

EASYMOVIE GENERAL TERMS AND CONDITIONS

Version dated September 18th, 2020

If the customer identified in the Specific Terms (the "**Customer**" is located in the United States, these general terms and conditions (the "**General Terms and Conditions**") are entered into between EasyMovie Inc., governed by American law, incorporated under the number 6331184 in the State of Delaware and having its registered office at 1216 Broadway, New York, NY 10001 and Customer.

If Customer is located outside the United States, the General Terms and Conditions are entered into between MyEasyMovie, a simplified joint stock company with a capital of € 58,380, registered with the Paris Trade and Companies Register under number 791 945 801, with registered office at 122 rue de Rivoli 75001 Paris and Customer.

EasyMovie and MyEasyMovie are identified together in these General Terms and Conditions as "**EasyMovie**".

Article 1. Definitions

All terms defined below beginning with a capital letter are defined as follows:

"**Agreement**" means this General Terms and Conditions, the Specific Terms and any addendums signed between EasyMovie and Customer.

"**Content**" means all information, data, videos, photographs, images and sounds that Customer wishes to broadcast in a Video.

"**Customer Settings**" means the settings of the EasyMovie Platform or the development of features made by EasyMovie for Customer's needs in accordance with the Specific Terms.

"**EasyMovie Application**" means the application developed and edited by EasyMovie (including updates, upgrades and corrections delivered by EasyMovie).

"**EasyMovie Platform**" means the platform developed by EasyMovie (including Customer Settings, updates, upgrades and corrections delivered by EasyMovie) hosted on the Server and enabling Customer to use the EasyMovie application and the Services in accordance with this Agreement.

"**Premium Music Titles**" means the music titles made available to Customer by EasyMovie, which can be synchronized and used with the Videos made via the EasyMovie Application in accordance with article 5.2 of the General Terms and Conditions and in return for the payment of the fee defined in the Specific Terms or in the EasyMovie Application.

"**Royalty Free Music Titles**" means the music titles made available to Customer by EasyMovie free of charge and that may be used in Videos made via the EasyMovie Application in accordance with article 5.2 of the General Terms and Conditions.

"**Server**" means the server in Ireland, operated by EasyMovie, on which the EasyMovie Application and the EasyMovie Platform are deployed, enabling the provision of the Services.

"**Services**" refers to the services provided by EasyMovie and described in the Specific Terms.

"**Specific Terms**" means the purchase orders issued by Customer and expressly validated by EasyMovie or the quotes issued by EasyMovie and accepted by Customer.

"**Terms of Use**" means the terms of use that Users must accept at the time of their first use of the EasyMovie Application as reproduced in Appendix 3.

"**User**" means (i) the persons identified and authorized by Customer to administrate the EasyMovie Platform and (ii) the persons identified and authorized by Customer to use the EasyMovie Application

"**Video**" means the result obtained by editing using the EasyMovie Application or by EasyMovie, as applicable, from Customer's Content.

Article 2. Purpose

The purpose of the Agreement is to define the conditions under which EasyMovie authorizes Customer to use the EasyMovie Application, the EasyMovie Platform and its Services. Customer agrees to respect and enforce this Agreement by its Users throughout the duration of this Agreement.

All services and offerings of EasyMovie are exclusively made on the basis of this Agreement which takes precedence over Customer's purchase general terms. EasyMovie reserves the right at any time to periodically modify, change or update the General Terms and Conditions. Customer must accept the modified version of the General Terms and Conditions prior to any subsequent service orders entrusted to EasyMovie. The parties agree that the Google and Apple's service, financial and license terms available on the Google Play Store and Application Store platforms shall not apply to this contractual relationship between EasyMovie and the Client.

Article 3. Duration – termination

The Agreement shall take effect on the date of acceptance of the General Terms and Conditions and the Specific Terms by Customer or on the date indicated in the Specific Terms, if applicable (the "**Effective Date**") for a period of twenty-four (24) months from the Effective Date, unless expressly stipulated in the Specific Terms. The Agreement shall then be tacitly extended for successive periods of twenty-four (24) months unless terminated by one of the parties subject to three (3) months' notice prior to the expiration of the contract period by registered letter with acknowledgment of receipt.

Either party may terminate this Agreement by operation of law without legal proceedings, without prejudice to any claim for damages, in the event of default by the other party to any of its obligations under this Agreement, if has not been remedied by the defaulting party within thirty (30) days of the written notification of such failure by the other party by registered letter with acknowledgment of receipt.

Article 4. Financial Terms

The applicable financial terms and conditions are defined in the Specific Terms or in the EasyMovie Application.

