services until the violation is corrected.
- 11.2 We may immediately suspend all or part of your use of the Services if: (a) we believe your use of the Services could adversely impact the Services, other customers' use of the Services, or our network or servers used to provide the Services; (b) there is suspected unauthorized third-party access to the Services; (c) we believe it is required to suspend immediately to comply with applicable law. We may lift any such suspension when the circumstances giving rise to the suspension have been resolved. At your request, unless prohibited by applicable law, we will notify you of the basis for the suspension as soon as is reasonably possible.

## 12. **Confidentiality**

- 12.1 For the purpose of the Terms, “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes notably Your Data; our Confidential Information includes but not limited to the Terms and all order forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this “Confidentiality” section apply to Confidential Information exchanged between the parties in connection with the evaluation of Services.
- 12.2 The Receiving Party will not disclose the Confidential Information, except to its affiliates, employees, agents or professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The Receiving Party will ensure that those people and entities use the received Confidential Information only to exercise rights and fulfill obligations under these Terms, while using reasonable care to keep it confidential.
- 12.3 Notwithstanding any provision to the contrary under the Terms, the Receiving Party may also disclose Confidential Information to the extent required by applicable legal process, provided that the Receiving Party uses commercially reasonable efforts to: (a) promptly notify the Disclosing Party of such disclosure before disclosing; and (b) comply with the Disclosing Party's reasonable requests regarding its efforts to oppose the disclosure. Notwithstanding the foregoing, subsections (a) and (b) above will not apply if the Receiving Party determines that complying with (a) and (b) could: (i) result in a violation of legal process; (ii) obstruct a governmental investigation; and/or (iii) lead to death or serious physical harm to an individual. As between the parties, you are responsible for responding to all third party requests concerning your use of the Services.
- 12.4 This confidentiality section shall remain in full force and effect during three (3) years upon expiration or termination of your subscription(s).

### 13. **Representations, Warranties and Disclaimers**

- 13.1 Each party represents and warrants that it will comply with all laws and regulations applicable to its provision, or use, of the Services, as applicable.

13.2 EXCEPT AS EXPRESSLY SPECIFIED UNDER THE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR SUPPLIERS DO NOT MAKE ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. WE AND OUR SUPPLIERS ARE NOT RESPONSIBLE OR LIABLE FOR THE DELETION OF OR FAILURE TO STORE ANY OF YOUR DATA AND OTHER COMMUNICATIONS MAINTAINED OR TRANSMITTED THROUGH USE OF THE SERVICES. YOU ARE SOLELY RESPONSIBLE FOR SECURING AND BACKING UP ALL YOUR DATA COLLECTED AND USED IN CONNECTION WITH THE SERVICES. NEITHER WE NOR OUR SUPPLIERS, WARRANT THAT THE OPERATION OF THE PLATFORM OR THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED. NEITHER THE PLATFORM NOR THE SERVICES ARE DESIGNED, MANUFACTURED, OR INTENDED FOR HIGH RISK ACTIVITIES. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS.

14. **Limitation of liability**

14.1 NEITHER PARTY WILL BE LIABLE UNDER THE TERMS FOR INDIRECT DAMAGES, LOST REVENUES, LOST PROFIT, LOSS OF OPPORTUNITIES OR LOSS OF DATA.

14.2 WE SHALL NOT BE HELD LIABLE UNDER THE TERMS FOR MORE THAN THE AMOUNT PAID BY YOU TO US UNDER THE TERMS DURING THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

15. **Indemnification**

15.1 You shall indemnify and hold us and our licensors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with: (i) a claim alleging that use of Your Data infringes the rights of, or has caused harm to, a third party; (ii) any violations by you of your representations and warranties; or (iii) a third party claim arising from the breach by you of the Terms, provided in any such case ((i), (ii) and (iii)) that we (a) give written notice of the claim promptly to you; (b) give you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release us of all liability and such settlement does not affect our business or Service); (c) provide to you all available information and assistance; and (d) have not compromised or settled such claim.

15.2 We shall indemnify and hold you harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or in connection with a claim alleging that the Service directly infringes upon third party intellectual property rights, provided that you (a) promptly give written notice of the claim to us; (b) give us sole control of the defense and

settlement of the claim; (c) provide us with all available information and assistance; and (d) have not compromised or settled such claim.

