

# Ipsos Synthesio Sales Agreement

**CONTRACTUAL TERM: 12 MONTHS**

**POINTS OF CONTACT DESIGNATED BY THE CLIENT:**

|                                       |  |
|---------------------------------------|--|
| Title/Role within Client organisation |  |
| Last Name, First Name                 |  |
| Email                                 |  |
| Phone                                 |  |

**AGREEMENT.** Between [CLIENT REGISTERED COMPANY NAME], having its registered address at [ ], “Client”, and Ipsos MORI UK Limited registered in England with number 1640855 and with its registered address at 3 Thomas More Square, London, E1W 1YW (“Ipsos”).

The Client and Ipsos are also referred to individually as a “Party” and collectively as the “Parties”.

**1. DEFINED TERMS.** For purposes of this Agreement:

**Affiliate:** means in relation to a person, any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, Control, are Controlled by, or are under common Control with this person.

**Agreement:** means this document, together with its appendices, in decreasing order of priority (unless the Agreement otherwise expressly specifies):

- **Appendix 3: Personal Data Protection and its Schedule A**
- **This main agreement document**
- **Appendix 1: Product Description**
- **Appendix 2: Financial Terms**

As well as to any future amendment supplementing it. The Client's general terms of purchase are expressly excluded from this Agreement.

**Applicable Data Protection Laws:** means the applicable legislation in the relevant jurisdiction, relating to privacy and/or the protection of personal data in force, and as amended, from time to time, for example, but not limited to, the Regulation (EU) 2016/679 (General Data Protection Regulation or GDPR), the Data Protection Act 2018 and the UK GDPR and, where applicable, any legislation adopted within the European Union and nationally that may apply to Personal Data processed within the scope of the Agreement.

**Control/Controlled:** means the capacity, directly or indirectly to hold 51% or more of the nominal value of the issued share capital or 51% or more of the voting power at General Meeting, and either (i) has the power to appoint the majority of directors, or (ii) when by contract or otherwise, can direct or cause the direction, or the management or the activities of such Affiliate from time to time.

**Contractual Term:** means the duration of the initial contractual period featured on the cover page hereof and any extension or renewal thereof.

**Effective Date of Agreement:** shall mean date Ipsos commences Services as set out in Appendix 1.

**Information Data:** means third-party information produced by the Client using the Product(s).

**Ipsos Applications** means the software developed by Ipsos to provide the Product, comprising:

- the architecture and software making up the monitoring and engagement platforms made available to the Client by Ipsos in software as a service mode;
- all developments; and
- all updates, upgrades and enhancements made available hereunder.

**Payment Due Date:** shall have the meaning as set out in **Appendix 2**.

**Personal Data, Data Controller, Data Processor, Data Subject, Processing, Subprocessor** and other terms used in the Agreement shall have the meaning set out in **Appendix 3**.

**Product:** the product and/or service as described in **Appendix 1**.

**Services:** means any service related to the Ipsos Applications to be provided by Ipsos, such as analytic services, consulting and maintenance.

## **2. PURPOSE**

The purpose of this Agreement is to define the terms and conditions of implementation and supply of the Ipsos Applications described in **Appendix 1**.

## **3. PAYMENT FOR THE IPSOS APPLICATIONS AND THE SERVICES**

Client shall pay the fees (the "**Fees**") for the Ipsos Applications set out in **Appendix 2**. Except as otherwise specified, the Fees are based on the Ipsos Applications and not on actual usage.

If on expiry of the Payment Due Date as set out in Appendix 2 any invoice remains unpaid, Ipsos will add and invoice a surcharge of 2.5% for each month or part month during which the monies have not been received. Where the Agreement involves receipts or payments in foreign currency, Ipsos shall have the right to increase the Fees and issue an additional invoice, if on the Payment Due Date, the rate of exchange of the two currencies has changed so that the value of the currency specified in the invoice compared to sterling has increased by more than 1% from the Effective Date of Agreement. The applicable exchange rates shall be those published in the Financial Times (or if published in any equivalent source) on the Effective Date of Agreement and the Payment Due Date. In either case such invoice shall be due 30 days after the date of the invoice.

Ipsos reserves the right by giving notice to the Client at any time before delivery, to increase the price of the Services (or any related out of pocket expenses) to reflect any increase in the cost to Ipsos which is due but not limited to any factor beyond the control of Ipsos, including, but not limited to any request by Client for a change in delivery dates, quantities, specifications or scope of the Services, any delay caused by instructions of the Client, failure of the Client to give Ipsos accurate information or instructions, or any changes in the law.

## **4. EFFECTIVE DATE AND TERM**

The Agreement shall come into force upon the signature by both parties. The Contractual Term shall commence on the Effective Date of Agreement and shall subsequently renew automatically for successive periods of a duration equal to the initial Contractual Term, unless the Client or Ipsos sends a termination notice at least 30 days before the expiration of the Contractual Term.