Unless otherwise stipulated in the Specific Terms, Customer agrees to pay the full amount of fees due for the provision of the Services on the date of the order and waives the right to reduce said amount in case of imperfect or incomplete performance. Customer is not entitled to any refund of prepaid fees in case of termination of the Contract, whichever the cause is. In the event of non-payment at the due date, EasyMovie may apply, as of right and without prior notice, penalties for late payment, calculated on the basis of the interest rate applied by the European Central Bank to its most recent refinancing operation plus ten (10) percentage points, and a compensation of at least 40 euros / \$ 50 for recovery costs.

Upon renewal or extension of the Agreement, EasyMovie shall increase the price of the Services by up to seven percent (7%) at its sole discretion. If EasyMovie does not exercise this right for one or more consecutive contractual periods, EasyMovie shall have the right to increase the price of the Services for the next contractual period as if it had done so for each of the previous periods.

Article 5. Licensing conditions

5.1 Terms of Use of the EasyMovie Application and EasyMovie Platform

The EasyMovie Application and the EasyMovie Platform, as well as all components (such as trademarks, logos, computer programs, graphics, images, texts) are the exclusive property of EasyMovie or have been granted to it. EasyMovie may have to develop Customer Settings which in any case remain the property of EasyMovie. The Agreement does not imply any assignment of intellectual property rights of any kind on the elements belonging to EasyMovie. Customer shall not directly or indirectly infringe on EasyMovie's intellectual property rights.

In consideration of the payment of service fees, EasyMovie grants Customer the number of licenses mentioned in the Specific Terms for a non-exclusive, personal, non-transferable right to use the EasyMovie Application and the EasyMovie Platform for the whole world and for duration mentioned in the Specific Terms, solely for the purpose of using the EasyMovie Application and the Services, under the conditions and limits specified in this Agreement. The right to use the EasyMovie Application includes the right to install it on a smartphone and to use

the features offered by the EasyMovie Application. Customer is advised that the EasyMovie Application is compatible with the current version and the two (2) previous versions of the operating systems of smartphones and Internet browsers.

In any event, Customer is not authorized to:

- make a copy of or reproduce all or part of the EasyMovie Application and/or the EasyMovie Platform, in any way whatsoever;
- modify, improve, translate, adapt or arrange the EasyMovie Application and/or the EasyMovie Platform, or to create derivative works from all or part of the EasyMovie Application and/or the EasyMovie Platform, in any way whatsoever;
- place the EasyMovie Application and/or the EasyMovie Platform on the market, distribute, rent, lend or sub-license them, free of charge, or by any process;
- correct errors in all or part of the EasyMovie Application and/or the EasyMovie Platform;
- make more than one (1) backup copy of the EasyMovie Application;
- decompile or reverse engineer all or part of the EasyMovie Application, especially for interoperability purposes without first requesting from EasyMovie the information necessary for interoperability.

Notwithstanding the foregoing, Customer may sublicense Users a non-exclusive, personal, and non-transferable right to use the EasyMovie Application and the EasyMovie Platform solely for the purpose of using the Services, under the terms and conditions specified in the Specific Terms. Licenses are personal and named user licenses.

EasyMovie has the right to audit the number of User accounts created by Customer to ensure that the number of accounts created does not exceed the number of licenses acquired from EasyMovie. When the actual number of users exceeds the number of Users, Customer undertakes to rectify the situation and shall pay for any additional licenses.

The EasyMovie Application contains the open source MySQL software (<https://github.com/mysql/mysql-server>) distributed under the GPL license.

5.2 Terms of Use of Premium Music Titles and Royalty Free Music Titles

EasyMovie provides Customer with Premium Music Titles and Royalty Free Music Titles that may be integrated and synchronized with Videos. Customer shall obtain directly from authors and rights holders, the right to use sounds or music other than Premium Music Titles and Royalty Free Music Titles in its Videos.

The Premium Music Titles may be used by Customer in Videos made via the EasyMovie Application, worldwide and as often as necessary during for a period of one (1) year from the date of purchase. Once synchronized with Videos, Premium Music Titles may be broadcasted by Customer with these Videos, for the duration of legal copyright protection, for internal and external institutional uses for all media (excluding television and radio), for the whole world and without any additional remuneration being due by Customer.

Article 6. Provision of Services

6.1 General conditions

EasyMovie undertakes to provide the Services under an obligation of means and within the time periods agreed in the Specific Terms. Customer is informed and agrees that EasyMovie does not grant any guarantee as to the quality, visibility or relevance of any Content, and as a consequence, as to any results obtained from the Content in the provision of any which Service by EasyMovie. Customer is informed and agrees that certain Services may be provided by EasyMovie, its subprocessors, and / or its subsidiary company located in Tunisia.

Customer shall ensure the security of User account credentials and passwords on the EasyMovie Application and the EasyMovie Platform and agrees to promptly inform EasyMovie of any suspicion of theft or fraudulent use of such credentials and passwords.