- 15.3 We shall have no indemnification obligation, and you shall indemnify us under the Terms, for claims arising from any infringement arising from the combination of the Service(s) with any of your products, service, hardware or business process.

## 16. **Term and Termination**

- 16.1 These Terms will be effective on the date you accept them in accordance with Section 1 and will continue in force until all subscriptions hereunder have expired or have been terminated. As an exception, the Data Processing Agreement provided at **Annex 1** will remain in force until the deletion of all your Impact Personal Data.
- 16.2 Except as otherwise specified in the related order forms, subscriptions to our Services will automatically be renewed after the Initial Term, on an annual basis, unless terminated in writing by either Party no later than ninety (90) days before its anniversary date as specified in the applicable order form.
- 16.3 Either party may terminate a subscription if: (i) the other party is in material breach of the Terms and fails to cure that breach within thirty (30) days after receipt of written notice; (ii) the other party ceases its business operations or becomes subject to insolvency proceedings and the proceedings are not dismissed within ninety (90) days.
- 16.4 If a subscription is terminated by you in accordance with the section 16.3 (i) above, we will refund you, *pro rata*, the prepaid subscription fees covering the remainder of the Services specified in the related order form after the effective date of the termination.
- 16.5 If a subscription is terminated by us in accordance with the section 16.3 (i) above, you are not entitled to any prepaid subscription fees and shall pay any unpaid fees covering the remainder of the term of the related order form. In no event will termination relieve you of your obligation to pay any fees payable to us for the period prior to the termination.
- 16.6 Upon request by you made within thirty (30) days after the effective date of termination or expiration of your subscription, we will make Your Data available to you for export or download. After that thirty (30)-day period, we will have no obligation to maintain or provide Your Data, and will therefore delete or destroy all copies of Your Data in our Platform or otherwise in our possession or control, unless legally prohibited.
- 16.7 The following sections of the Terms will survive expiration or termination of your subscription(s): 8, 9, 12, 13, 14, 15, 16 and 17.



17. **Miscellaneous**

- 17.1 **Notices.** All notices must be in writing. The email address for notices being sent to us is [contact@impacttrack.org](mailto:contact@impacttrack.org) . Notices will be treated as given on receipt as verified by written or automated receipt or by electronic log (as applicable).
- 17.2 **Assignment.** We may freely assign all or part of our rights and obligations under these Terms to any third party without your prior consent.
- 17.3 **Subcontracting.** We may subcontract all or part of the Services without your prior consent.
- 17.4 **Force Majeure.** Neither party will be liable for failure or delay in performance to the extent caused by circumstances beyond its reasonable control.
- 17.5 **No Agency.** No agency, partnership or joint venture will be created between you and us under these Terms.
- 17.6 **No Waiver.** Neither party will be treated as having waived any rights by not exercising (or delaying the exercise of) any rights under the Terms.
- 17.7 **Severability.** If any term (or part of a term) of the Terms is invalid, illegal, or unenforceable, the rest of the Terms will remain in effect.
- 17.8 **Waiver:** No failure to exercise or delay in exercising or enforcing any right or remedy under the Terms shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under the Terms shall preclude or restrict the further exercise or enforcement of any such right or remedy.
- 17.9 **Remedies:** Except as otherwise expressly provided for, each and all of the rights and remedies provided under the Terms, and each and all of the remedies allowed at law, shall be cumulative, and the exercise of one right or remedy shall not be exclusive of the right to exercise or resort to any and all other rights or remedies provided in the Terms or at law.
- 17.10 **Governing Law and Disputes.** The present Terms shall be governed by the laws of France. All disputes arising out of or in connection with the Terms shall be subject to the exclusive jurisdiction of the Courts of Paris, France.
- 17.11 **Entire Agreement.** These Terms, the order forms and other related documentation constitute the entire agreement and understanding between you and us.

17.12 Conflicting Terms. If there is a conflict between the documents that make up the entire agreement, the documents will control in the following order: (1) the order form(s), (2) the Terms, and (3) other documentation. If there is a discrepancy between the English text and the French text, the English text will govern.