## **5. OBLIGATIONS OF THE PARTIES**

The Parties agree to collaborate closely and regularly on the scope of the Agreement and to communicate any information, event or difficulty of which they have knowledge that may impact upon the supply of the Ipsos Applications.

The Client agrees:

- To ensure to the fullest extent possible the stability of the points of contact designated to represent it, such persons to have the requisite competence and authority to take any useful decision for the smooth performance of the Agreement.
- To pay the Fees according to the financial terms attached at **Appendix 2**.
- Not to merge or otherwise integrate the Ipsos Applications with other computer applications, or in any way make available the Ipsos Applications to any third-party company, for or without valuable consideration, without Ipsos' prior express consent. As an exception to the foregoing, the Client may make the Ipsos Applications available to its Affiliates, on the express condition of previously notifying Ipsos in writing.
- Not to extract a substantial portion of Ipsos' database, unless with Ipsos' prior express written consent.
- To be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to Ipsos' data centres.
- To be solely responsible for any problems, conditions, delays, delivery failures and for all other loss or damage arising from or relating to the Client's network connections or telecommunications links or caused by the internet.

Ipsos agrees to:

- Report to the Client any matter which will compromise due performance of the Ipsos Applications.
- Ensure to the fullest extent possible the stability of its business manager or other point of contact.
- Advise the Client on any choice or request made by it that could affect the performance of the Services.
- Provide the Ipsos Applications with due care and skill, although this undertaking shall not apply to the extent of any non-conformance which is caused by use of the Ipsos Applications contrary to Ipsos' instructions. However, it is expressly agreed that considering the considerable volume of information passing over the Internet, the Ipsos Applications offered by Ipsos do not purport to cover all content available on the Internet nor does Ipsos warrant that the Client's own use of the Ipsos Applications will be error free.

Ipsos is free to organise in its sole discretion and at any time the selection of the source of the Information Data and of the providers of such Information Data. Ipsos is not liable for any change in the provision of the Information Data. Client acknowledges and agrees that Ipsos is not committed to supply any specific volume of Information Data.

## **6. SUSPENSION OF SERVICES**

Without prejudice to clause 3, if any amount owing by the Client under this Agreement is fifteen (15) or more days overdue and such non-payment is not due to a bona fide dispute between Client and Ipsos, Ipsos may provide Client with notice of non-payment specifying an intent to suspend the Service and if payment is not made within five (5) days after such notice, without limiting its other rights and remedies, suspend the Services to Client until such amounts are paid in full.

Ipsos will be able to suspend the access to the Services subject to ten (10) days prior notification to Client for the following events:

- scheduled maintenance;
- failure by the Client to pay the Fees for the Ipsos Applications in a timely manner;
- failure of hardware, software or other equipment provided by the Client and used in connection with the Ipsos Applications;

Ipsos will be able to suspend the access to the Services immediately (but shall notify the Client as soon as possible) for the following events:

- an emergency event requiring, in the reasonable opinion of Ipsos, a suspension to protect its network or a part of the Ipsos infrastructure;
- emergency maintenance;
- misuse, contractual breach or unlawful use by the Client of the Ipsos Applications; or
- the suspension is required by any applicable laws, regulations or by a court decision.

Ipsos shall not be liable for any justified interruption or suspension of the Services if and to the extent such interruption or suspension of the Services is caused by the cases above. Unless the suspension was caused by an action of Client, Ipsos will provide all reasonable efforts to restart the Services promptly as possible and to mitigate the impact of the suspension.

## **7. MODIFICATIONS**

If Client requests any modifications to the specifications or the scope of the Services or to the Product, such modifications must be agreed to in writing by the Parties before the commencement of any work related thereto, including, without limitation, any additional charges to Client associated with such modifications.

## **8. INTELLECTUAL PROPERTY**

Information Data may be protected by authors' rights, copyright, image rights or by any other legislation that may be applicable. The Client has sole responsibility for any use of the Information Data outside the format proposed by Ipsos and shall indemnify and hold Ipsos and its Affiliates harmless from and against any third-party claim based on unlawful use or for a use which is not compliant with the terms of this Agreement of the Information Data referenced by Ipsos.

Ipsos Applications are and shall remain the exclusive property of Ipsos. Ipsos grants a non-exclusive, non-transferrable license to the Client (and, as the case may be, to Client's Affiliates declared and evidenced by the Client), for use of the Ipsos Applications only for the Client's use of the Services. The Client agrees not to reproduce, alter, create derivative works from, reverse compile, disassemble or reverse engineer or market the Ipsos Applications or any other Ipsos intellectual property rights in any form or by any means or attempt to do any of the same, unless otherwise expressly agreed between the Parties.