Any action performed by a user using the credentials and passwords of any User will be deemed to have been made by Customer, unless Customer has promptly notified EasyMovie of a suspicion of theft or fraudulent use of said credentials and passwords.

Customer is informed and agrees that Users, at the time of their first use of the EasyMovie Application, must accept the Terms of Use.

6.2 Video Editing Services

EasyMovie provides video editing services, said services will be subject to a validation procedure between the parties, which may consist of a maximum of two (2) back and forth exchanges of modifications. Unless otherwise specified in the Specific Terms, EasyMovie will proceed to modifications (i) for the first version of the Video within seventy-two (72) business hours from the receipt of a Customer request and (ii) for the second version of the Video within forty-eight (48) business hours from receipt of Customer's requests. In case of request for additional modifications, any new back and forth exchange will be invoiced 49 euros / 59 dollars excluding tax to Customer by EasyMovie, unless stipulated otherwise in the Specific Terms. The choice of the automatic publication of the Video or the downloading of the Video by Customer are worth acceptance of the last version of the Video presented by EasyMovie on the approval platform.

6.3 "Image rights authorization" Services

Customer may optionally subscribe, by specifying it in the Specific Terms, to a feature allowing Customer to obtain individuals whom he wishes to film or photograph the authorization to use their images, voice and names directly via the EasyMovie application, according to the authorization model in appendix 2 and validated by Customer. Customer may modify the authorization template at any time via the EasyMovie Platform. The authorizations signed by the persons filmed will be accessible on the EasyMovie Platform and sent by email to the aforementioned persons accompanied by the mention of information relating to the protection of the personal data duly completed by Customer.

Customer is solely responsible for obtaining and validating the authorization obtained as well as the relevance of the information found in the information notices.

6.4 Support and maintenance services

EasyMovie makes the EasyMovie Application and the Platform available to Customer in their successive versions. EasyMovie implements reasonable means to ensure that the EasyMovie Platform's availability is greater than 95% per calendar month.

The calculation of the availability rate shall not include periods of unavailability:

- resulting from a maintenance and / or an update operation;
- which responsibility is not exclusively attributable to EasyMovie;
- of less than five (5) consecutive minutes; and
- due to a loss of connectivity or access due to Customer's IT infrastructure, one of his actions or inactions.

Evolving maintenance operations are performed regularly by EasyMovie and Customer automatically benefits from them in the context of updates and new versions of the EasyMovie Application and/or the EasyMovie Platform. In case of bugs or anomalies of the EasyMovie Application and/or the EasyMovie Platform, corrective maintenance Services are provided by EasyMovie on the latest version of the EasyMovie Application and / or the EasyMovie Platform and corrections will be made delivered as part of updates and new releases.

If Customer has assistance needs or notices any anomalies, the EasyMovie support service may be contacted by email at: support@easy.movie. EasyMovie will take into account any request for assistance and will intervene, as soon as possible after the effective reception of the request. Customer may subscribe to an optional chat support service to obtain Support Services within twenty-four (24) hours, as specified in the Specific Terms.

6.5 Subtitling and Translation Services

Customer may subscribe, optionally, by specifying it in the Specific Terms, to Services of subtitling of Videos and translation of these subtitles.

Customer is informed that the subtitling and translation Services are available for the most used written languages. In the event that Customer wishes to obtain a subtitling or a translation in a language that is not offered in the EasyMovie Application, Customer may make a specific request to this effect by contacting EasyMovie. EasyMovie will then be free to accept or refuse. Customer is informed that the processing of any specific request by EasyMovie may be subject to a different pricing than that initially provided for in the Specific Terms.

Customer is also informed that the proper provision of subtitling and subtitle translation Services is dependent on both the quality of the audio tracks and the intelligibility of the spoken and subtitled content. The price of the subtitling and translation Services shall be due by Customer in any event, including in case of bad quality of a subtitle and/or a translation due to the bad quality of tracks audio or unintelligible speech.

EasyMovie offers two modes of translation, an automatic translation and a translation made by a human person. In the case of a translation made by a human and unless otherwise stipulated in the Specific Terms, the translation will be subject to a validation procedure under the same conditions as those provided for the Video Editing Services as provided in Article 6.2 of the General Conditions.

In any case, Customer will have the ability to edit transcribed and/or translated subtitles through an interface, via the EasyMovie Application. The validation, by Customer, of the subtitles on the EasyMovie Application, the publication or the downloading of the subtitled Video implies unreserved acceptance by Customer of the provided subtitling and/or translation Services.