## ANNEX 1

### Data Processing Agreement ("Agreement")

Unless otherwise defined below, all capitalised terms used in this Agreement will have the meanings given to them under the Terms of Service.

#### WHEREAS

- (A) Pursuant to Section 4.3 of the Terms, you (the "**Controller**") have appointed Impact Track (the "**Processor**") to provide the Services via the Platform. In performing its obligations under the Terms, the Processor will collect and process Impact Personal Data on behalf of the Controller.
- (B) The Controller will remain the Controller with regard to the processing of Impact Personal Data and the Processor does not have any independent control over the Impact Personal Data to be processed by the Processor on behalf of the Controller.
- (C) This Agreement is being put in place to ensure that the Processor collects and processes Impact Personal Data on behalf of the Controller in accordance with the Controller's instructions, this Agreement and in compliance with all applicable data protection laws, including the GDPR ("**Data Protection Laws**").

#### THE FOLLOWING IS HEREBY AGREED:

- 1. Definitions
  - 1.1 For the purposes of this Agreement, the following expressions bear the following meaning:
    - (a) "**Agreement**" means this data processing agreement including its appendix;
    - (b) "**Authority**" means the French Data Protection Authority (the CNIL and any successors);
    - (c) "**Data Subject Requests**" means request(s) of data subject(s) to access, rectify, change, delete or port personal data or to restrict or object to the

processing of personal data, or any other rights granted to data subjects under the GDPR;

- (d) **"Effective Date"** means the date when you accept the Terms in accordance with Section 2.2 of the Terms;
- (e) **"Security Breach"** means all actual or suspected personal data breaches, unauthorized access, loss, misuse, damage or any other breach of the security, confidentiality or integrity of the personal data processed by the Processor or its sub-processor(s) on behalf of the Controller.

1.2 In this Agreement, the terms "data subject", "personal data", "process/processing", "personal data breach" and "data protection impact assessment" are as defined in the GDPR.

## 2. **SCOPE OF THE PROCESSING**

The details of processing carried out by the Processor are set out in **Appendix 1**.

## 3. **TERM OF THE AGREEMENT**

This Agreement will take effect from the Effective Date of the Terms and remain in force until, and automatically expire upon, deletion of all Impact Personal Data by the Processor, unless instructed otherwise by the Controller.

## 4. **CONTROLLER'S OBLIGATIONS**

- 4.1 The Controller shall obtain and maintain any required consents necessary to permit the collection and the processing of Impact Personal Data and comply with any other obligations under all applicable Data Protection Laws with regard to the processing of Impact Personal Data.
- 4.2 The Controller acknowledges that it is solely responsible for determining the adequacy of the security measures in relation to the processing of Impact Personal Data.

## 5. **PROCESSOR'S OBLIGATIONS**

### 5.1 Instructions and advice

The Processor shall:

- (a) act only on documented instructions and directions from the Controller, which the Controller may change at any time, and in accordance with the terms of this Agreement. The Controller may at any time suspend the processing by the Processor;

- (b) only process the personal data for the purpose of carrying out the Services and not process the personal data for its own purposes without the prior written consent of the Controller;
- (c) maintain a record of its processing activities under this Agreement and make it available to the Authority on request in compliance with Article 30 of the GDPR; and
- (d) abide by any specific advice of authorities addressed to the Processor with regard to the processing of Impact Personal Data, subject to prior notification to the Controller.

The Processor will have no liability for any harm or damages resulting from its compliance with the instructions received from the Controller.

## 5.2 Notification

Unless the Processor is prohibited from doing so (in which case the Processor shall inform the Authority and comply with the instructions given by the Authority), the Processor shall immediately notify the Controller or its European representative when:

- (a) it becomes aware of any Security Breach;
- (b) it receives a request for disclosure of personal data;
- (c) applicable law to which it is subject requires it to process the personal data other than in accordance with the Controller's instructions and this Agreement;
- (d) it is of the opinion that an instruction from the Controller violates the Data Protection Laws, this Agreement or any other applicable law to which it is subject; or
- (e) it receives a complaint, request or other communication of a data subject or the Authority, including Data Subject Requests, without responding to the complaint, request or communication.