Ipsos warrants to the Client that the Ipsos Applications do not infringe any third-party intellectual property rights (this warranty shall not apply to the Information Data) and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of any claims that the Ipsos Applications infringe any third-party intellectual property rights provided that:

- (i) Ipsos is promptly informed of any action, claim or threat of infringement proceedings by a third-party asserting infringement of its rights by the Ipsos Applications;
- (ii) the Client provides its assistance and allows Ipsos the possibility of assuming sole control of any negotiations in view of a settlement with the third-party asserting infringement of its rights by the Ipsos Applications.
- (iii) Ipsos shall not have any liability to Client to the extent that any infringement or claim thereof is attributable to: (a) the combination, operation or use of the Ipsos Applications with equipment or software supplied by the Client where the Ipsos Applications would not itself be infringing; (b) use of the Ipsos Applications in an application or environment for which it was not designed or contemplated under this Agreement; or (c) modifications of the Ipsos Applications by anyone other than Ipsos where the unmodified version of the Ipsos Applications would not have been infringing.

The Client agrees not to settle on its own the dispute with the third-party asserting infringement of its rights by the Ipsos Applications. In case a settlement is entered into for an amount agreed between Ipsos and the third-party asserting infringement of its rights by the Ipsos Applications, Ipsos shall assume the full cost of all amounts to be paid to that third-party for which the Client may be liable under the settlement, as well as reasonable legal fees, on presentation of evidence of payment thereof.

If Ipsos is unable to enter into such a settlement, it shall assume, under its control and direction, with the assistance of the Client, the legal defence against the proceedings by the third-party asserting infringement of its rights by the Ipsos Applications. The Client agrees not to conduct on its own the legal defence against the proceedings brought against it by the third-party asserting infringement of its rights by the Ipsos Applications and agrees on this basis to promptly join Ipsos into the proceedings.

In the event the claim by the third-party asserting infringement of its rights by the Ipsos Applications results in a final decision from which there is no right of appeal, entering a financial award against the Client, Ipsos shall indemnify the Client for the amount of (i) the award of damages, subject to proof of collection by the third-party of the award paid by the Client, and (ii) reasonable legal and official process-server fees on presentation of evidence of payment thereof.

Ipsos shall have no liability in relation to the alleged infringement:

- if the Client continues the allegedly infringing activity despite notice of the alleged infringement, or the conclusion of a settlement, or service of a decision by a court;
- if the Client fails to implement the modifications suggested by Ipsos that would have avoided a verdict of infringement.

In the event the Client loses the right to use the Ipsos Applications following a settlement or proceedings, Ipsos will have the choice between the following solutions, which are exclusive of any other form of redress on the basis of the loss of such right:

- obtaining for the Client the right to continue to use the Ipsos Applications; or
- modifying the Ipsos Applications so that they are no longer infringing.

The remedies set forth in this section are the sole remedies the Client may have at law or in equity.

## **9. ARTIFICIAL INTELLIGENCE**

Client acknowledges and agrees that Ipsos may develop and use AI in connection with its provision of Services under this Agreement. "AI" means software, products and services that utilize artificial intelligence, machine learning, language and statistical modeling, neural networks and/or other technologies (whether now known or hereafter developed), whether developed, owned and/or operated by Ipsos or licensed or otherwise provided to Ipsos by a third party. Notwithstanding anything to the contrary in this Agreement, and without limitation of Ipsos rights at law or elsewhere under this Agreement, Client agrees Ipsos may maintain and use content, information and data (including, but not limited to, test level and respondent level information) obtained or created in the course of performing Services ("Services Data") in industry studies, modeling, testing, analytics, creation of anonymized statistics and benchmarking purposes, as well as development, improvement and validation of its professional norms and standards and its methodologies, operational platforms, databases, systems, technologies and services (whether now known or hereafter developed, and whether or not owned by Ipsos), provided that (i) Services Data will only be disclosed in an aggregated form (if at all) and, (ii) Ipsos will never identify the Client as the source of any Services Data.

## **10. PERSONAL DATA**

10.1. The Parties acknowledge and agree that each Party must comply with all Applicable Data Protection Laws regarding the processing of Personal Data in connection with the performance of this Agreement. All other obligations of each Party related to the processing of personal data under this Agreement are defined in the **Appendix 3**.

10.2. The Client acknowledges that Information Data may, as applicable, contain personal data. In this respect, the Client undertakes to respect, as Data Controller, the Applicable Data Protection Laws related to the processing of such data that the Client decides to carry.

## **11. INFORMATION DATA USAGE LIMITATIONS**

Information Data may only be used by the Client for purposes such as:

- Tracking brand health
- Measuring the impact of sponsorship campaigns
- Understanding consumer trends

In no situation, should the use of Information Data breach the Applicable Data Protection Law and the terms of service of third-party data providers.