6.6 Sharing to YouTube Services

EasyMovie offers Customer the ability to share Videos to YouTube directly from within the EasyMovie Platform *via* a YouTube API by connecting to a Google or YouTube account. Customer and the Users shall accept YouTube's terms of service (<https://www.youtube.com/t/terms>). Customer undertakes itself to and warrants that the Users comply with those terms.

Customer warrants that it has all the necessary rights to use the Google and/or YouTube account with which the Videos will be shared on YouTube *via* the EasyMovie Platform.

Article 7. Intellectual Property

Customer is and remains the owner of the rights on all the Contents and Videos. In order to allow EasyMovie to provide the Services, including the editing Services, Customer grants EasyMovie the non-transferable and non-exclusive right to reproduce, modify, adapt and translate all or part of the Content for the sole purpose Customer, for the duration of the Agreement and for the entire world. Customer agrees that changes to the Content by EasyMovie for Video purposes do not affect the integrity of such Content.

It is agreed between the parties that Customer holds all the economic rights for the Videos, for the whole world and for the duration of the intellectual property rights. Customer is thus free to exploit, reproduce, broadcast, assign or transfer the Videos on any medium, by any means, free or expensive, worldwide and for the legal term of intellectual property rights protection.

Customer authorizes EasyMovie to use all or part of its Videos for promotional and advertising purposes, in any medium, worldwide and for the duration of legal copyright protection, subject to informing Customer in writing in advance. In case of refusal by Customer or request for changes, Customer must notify EasyMovie in writing within five (5) working days of receipt of notification by EasyMovie. In any case, Customer warrants to have all rights in the relevant Videos to authorize use by EasyMovie in accordance with this article and holds EasyMovie harmless against any recourse by third parties due to the use of Videos in accordance with this article and for whatever basis.

Article 8. Guarantees Regarding Content

The EasyMovie Application offers tools for creating and editing Videos. Customer guarantees that it has all the necessary rights on the Content to create and use the Content as well as to broadcast the Videos. In particular, Customer warrants that the Content and Videos:

- do not infringe the rights of third parties, and in particular do not infringe on the private life, privacy or image rights of individuals;
- are not defamatory or abusive, outrageous, false or slanderous to the detriment of any third party, natural or legal persons;
- do not constitute an act of counterfeiting, unfair competition or parasitism;
- do not incite to commit any crime whatsoever;
- do not contain any viruses, worms, Trojan horses or any file, computer program likely to interrupt, destroy or limit the functionalities of the EasyMovie Application and / or the EasyMovie Platform;
- are not contrary to public order and morality, and/or in particular are not liable to prosecution and/or criminal or administrative conviction;
- comply with the applicable legal provisions.

Customer holds EasyMovie harmless against any request, action or claim by third parties (including from the employees of Customer or EasyMovie) due to the use of Content contrary to this article in a Video. In addition, EasyMovie reserves the right to refuse certain Content that it considers likely to violate the provisions of this article.

Article 9. Warranty exclusion

With the exception of the warranties expressly mentioned in the Agreement, all Services are provided "as is". EasyMovie makes no other warranties, whether express or implied, statutory or otherwise, and in particular EasyMovie makes no implied warranty of merchantability, fitness for a particular purpose, ownership or non-infringement, and any other guarantees that interfere with business reports or business practices. With the exception of the warranties expressly mentioned in this Agreement, EasyMovie does not provide any other warranty that the Services or the results obtained from their use, will comply with Customer's expectations, will operate without interruption, will achieve an expected result, will be compatible or will work with software, systems or other services or will be secure, accurate, complete, harmless or error-free.

Article 10 - Protection of personal data

Provisions relating to the protection of personal data for the processing implemented in connection with the execution of the Agreement are set forth in Appendix 1.

Article 11 – Liability

EasyMovie cannot be held liable for any consequential, punitive and indirect damage, including loss of data, loss of income, loss of profits, loss of opportunity or loss of customers or damage to the image due to Services provided by EasyMovie. EasyMovie cannot be held responsible for an Internet connection problem, a network loss, the non-receipt of an email or other restrictions of or impossibilities to access the EasyMovie Application and/or the EasyMovie Platform that are not under the control of EasyMovie. EasyMovie cannot be held responsible for non-receipt of information as a result of an error by Customer and/or its Users, deliberate or otherwise, in the provision of personal details for the purposes of the registration and / or use of the Services.

In any event, EasyMovie's liability under the Agreement shall be limited to the amount of the fees actually collected by EasyMovie from Customer during the contractual year preceding the event giving rise to the liability.

Customer is required to implement any reasonable measure likely to minimize any damage that may be suffered as a result of EasyMovie's breach of one of its contractual obligations. Customer may only bring EasyMovie's liability into play for a period of six (6) months following the occurrence of the breach in question.