## 5.3 Assistance and cooperation

The Processor will provide reasonable assistance and cooperate with the Controller in complying with the Controller's obligations under applicable Data Protection Laws, notably including the obligations:

- (a) in relation to investigating, restoring and promptly notifying the Authority and/or data subjects of personal data breaches;

- (b) to carry out data protection impact assessments or audits of the processing activities carried out by the Processor on behalf of the Controller;
- (c) to respond to Data Subject Requests and complaints and requests from the Authority; and
- (d) to consult with the Authority prior to the processing in relation to processing activities subject to data protection impact assessments.

In any event, the Controller is solely responsible for carrying out its obligations in accordance with Data Protection Laws.

#### 5.4 Processor personnel

The Processor guarantees that all persons with access to the Impact Personal Data, or otherwise involved in the processing of Impact Personal Data, on behalf of or as instructed by the Processor, are made aware of the Controller's instructions and the confidentiality of Impact Personal Data. In this regard, the Processor will:

- (a) take reasonable steps to ensure the reliability of all these persons;
- (b) ensure that all these persons have signed a confidentiality agreement or are under an appropriate statutory obligation of confidentiality;
- (c) ensure that all these persons will keep the Impact Personal Data confidential after termination of this Agreement and/or after completion of the processing activities;
- (d) ensure that none of these persons will process the Impact Personal Data except under instructions from the Controller; and
- (e) provide necessary training to these persons with respect to their obligations under this Agreement and Data Protection Laws, and ensure that these persons are aware of and comply with such obligations.

#### 5.5 Data security measures

The Processor will:

- (a) not disclose the Impact Personal Data to any third party unless (a) it is strictly necessary for the performance of the Services, (b) it is necessary to comply with applicable law to which it is subject, or (c) the Controller has provided prior written consent;
- (b) not process the Impact Personal Data outside of IT systems determined by the Controller and will use any technical security measures put in place by the Controller to secure the Impact Personal Data;

(c) implement and maintain all appropriate organizational and technical measures:

- (i) to protect the security and confidentiality of the Impact Personal Data processed by the Processor in connection with the Services; and
- (ii) to protect the Impact Personal Data against accidental or unlawful processing, including destruction or loss, alteration, unauthorized disclosure or access,

taking into account the nature of any risks and the level of damage and/or distress that a data subject might suffer from any breach of confidentiality or accidental or unlawful processing. These measures shall include the security measures agreed upon by the Parties in **Appendix 2**.

(d) without undue delay, notify the Controller of a Security Breach and cooperate with the Controller in handling and managing any reasonable obligations which may apply to the Controller further to a Security Breach.

## 6. DATA SUBJECT RIGHTS

6.1 The Processor will put in place appropriate technical and organizational measures to assist the Controller in complying with its obligations to respond to Data Subject Requests.

6.2 The Processor will immediately notify the Controller of any Data Subject Request received directly from the data subject. The Controller will be solely responsible for responding to any Data Subject Requests forwarded by the Processor.

## 7. AUDITS

7.1 The Processor will make available to the Controller all information necessary to demonstrate the Processor's compliance with the obligations laid down in this Agreement.

7.2 The Processor shall authorize and contribute to audits, including inspections by the Controller or another auditor mandated by the Controller. Such audits may be conducted at reasonable intervals (i.e. no more than once per year), with a prior notice of at least thirty (30) days. The Controller shall bear the costs of such audits.

## 8. SUB-PROCESSING

8.1 The Controller authorizes the Processor to engage sub-processors to fulfill its obligations under this Agreement. The information about these sub-processors is available at <https://impacttrack.org/en/legal-notice/>.

- 8.2 When engaging any sub-processor, the Processor will ensure via a written contract requiring that the sub-processor abide by the same obligations under the Agreement.
- 8.3 The Processor remains fully liable for all obligations subcontracted to, and all acts and omissions of, the sub-processor.
- 8.4 The Controller may object to the Processor's proposed use of a new sub-processor by notifying the Processor in writing within ten (10) days from receipt of the Processor's written notice specifying the name of the relevant sub-processor and the activities it will perform. The Processor shall notify the Controller within thirty (30) days from receipt of the Controller's objection notice of its final decision regarding the use of the sub-processor at issue. The Controller may terminate its subscription upon written notice to the Processor within fifteen (15) days from receipt of the Processor's notification of its intention to engage the sub-processor at issue and, as the Controller's sole and exclusive remedy, the Processor will refund the Controller, *pro rata*, the prepaid subscription fees covering the remainder of the Services specified in the related order form after the effective date of the termination.