Information Data must not be used by the Client for the following purposes:

- events that are political in nature or are affiliated with political groups;
- investigative purposes, or as part of an ongoing criminal investigation;
- analyses focused on suspected terrorist or extremist organisations;
- a use that violates applicable law;
- to resell the Services or permit third parties to use the Ipsos Applications without our prior written consent;
- to make unauthorised copies of any content in the Ipsos Applications;
- contact online users whose online contributions form part of the Information Data; or
- except for legal and valid research purposes, Data Information should not contain links to nudity, pornography, adult content, sex, profanity, or foul language.

## **12. TERMINATION**

In the event either of the Parties fails to perform any of their obligations under this Agreement, it may be terminated by the other Party if such breach is not cured within thirty (30) days after written notice thereof.

A party may terminate this Agreement with immediate effect, if (i) the other party has a receiver appointed for it or its property; (ii) the other party makes an assignment for the benefit of creditors; (iii) any proceedings are commenced by, for or against the other party under any bankruptcy, insolvency or debtor's relief law; (iv) the other party is liquidated or dissolved, or (v) the other party fails to pay an amount due under this agreement on the due date for payment and remains in default not less than 90 days after being notified in writing to make such payment.

Termination shall not relieve the Client's obligation to pay all undisputed charges accrued before the date of termination, within normal payment terms after the effective date of termination. Upon termination or expiration of this Agreement for any reason, the Parties' rights and obligations under Sections 9 to 14 and Section 16 shall survive such termination.

On termination or expiry of this Agreement the Client shall immediately pay to Ipsos all outstanding unpaid invoices and interest and in respect of the Services supplied but for which no invoice has been submitted, Ipsos may submit an invoice, which shall be payable immediately on receipt.

### 13. CONFIDENTIALITY

All information that would be regarded as confidential by a reasonable business person (hereinafter "**Confidential Information**") exchanged by the Parties during negotiation or performance of the Agreement, regardless of medium, method of communication or nature, with particular regard to their human resources policy, commercial policy, know-how, tools, methodology, facilities, industrial and IT strategy, the Ipsos Applications and Products is confidential.

However, Confidential Information does not include information which:

- (i) was in the receiving Party's possession before receipt from the disclosing Party,
- (ii) is or becomes publicly available other than through a breach of this Agreement,
- (iii) is rightfully received from a third-party without a duty of confidentiality, or
- (iv) is independently developed without using or reference to the disclosing Party's Confidential Information.

If Confidential Information is required to be disclosed pursuant to applicable law, regulation or court order, the receiving Party must provide prompt advance notice to the disclosing Party, thereof to enable the disclosing Party to seek a protective order or otherwise prevent such disclosure. If the disclosing Party is unable to obtain a protective order or other appropriate remedy with respect to such disclosure of Confidential Information, then the receiving Party will disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement.

Each of the Parties agrees to comply with the confidential nature of the Confidential Information, and in particular:

- a) not to disclose it to any third-party and more generally to ensure the security thereof, in particular during any transmissions via telecommunications links, by taking all measures it deems useful;
- b) to inform its employees, suppliers and subcontractors who need to know the Confidential Information of the confidential nature of such information and who are bound by written confidentiality agreements;
- c) not to use the Confidential Information for any purpose other than performance of the Agreement.

Upon termination of this Agreement, the receiving Party shall at disclosing Party's option either: (i) return disclosing Party's Confidential Information, in whatever form held by the receiving Party, or (ii) certify in writing signed by a duly authorised officer or representative of the receiving Party that such Confidential Information, in whatever form held, has been destroyed. The Parties acknowledge, that a) Confidential Information provided in electronic format (e.g. e-mail) may be copied by the receiving Party as part of its normal back-up procedures and as such copies cannot be destroyed or returned to the disclosing Party each Party agrees that it shall not access or utilise such copies following receipt of a request to return or destroy Confidential Information received from the disclosing Party other than for restore purposes and shall delete any Confidential Information following such restore and b) the receiving Party may retain one copy of the Confidential Information in its legal archive solely for the purpose of determining its obligations hereunder.

The Parties agree to comply with the obligations arising under this section during the entire Contractual Term of the Agreement plus three (3) years after its expiration or termination for any reason whatsoever.

### 14. REPRESENTATIONS AND WARRANTIES

The Ipsos Applications are provided "AS IS" and Ipsos does not warrant that the operation of the Ipsos Applications will be uninterrupted, secure or error-free. Furthermore, Ipsos makes no representations regarding the use or the results of the use of the Information Data made available by Ipsos in terms of correctness, accuracy, reliability or otherwise. Additionally, unless there is a specific agreement between the Parties, nothing contained in the Information Data shall be construed as providing consultation or advice to the Client. The Client also acknowledges and agrees that the Ipsos Applications may be dependent upon the proper and effective functioning of the internet and other third-party equipment and services, and Ipsos does not guarantee and will not be liable for these in any way.

Ipsos warrants that it has and will maintain all necessary licences, consents and permissions necessary for the performance of its obligations under this Agreement.