The parties cannot be held responsible for any breach of any of their obligations under the Agreement resulting from the occurrence of an

event of force majeure. Events of force majeure include strikes or social conflicts, the freezing of all means of transport or supply, earthquakes, fires, storms, floods, power outages, wars, attacks, riots, political instabilities, breakdowns as well as all cases of force majeure fulfilling the criteria allowed by the case law of the French courts.

Article 12. Confidentiality

EasyMovie undertakes to keep strictly confidential all the information and Content communicated by Customer as part of the execution of this Agreement. EasyMovie undertakes in particular not to disclose any confidential information of Customer to a third party, with the exception of its lawyers, its employees and any subcontractors if this disclosure is necessary for the performance of the Services. The confidentiality obligation applies throughout the duration of this Agreement.

This confidentiality obligation does not apply to that part of the information that:

- (i) was in the public domain or publicly known at the time of its disclosure to EasyMovie;
- (ii) attributable to any act or omission on the part of the latter;
- (iii) have come or come into the public domain after their disclosure to EasyMovie by Customer without being attributable to any act or omission on the part of Customer;
- (iv) was lawfully obtained by EasyMovie prior to disclosure by Customer; or

Notwithstanding the foregoing, the parties agree that EasyMovie may communicate the Agreement to its boards and advisers and to any third party considering a transaction in its capital or M&A and their advice and advisors provided that they are subject to an adequate obligation of confidentiality.

Article 13. Miscellaneous

13.1. All Customer's notifications concerning the Agreement must be made in writing and may be sent to EasyMovie by email (admin@easy.movie) or by mail to the EasyMovie headquarters.

13.2. Customer agrees that all correspondence and/or communication and/or transmission of information taking place with EasyMovie by electronic means is presumed to have the same probative force as a written document.

13.3. Customer agrees to be referenced in the marketing proposals, marketing materials and the website of EasyMovie and that EasyMovie reproduces its logo in connection with this communication. EasyMovie

will be able to write a press release and a case study which, after validation by Customer, may be distributed by EasyMovie for the purposes of its communications strategy.

13.4. No stipulation in the Agreement creates a partnership agreement, mandate, relationship of subordination or joint venture between the parties.

13.5. The fact that one of the parties delays in the exercise of one of his rights arising from the Agreement, or not to exercise it, cannot be interpreted as a waiver of its exercise.

13.6. If any provision of this Agreement is void under a rule of law in force or a court decision become final, then it would be deemed unwritten, without causing the nullity of the agreement or alter the validity of its other stipulations.

13.7. The Agreement is concluded *intuitu personae*. Accordingly, neither party may in any case transfer the benefit of this Agreement to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, this Agreement is freely assignable or transferable to any entity in the context of, among other things, a merger, demerger, acquisition, partial transfer of assets and, more generally, a restructuring operation, subject to informing in writing Customer to perform the said transfer.

13.8. If Customer is located outside the United States, this Agreement is governed by French law. Unless otherwise required by law, in the event of a dispute between the parties concerning the formation, interpretation, execution and/or termination of this Agreement, the courts of Paris shall have jurisdiction, notwithstanding multiple defendants or warranty claims, even for emergency proceedings or precautionary proceedings by interlocutory motion or petition.

If Customer is located in the United States, this Agreement is governed by the law of New York State. Unless otherwise required by law, in the event of a dispute between the parties concerning the formation, interpretation, execution and/or termination of this Agreement, the New York State and Federal courts located within New York County, New York shall have jurisdiction, notwithstanding multiple defendants or warranty claims, even for emergency proceedings or precautionary proceedings by interlocutory motion or petition.

13.9. Each party waives its right to pursue the performance of the obligations of the other party in kind as well as to execute them themselves or to have them performed by a third party. Each party waives the performance of its obligations in the event of non-performance by the other party.

<p>Customer</p> <p>Last name: _____</p> <p>Registration number: _____</p> <p>Headquarters: _____</p> <p>Represented by:</p> <p>Last name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>_____</p> <p>(signature)</p>

Appendix 1 to the General Terms and Conditions on the processing of personal data

Version dated September 18th, 2020

Article 1. Definitions

The definitions of the Agreement are applicable to this Appendix.

All terms in the terminology of the personal data protection regulation will have the meaning given to them by the General Data Protection Regulation n°2016/679 ("GDPR").

Article 2. Purpose

The purpose of the Appendix is to define the conditions under which the processing of personal data occurring during the performance of the Agreement will be implemented.

Article 3. Data Processing for the Provision of the Services

3.1 Data processing by EasyMovie

On the occasion of providing the Services to Customer, EasyMovie will be required to process personal data. Customer and EasyMovie recognize that as far as the implementation of this processing is concerned, EasyMovie will have the quality of data processor and Customer that of data controller.