## 9. DATA TRANSFERS

- 9.1 If the storage and/or processing of Impact Personal Data by the Processor involves transfers of such data to a sub-processor established in a country outside of the European Economic Area (EEA) without an adequate level of protection, the Processor will ensure that the sub-processor at issue abide by any lawful mechanism for the data transfer as approved by the European Commission, including but not limited to the EU Standard Contractual Clauses and the EU-US privacy shield framework.
- 9.2 A list of transfers for which the Controller grants its authorisation upon the conclusion of the Terms and of this Agreement is available at <https://impacttrack.org/en/legal-notice/> . The Processor shall promptly notify the Controller of any planned permanent or temporary transfers outside of the EEA, which may be refused by the Controller in accordance with Section 8.4 of the Agreement.

## 10. LIABILITY

The total combined liability of either party under the Agreement will be limited to the liability cap set forth in Section 14.2 of the Terms.

## 11. DELETION OF IMPACT PERSONAL DATA

- 11.1 Upon termination or expiration of the Controller's subscription of the Services, the Controller will continue to have the ability to retrieve the Impact Personal Data within thirty (30) days following the effective date of termination or expiration. After that 30-day period, the Processor will delete all Impact Personal Data, unless prohibited by laws, court orders or regulatory requirements.

11.2 If the Processor cannot delete or return the Impact Personal Data due to legal or regulatory requirements, the Processor will immediately inform the Controller and will take all necessary steps to ensure that the Impact Personal Data concerned is kept confidential and will not be further processed.

**12. GOVERNING LAW AND JURISDICTION**

12.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by the law of France.

12.2 The Parties irrevocably agree that the courts of Paris will have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).



## **Appendix 1**

### **Details of data processing**

#### **NATURE AND PURPOSE OF PROCESSING**

The Processor will process Impact Personal Data for the purpose of providing the Services in accordance with the Terms.

#### **DATA SUBJECTS**

Data subjects include the individuals whose personal data is collected by the Processor on behalf of the Controller via the Platform or directly submitted by the Controller to the Services.

#### **CATEGORIES OF PERSONAL DATA**

The categories of Impact Personal Data will be solely determined by the Controller.

#### **SPECIAL CATEGORIES OF PERSONAL DATA**

Special categories of personal data may be collected and processed by the Processor as instructed by the Controller, the extent of which will be solely determined by the Controller in compliance with Data Protection Laws.

#### **DURATION OF THE PROCESSING**

The Processor will process the Impact Personal Data for the time necessary to provide the Services in accordance with the Terms and the Controller's instructions, unless otherwise required by applicable laws.

#### **PROCESSING OPERATIONS**

All activities necessary for the performance of the Agreement, which may include but not limited to collection, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

#### **SUB-PROCESSORS AND DATA TRANSFERS**

The list of transfers to sub-processors in third countries, including countries outside the EEA without an adequate level of protection, is available at <https://impacttrack.org/en/legal-notice/> .

## **Appendix 2**

### **Security Measures**

The Processor shall:

1. ensure that the Impact Personal Data can be accessed only by authorized personnel for the purposes set forth in Appendix 1 of this Agreement;
2. take all reasonable measures to prevent unauthorized access to the Impact Personal Data through the use of appropriate physical and logical (passwords) entry controls, securing areas for data processing, and implementing procedures for monitoring the use of data processing facilities;
3. build in system and audit trails;
4. account for all the risks that are presented by processing, for example from accidental or unlawful destruction, loss, or alteration, unauthorized or unlawful storage, processing, access or disclosure of Impact Personal Data;
5. maintain the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
6. maintain the ability to restore the availability and access to Impact Personal Data in a timely manner in the event of a physical or technical incident;
7. implement a process for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing of Impact Personal Data;
8. monitor compliance on an ongoing basis; and
9. implement measures to identify vulnerabilities with regard to the processing of Impact Personal Data in systems used to provide Services to the Controller.