The Client represents, warrants, and covenants to Ipsos and its Affiliates as follows: (a) it will comply with all applicable laws, rules and regulations, including applicable privacy and data protection laws; (b) it has obtained any and all permits, licenses and third party consents or approvals necessary in connection with the use of materials furnished to Ipsos, including any materials furnished to Ipsos by a third party acting upon the Client's behalf, and that it has the legal right to disclose such materials to Ipsos in connection with the Services, including, without limitation, any consents required under applicable privacy and data protection laws; and (c) any such materials disclosed to Ipsos shall not

violate, misappropriate, or infringe upon the trademark, copyright, patent or other Intellectual Property Rights, right of privacy or publicity, or any other proprietary right of any third party.

CLIENT AGREES THAT EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, THERE ARE NO WARRANTIES OR CONDITIONS (WHETHER IMPLIED OR ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE) FOR THE SERVICES AND EXCLUDES ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, AND FITNESS FOR ANY PARTICULAR PURPOSE.

#### **15. INDEMNIFICATION AND LIABILITY**

Client shall defend, hold harmless and indemnify Ipsos and its Affiliates for any third-party claim alleging Client use of the Ipsos Applications in an unlawful manner.

Each Party agree to indemnify the other Party for all direct damages exclusively suffered by the other Party as a result of a breach of the Agreement. Except in case of third-party claims arising from a breach by a Party of Applicable Data Protection Regulation, neither Party shall be liable for indirect, incidental, special, consequential damages, including damages based on loss of profits, revenue, data, service or use however caused and under any theory of liability and whether or not such party has been advised of the possibility of such damages.

Except in case of third-party claims arising from a breach by a Party of Applicable Data Protection Regulation, the total and aggregate liability of Ipsos arising out of or in any way related to this Agreement shall not exceed fifty (50%) percent of the total amount of Fees paid by Client to Ipsos within the last twelve (12) months preceding the making of the claim under this Agreement.

Nothing in this Agreement shall limit or exclude either Party's liability for: a) death or personal injury caused by its negligence; b) its fraud or wilful default and c) anything else which cannot by law be limited or excluded.

#### **16. FORCE MAJEURE**

Under no circumstance shall Ipsos be responsible to Client for failure to provide the Services or for its delay in performance in accordance with this Agreement due to any event or condition, not existing as of the date of signature of this Agreement, not reasonably within the control of Ipsos as of such date, which prevents in whole or in material part the performance by Ipsos of its obligations hereunder (hereafter the "**Force Majeure**"). Without limiting the foregoing, the following shall constitute events or conditions of Force Majeure: acts of State or governmental action, pandemic related impacts, terrorism, riots, disturbances, war, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, epidemics, fire, flood, hurricane, typhoon, earthquake, lightning and explosion or any other cause beyond Ipsos' reasonable control.

#### **17. MISCELLANEOUS**

Client shall not use the name, logos or trademarks of Ipsos in any advertising, marketing or promotional materials, press releases or press conferences without Ipsos' prior written consent.

Any notice to either Party under this Agreement shall be in writing signed by or on behalf of the Party giving it and shall, unless delivered to a Party personally, be left at or sent by prepaid first-class post, prepaid recorded delivery to the address of the party as notified in writing from time to time.

Nothing in this Agreement shall create a partnership or joint venture between the Parties or render a Party the agent of the other nor shall a Party hold itself out as such (whether by an oral or written representation or by any other conduct).

No express or implied term of this Agreement is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

If either Party fails to fully exercise any right, power or remedy under this Agreement, such right, power or remedy shall not be waived. No express waiver or assent by either Party with respect to any breach or default under any provision of this Agreement shall constitute a waiver or assent with respect to any subsequent breach or default under that or any other provision. No waiver shall be effective unless in writing signed by the Party waiving its rights hereunder.

To the extent that any provision of the Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of the Agreement, nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction. If a court or other decision-maker should determine that any provisions of this Agreement is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable.

This Agreement together with any documents annexed hereto or referred to herein set out the entire agreement and understanding between the Parties and supersede all prior agreements, understandings or arrangements (whether oral or written) in respect of the subject matter of this Agreement. No variation or modification of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

This Agreement shall be governed by and construed in accordance with English law and shall to the benefit of Ipsos be subject to the exclusive jurisdiction of the courts of England.