Thus, at the time of the execution of the Agreement, Customer instructs EasyMovie to implement the following personal data processing under the following conditions:

- **Purpose:** to provide the Services to Customer;
- **Nature of operations:** operations necessary for EasyMovie to provide the Services to Customer;
- **Duration of the processing:** duration of the Agreement unless otherwise indicated by Customer regarding the Videos;
- **Categories of data subjects:** Customer's personnel as well as any other person likely to appear in a Content or a Video;
- **Personal data processed:** user identification information (username and password, surname and first name, professional function), professional contact details of the Users (professional email and postal addresses, business phone), picture, voice, address IP and login logs of the Users, authorization to use the image of the voice and the name and email address of the individuals filmed, and any content uploaded to the EasyMovie Application or the EasyMovie Platform, name and email address associated with the Google or YouTube account used with the sharing to YouTube Services and YouTube authentication tokens.

In the event that Customer wishes to modify these instructions, Customer undertakes to inform EasyMovie in writing.

Customer may contact EasyMovie regarding data protection issues by sending an email to the following address: privacy@easy.movie.

3.2 Obligations of EasyMovie as Data Processor

EasyMovie undertakes to implement this processing only in accordance with the documented instructions of Customer, including with respect to the transfer of personal data to a third country or international organization, except as otherwise required under the law of the European Union or that of a Member State of the European Union to which it would be subject. In such a case, EasyMovie undertakes to inform Customer of this obligation, unless the right which is the source prohibits it for important reasons of public interest.

EasyMovie also undertakes to immediately inform Customer if it considers that one of its instructions would constitute a violation of the data protection regulations.

EasyMovie undertakes to ensure that persons authorized to access personal data, alternatively, undertake to respect the confidentiality of the data or are subject to an appropriate legal obligation of confidentiality.

EasyMovie is committed to implementing the following security measures:

- Access control of the places where the personal data are stored;

- A secure email system and a dedicated and isolated WIFI network;
- An internal security policy;
- Regular training of employees in security;
- The encryption of all the computers in the premises of EasyMovie and the professional laptops of its employees;
- The implementation of an entry and departure route for EasyMovie employees;
- The use of accounts for individual use
- A policy of password management and confidentiality;
- Antiviral protection; and
- The implementation of the recommendations of the CNIL.

EasyMovie undertakes to transmit to Customer any request from a data subject regarding the processing of his data and addressed to him.

EasyMovie undertakes to implement technical and organizational measures taking into account the nature of the processing in order to help Customer, as far as possible, to comply with requests for the exercise of the rights of the persons concerned.

3.3 Customer's guarantee of compliance of security measures

Customer guarantees that the security measures implemented by EasyMovie comply with the requirements of the data protection regulations. As such, Customer also guarantees that he has performed the necessary and sufficient steps to ensure this, including an analysis of the level of risk for the rights and freedoms of natural persons caused by the implementation of the processing.

3.4 Ulterior subprocessing

Customer hereby gives a general authorization to EasyMovie to use sub-processors in the implementation of the processing. Customer has been informed and accepts the list of sub-processors accessible at the following address: <https://www.easy.movie/gdpr/sub-processors>. EasyMovie undertakes to inform Customer before any addition or change of a sub-processor by updating the above-mentioned list to be consulted by Customer on a regular basis. Starting from the date of the addition or modification of the relevant subprocessor within said list, Customer shall have a period of ten (10) days to send its observations to EasyMovie. In the absence of a response from Customer or in case of use by Customer of the EasyMovie Application and the EasyMovie Platform after this period, Customer will be deemed to have accepted the addition or the subsequent change of the considered sub-processor.

In case of objection duly justified by GDPR and not lifted within the aforementioned ten (10) days period, Customer shall have the right to terminate the Agreement by sending a notice to EasyMovie by registered mail with acknowledgment of receipt. Customer shall then cease to use the EasyMovie Application and EasyMovie Platform upon expiry of the aforementioned ten (10) days period.

EasyMovie undertakes that the services of any sub-processors to which it is relying shall be governed by a legal instrument that will bear the same obligations as those to which it is itself subject under the Addendum. EasyMovie will ensure that the technical and organizational measures put in place by its subsequent sub-processors comply with the requirements of the GDPR and will remain fully responsible to Customer for compliance with their obligations.

3.5 Destruction of Data Upon Termination of Provision of Services

Unless EasyMovie is subject to a retention obligation under the law of the European Union or of one of its Member States, Customer instructs EasyMovie to destroy the personal data processed on its behalf as well. than their existing copies.

3.6 Customer Assistance and Audit

EasyMovie undertakes to assist Customer in complying with its obligations under Articles 32 to 36 of the GDPR, taking into account the nature of the processing and the information at its disposal.