## MARKETING USES

Parties allow for the mutual use of the following items in marketing and communications activities:

### Website Uses

- ☒ Logo on website
- ☒ Quote on website

### Content Uses

- ☒ Participation in a case study

### Media Relations

- ☒ Press release announcing Client is a new customer
- ☒ Other media relations activities that may mention Client

### Analyst Relations

- ☒ Mentioning to analysts in briefings or inquiries that Client is a customer
- ☒ Any additional Analyst Relations activities that may mention Client as a customer

### References

- ☒ Client agrees to be a customer reference as needed if asked by Ipsos

## **Executed in two (2) original counterparts.**

|                 |                              |
|-----------------|------------------------------|
| <b>[CLIENT]</b> | <b>Ipsos MORI UK Limited</b> |
| Signature:      | Signature:                   |
| Name:           | Name:                        |
| Title:          | Title:                       |
| Date:           | Date:                        |

## **APPENDIX 1: PRODUCT DESCRIPTION**

**Client Product Scope & Services**

**Ipsos Global Listening Platform License – 12 Months**

**Ipsos shall commence Services from:    /    /**

**[INSERT AGREED SCOPE OF TECHNOLOGY + SERVICES HERE]**

## **APPENDIX 2: FINANCIAL TERMS**

### **AGREED TOTAL PRICE FOR PRODUCT AND SERVICES DETAILED IN APPENDIX 1: GBP £\_\_\_\_\_**

The Fees include Ipsos' travel expenses and accommodations for any travel in the Greater London area. Outside the Greater London area, such travel expenses and accommodations must be pre-approved in writing by the Client and will be refunded by the Client on presentation of supporting documents.

If Ipsos provides the Product and Services for more than one year (including any renewals or extensions), Client agrees that on each annual anniversary of the Effective Date of Agreement, the Fees specified in this Appendix 2 shall automatically be increased by the greater of (i) five percent (5%) and (ii) the change in inflation over the prior twelve months based on the Consumer Price Index ("CPI") included in the then most recent World Economic Outlook report issued by the International Monetary Fund ("IMF") for the relevant country.

### **PAYMENT TERMS**

One hundred percent (100%) of the annual Fees, including for any renewals, in the amount of £\_\_\_\_\_ (subject to the adjustment as set out above) shall be invoiced annually in advance and be due within thirty (30) days from date of invoice by Client ("Payment Due Date").

Payments to be made by wire transfer to Ipsos' bank account identified below.

**Client's invoicing address and Accounting Account Payable email address:**

Is a Purchase Order (PO) required for the purchase or payment of the products and services on this Agreement?

Please select (Client to complete)

☐

NO

☐

YES\*

If yes, please complete the following:

PO Number:

\* Purchase Order will be sent in the next fifteen (15) days following the contract signature. If Purchase Order is not received by Ipsos, any Application will be suspended until Purchase Order is received, without any liability on the part of Ipsos for such suspension.

### **IPSOS BANK ACCOUNT DETAILS:**

#### **Bank Address:**

**Barclays Bank Plc  
355 Station Road Harrow Middlesex  
HA1 2AN**

**Sort Code: 20-37-32**

**SWIFT/BIC: BARCGB22**

**\*\*Depending on currency of Fees payable\*\*\***

#### **Sterling bank account (GBP)**

Account number: 30760099  
IBAN: GB05 BARC 2037 3230 7600 99

#### **EURO bank account (EUR)**

Account number: 87989644  
IBAN: GB68 BARC 2037 3287 9896 44

#### **USD bank account (USD)**

Account number: 87158677  
IBAN: GB77 BARC 2037 3287 1586 77

**(Please speak with your respective Ipsos contact if unsure)**

### **APPENDIX 3: SPECIFIC PROVISIONS ABOUT PERSONAL DATA PROTECTION**

The Appendix 3 supplements the Section 9 “Personal Data” of the Agreement.

Any reference to the “Data Controller” in this Appendix will be understood to mean the Client.

Any reference to the “Data Processor” in this Appendix will be understood to mean Ipsos.

#### **IT IS AGREED THAT:**

##### **1. DEFINITIONS**

1.1 In the Agreement, the following expressions shall have the following meanings unless the context requires otherwise:

|                               |                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>“Data Controller”</b>      | means the entity which determines the purposes and means of the Processing of Personal Data;                                                                                                                                                                                                                                                                                                                              |
| <b>“Data Processor”</b>       | means the entity which Processes Personal Data on behalf of the Data Controller;                                                                                                                                                                                                                                                                                                                                          |
| <b>“Data Subject”</b>         | means an identified or identifiable individual whose Personal Data is being processed;                                                                                                                                                                                                                                                                                                                                    |
| <b>“Instruction”</b>          | means the written processing instruction, submitted by the Data Controller to the Data Processor to perform a specific action with regards to Personal Data (including depersonalising, restricting, erasing, making available, etc.);                                                                                                                                                                                    |
| <b>“Personal Data”</b>        | means any information relating to an identified or identifiable individual; an identifiable individual is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier, or to one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity; |
| <b>“Personal Data Breach”</b> | means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data to which this Agreement applies;                                                                                                                                                                                                                                   |
| <b>“Process”/“Processing”</b> | means any action performed on Personal Data such as collection, recording, organisation, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, deletion or destruction;                                                                                                                        |
| <b>“Processing Services”</b>  | means Processing of Personal Data by the Data Processor in connection with the Agreement;                                                                                                                                                                                                                                                                                                                                 |
| <b>“Subprocessor”</b>         | means any processor engaged by the Data Processor (or by any other Subprocessor of the Data Processor) built to Process Personal Data on behalf of the Data Controller in accordance with its Instructions and the terms of a written subcontract.                                                                                                                                                                        |