EasyMovie also undertakes to make available to Customer all information necessary to demonstrate compliance by EasyMovie with its obligations under this Appendix and those necessary for the performance of any audits, whether conducted by Customer or by any third party mandated by him.

It is agreed between the Parties that the provision of EasyMovie personnel for this assistance or as part of the conduct of an audit will be invoiced to Customer on the basis of an amount of eight hundred (800) euros HT per day / person.

The Parties agree that EasyMovie may only be subject to one (1) audit per contract year.

Article 4. Processing implemented by EasyMovie as Data Controller

4.1. Information obligation that Customer is responsible for and contact address for data protection

Customer acknowledges and agrees that it is the person best able to provide its employees and Users with information on the processing of their data implemented by EasyMovie as data controller and as described in this Article 4.

As such, the Parties agree that it will be up to Customer to provide, on behalf of EasyMovie, the provision of information to its employees and to the Users who are required by the data protection regulations and in particular to the Articles 13 and 14 of the GDPR, as regards the processing described in this Article 4.

Upon request from EasyMovie, Customer undertakes, as soon as possible, to justify the steps taken to fulfill this obligation.

Customer agrees to indemnify EasyMovie for all the negative consequences that it may suffer as a result of a breach by Customer of its obligation to inform, including any fine or image damage related to a penalty by a supervisory authority and any claim or action brought by a subject concerned.

The contact information of the person from whom Customer's employees and Users whose data is processed by EasyMovie may exercise their rights is as follows: privacy@easy.movie.

4.2. Processing implemented for the needs of the management of the contractual relationship with Customer

Customer is informed that EasyMovie will process the personal data of its employees involved in the implementation of the Agreement and the Users in order to manage the contractual relationship between Customer and EasyMovie for the duration thereof and as from its cessation in order to exercise its rights or demonstrate performance of its obligations under the Agreement.

The personal data concerned are as follows:

- The names, first names and positions of Customer's employees;
- The contact details of Customer's employees;
- The content and metadata of Customer's employees' communications with EasyMovie or its agents;
- The Agreement; and
- Login logs of Users.

If Customer is a natural person: Until the termination of the Agreement, the lawfulness of the processing of such data by EasyMovie is justified by its necessary nature to perform the Agreement.

If Customer is a legal entity: Until the termination of the Agreement, the lawfulness of the processing of such data by EasyMovie is justified by the legitimate interest of Customer and EasyMovie in the performance of the Agreement.

As of the termination of the Agreement the lawfulness of the processing of such data by EasyMovie is justified by the pursuit of its legitimate interest in the fact of being able to exercise its rights or demonstrate the performance of its obligations under the Agreement.

These data will be retained by EasyMovie until the expiry of the limitation period to assert its rights or until the end of the limitation period of Customer to assert his own under the Agreement.

The recipients of the data are the employees of EasyMovie as well as its data processors.

Customer is informed that EasyMovie will transfer the personal data outside the European Economic Area to its processors under the appropriate safeguard mechanisms and as identified at the following address: <https://www.easy.movie/gdpr/sub-processors>, for the purpose of the processing.

Customer is informed that the processing of this data by EasyMovie is an essential condition for EasyMovie to execute the Agreement. If Customer's employees and Users fail to provide such data, EasyMovie shall be entitled to terminate the Agreement for default under the conditions set out in Article 3 of the General Terms and Conditions.

4.3. Processing implemented for the improvement of the EasyMovie Application and the EasyMovie Platform

Customer is informed that EasyMovie will process Users' personal data in order to improve the EasyMovie Application and Platform.

The personal data concerned are as follows:

- The names, first names and email of the Users; and
- IP addresses, login logs, user paths on the Application and the EasyMovie Platform.

The lawfulness of the processing of such data by EasyMovie is justified by the legitimate interest of EasyMovie, Customer and its other customers in that EasyMovie can improve the Application and the EasyMovie Platform.

These data will be kept by EasyMovie for a period of twenty-four (24) months.

The recipients of the data are the employees of EasyMovie as well as its data processors.

Customer is informed that EasyMovie will transfer the personal data outside the European Economic Area to its processors under the appropriate safeguard mechanisms and as identified at the following address: <https://www.easy.movie/gdpr/sub-processors>, for the purpose of the processing.

Customer is informed that the processing of this data by EasyMovie is an essential condition for EasyMovie to conclude the Agreement. If Users fail to provide this data, EasyMovie shall be entitled to terminate the Agreement for default under the conditions set out in Article 3 of the General Terms and Conditions.

5. Use of the Sharing to YouTube Services

5.1. Relationship between Google Ireland Limited, EasyMovie and Customer

The parties both acknowledge and accept that (i) Customer is the data controller of the data processes related to Customer's use of the YouTube sharing Services and (ii) there is no processor to sub-processor relationship between Google Ireland Limited, the entity processing User data during their use of YouTube via the YouTube sharing Services, and EasyMovie.