1.2 References in this Appendix to “writing” or “written” includes e-mails and certified mail.

##### **2. SCOPE AND APPLICATION OF THIS APPENDIX**

2.1 This Appendix only supplements the terms of the Agreement that relate to the Processing Services to be provided to the Data Controller by the Data Processor. In the event of a contradiction or inconsistency with the provisions of the Agreement relating to the Processing Services, this Appendix shall prevail over the terms of the Agreement that relate to the Processing Services carried out by the Data Processor on behalf of the Data Controller.

2.2 Each Party acknowledges that it is solely responsible for the Processing of Personal Data carried out on its own behalf.

2.3 The Parties agree that when collecting publicly available data online for the purposes of rendering the Services under the Agreement, Ipsos may process personal data that Data Subjects have rendered public.

### **3. DATA PROCESSING**

- 3.1 The Data Processor agrees to Process the Personal Data in accordance with the terms and conditions set out in this Appendix and its Schedule A, and in particular the Data Processor agrees and warrants:
- 3.1.1 to Process the Data Controller's Personal Data only on behalf of the Data Controller and at all times in compliance with the Data Controller's documented Instructions as defined in this Appendix, and all Applicable Data Protection Laws;
  - 3.1.2 that within the Data Processor's area of responsibility, to structure its internal corporate organisation to ensure compliance with the requirements of the protection of Personal Data;
  - 3.1.3 to take the technical and organisational measures to adequately protect the Data Controller's Personal Data against misuse and loss in accordance with the requirements of the applicable Data Protection Laws considering the nature of the Personal Data Processing;
  - 3.1.4 to ensure that any personnel entrusted with the Processing Services have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - 3.1.5 that it will promptly notify the Data Controller about:
    - (a) any legally binding request for disclosure of the Data Controller's Personal Data by a law enforcement authority unless otherwise prohibited, such as a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation;
    - (b) any Personal Data Breach. Such notification shall include, considering the nature of the Processing and the information available to the Data Processor, any information relevant to assist the Data Controller with its own notification obligations under Applicable Data Protection Laws, including:
      - (1) a description of the nature of the Personal Data Breach including where possible, the categories and approximate number of Data Subjects, categories and Personal Data records involved;
      - (2) a description of the likely consequences;
      - (3) a description of the measures taken or proposed to be taken to address the Personal Data Breach, including, where appropriate, measures to mitigate its possible adverse effects; and
      - (4) where, it is not possible to provide information according to subclause (1) to (3) above at the same time, the Data Processor shall provide the information in phases without further delay.
  - 3.1.6 any request received directly from the Data Subjects (including rights to access, rectification, deletion, objection, restriction, data transfer, and the right not to be subject to a decision based solely on automated Processing, including profiling). The Data Processor will not respond directly to that request but will make its best efforts to assist the Data Controller;
  - 3.1.7 to reasonably assist with the Data Controller to comply with its own obligations related to Personal Data security, such as: notification of a Personal Data Breach to the competent supervisory authority, communication of such Personal Data Breach to the Data Subjects affected when required by the Applicable Data Protection Laws and, where applicable, implementation of data protection impact assessments and prior consultations with supervisory authorities, taking into account the nature of the Processing and the information available to the Data Processor;
  - 3.1.8 to deal promptly and properly with all the requests from the Data Controller related to its Processing of the Personal Data, including to make its best efforts to make available to the Data Controller all information necessary to prove compliance with the obligations laid out in this Appendix and allow for and contribute to audits, including inspections, conducted by the Data Controller or another auditor mandated by the Data Controller as set forth in clause 6; and
  - 3.1.9 that any Processing Services carried out by a Subprocessor will be carried out in accordance with clause 7.

#### **4. OBLIGATIONS OF THE DATA CONTROLLER**

- 4.1. Within and restricted to the scope of this Appendix, the Data Controller agrees that it shall provide the Data Processor with clear and documented Instructions and that any Instructions orally given shall be promptly confirmed in writing.

#### **5. TERMINATION**

- 5.1 Where applicable, on termination of the Agreement, the Data Processor shall return to the Data Controller or delete, at the Data Controller's request, all the Data Controller's Personal Data in its possession or under its control. Upon the request of the Data Controller, the Data Processor shall confirm compliance with such obligations in writing and delete all existing copies, unless applicable law requires storage of the Personal Data.

#### **6. AUDITS AND INFORMATION REQUESTS**

- 6.1. Within the limit of one (1) audit per year and subject to the notification by the Data Controller with a fifteen (15) working days prior notice, except in the case of an audit requested by a supervisory authority, the Data Controller may during regular business hours, without unreasonably interfering with Data Processor's business operations, personally audit the Data Processor, or appoint a third-party auditor being subject to confidentiality obligations to carry out such audit which does not compete with the Data Processor.
- 6.2. The Data Processor shall make its best efforts to cooperate in the case of an audit under this clause 6 and provide to the Data Controller all information necessary in its possession to carry out such audit. The Parties shall cover their own costs incurred in relation to audits under this clause 6.

#### **7. APPOINTMENT OF SUBPROCESSORS**

- 7.1 The Data Controller authorises the Data Processor to use the service of Subprocessors listed in the page accessible at [synthesio.com/subprocessors](https://synthesio.com/subprocessors), solely as required for the performance of the Services in connection with the Agreement. Please email [privacy@synthesio.com](mailto:privacy@synthesio.com) to request the password for this page.
- 7.2 The Data Controller authorises the Data Processor to use the services of new Subprocessors, subject to prior notification to the Data Controller by the Data Processor with a fifteen (15) day notice prior to the change of Subprocessor. If the Data Controller objects to the change of Subprocessor notified, the Data Controller may, throughout the period of notice, terminate this Appendix in writing. If the Data Controller does not terminate within the notice period, this formalises the consent of the Data Controller to the notified change of Subprocessor.
- 7.3 In any event, where the Data Processor uses the services of a Subprocessor the latter shall be, by way of contract, bound to comply with the same obligations to which the Data Processor is bound in terms of Personal Data Processing under this Appendix.

#### **8. TRANSFERS OF PERSONAL DATA**

- 8.1 The Data Controller agrees that the Data Processor may transfer Personal Data to its affiliates and Sub processors (including for processing, hosting or granting remote access purposes) in the worldwide territory where this is necessary to provide the Services. The Data Processor undertakes to comply with Applicable Data Protection Laws including, but not limited to, the execution between the Parties of appropriate contractual clauses.

#### **9. MISCELLANEOUS PROVISIONS**

- 9.1 Any Data Controller obligations arising from statutory provisions or according to a judicial or regulatory decision shall remain unaffected by this Appendix.

## **Schedule A to Appendix 3**

### **Description of the Personal Data processed by the Data Processor**

**[to insert a table including a description of the data processing and data processed by Ipsos]**

#### **1. Processing Activities**

|                                                                                                            |        |
|------------------------------------------------------------------------------------------------------------|--------|
| Collection (= receiving personal data)                                                                     | Yes/No |
| Recording (=saving or capturing personal data in a file, including the generation of metadata like CDRs)   | Yes/No |
| Organisation (Example: organising personal data in a software program)                                     | Yes/No |
| Storage (Example: putting the personal data in a software program)                                         | Yes/No |
| Modification (= modifying the content or the way the personal data are structured)                         | Yes/No |
| Consultation (= looking at personal data that we have stored)                                              | Yes/No |
| Transmission (= carrying the traffic that may include personal data on our network)                        | Yes/No |
| Disclosure or otherwise making available (= communicating personal data to another recipient by any means) | Yes/No |
| Combination (= merging two databases with personal data)                                                   | Yes/No |
| Restriction (= implementing security measures to restrict the access to the personal data)                 | Yes/No |
| Deletion or destruction= (deleting or anonymising the personal data or destroying the hard copies)         | Yes/No |
| Other use (if "YES" to be detailed)                                                                        | Yes/No |

#### **2. Categories of Personal Data processed (type of personal data):**

|                                                                                                                              |                                                         |        |
|------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------|--------|
| 2. Categories of Personal Data processed (type of personal data):                                                            |                                                         |        |
| Identification data (ID, phone number, email, ...)                                                                           |                                                         | Yes/No |
| Traffic / Connection data (IP address, Mac address, CDRs, access and usage data, online tracking and monitoring of services) |                                                         | Yes/No |
| Location Data (geographic location, device location)                                                                         |                                                         | Yes/No |
| Photo, video on which the Data subject can be identifiable                                                                   |                                                         |        |
| Sensitive Data/Special categories of personal data                                                                           | Racial or ethnic origin                                 | Yes/No |
|                                                                                                                              | Political opinion or religious or philosophical beliefs | Yes/No |
|                                                                                                                              | Trade union membership                                  | Yes/No |
|                                                                                                                              | Biometric or genetic data                               | Yes/No |
|                                                                                                                              | Health data                                             | Yes/No |
|                                                                                                                              | Sexual life and/or orientation                          | Yes/No |
| Verbatim                                                                                                                     |                                                         | Yes/No |
| Other, please insert                                                                                                         |                                                         | Yes/No |
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#### **Data Protection Officers:**

For Controller: [INSERT CLIENT DPO DETAILS HERE].

For Processor: dpo.unitedkingdom@ipsos.com