Both parties also acknowledge that Google Ireland Limited and EasyMovie are two separate and parallel processors of Customer acting independently from one another, Customer, while using the YouTube sharing Services, giving EasyMovie the instruction of obtaining from and transferring to Google Ireland Limited personal data on its behalf.

5.2. Obligations of Customer

As a result of the terms and conditions between YouTube LLC and EasyMovie governing EasyMovie's use of the YouTube API for the provision of the YouTube sharing Services, YouTube LLC requires that EasyMovie impose a certain number of obligations on Customer. (See: <https://developers.google.com/youtube/terms/developer-policies?hl=fr#api-client-terms-of-use-and-privacy-policies>)

Consequently, Customer undertakes to provide Users, prior to their use of the YouTube sharing Services, a privacy policy and also undertakes that said policy:

- Be easily and permanently accessible by Users;
- Informs Users that the EasyMovie Platform uses the YouTube API services;
- Contains a link to Google's privacy policy accessible at the following address: <http://www.google.com/policies/privacy> ;
- Explains to Users, in a clear and intelligible manner, which of their data are processed during their use of the YouTube sharing services;

- Explains to Users, in a clear and intelligible manner, how the YouTube sharing Services use, process and disclose their data, including by identifying the internal and external recipients of said data;
- Informs Users that, in addition to the deletion of their data after the termination of the Agreement as provided for in article 3.5 of this Addendum, Users may revoke the access of the EasyMovie Platform to their data *via* the Google security settings page at <https://security.google.com/settings/security/permissions>.

Appendix 2 to the General Terms and Conditions **Sample Authorization To Use Image, Voice And Name**

I, {lastname}, {firstname}

Date of birth: {birthdate}

Domiciled at {address}

Authorize the company XXXXXXXX with a share capital of XXXXXXXX euros, which registered office is located at XXXXXXXXX, registered with the XXXXXXXX Trade and Companies Register under the number XXXX and any company of the XXXXXXXX group to use my image, my voice and my first and last name as shown or added on the photographs and videos taken via the EasyMovie application under the following conditions.

The authorization that I grant:

- covers the rights to reproduce, represent, share, communicate to the public, including the general public, adapt, modify, broadcast and digitize these videos and photographs;
- concerns all digital media known and unknown to this date including all websites, online content sharing platforms (including YouTube, Dailymotion, Facebook, Instagram, Twitter, Pinterest), e-mails, intranets, social networks, mobile and web applications, and MMS etc;
- is limited to uses within the context of the internal and external communication of the company XXXXXXXX and of all the legal entities composing the XXXXXXXX group;
- is granted for a period of five (5) years;
- is valid for the whole world.

I give this authorization free of charge and waive all compensation and consideration for it.

Executed at {location}:

Date:

SIGNATURE

{signature}

ADD THE PHRASE "Read and approved"

INFORMATION CONCERNING THE PROTECTION OF PERSONAL DATA AND ASSOCIATED WITH THE AUTHORIZATION TO USE IMAGE, VOICE AND NAME

[REDACTED] (the "Data Controller") informs you that, in the context of the authorization to use your image, voice and name (the "Authorization") that you have granted the Data Controller, the Data Controller will have to process a certain amount of your personal data (the "Data"). As such, the following table summarizes the information concerning the different processes involving your Data that will be implemented by the Data Controller:

Data processed	Data retention period	Reasons Why Data is Processed (Purpose)	Justification of the processing (lawfulness)	Terms of supply of the Data
<ul style="list-style-type: none"> - Your email address; - Your name and surname - Authorization as well as information about you that is there. 	Duration for which the Data Controller can exercise its rights against you and during which you can exercise your rights against the Data Controller.	<p>For the duration of Authorization, these Data are processed so that the Data Controller can execute the Authorization.</p> <p>These Data are subsequently processed by the Data Controller to retain evidence in the event that it needs to exercise its rights or prove the fulfillment of its obligations under the Authorization.</p>	<p>For the duration of Authorization, the processing of these Data is justified by the fact that it is necessary for the execution of the Authorization.</p> <p>The subsequent processing of these Data is justified by the fact that the Data Controller has a legitimate interest in retaining evidence in order to exercise its rights or prove the fulfillment of its obligations under the Authorization.</p>	<p>The provision of these Data is part of the Authorization process and is therefore contractual in nature.</p> <p>The non-provision of these Data makes the Authorization impossible.</p>
<ul style="list-style-type: none"> - Your image - Your voice - Your full name 	Duration of the Authorization	These Data are processed so that the Data Controller can perform internal and external communication operations.	The processing of these Data is justified by the fact that it is necessary for the execution of the Authorization.	<p>You are free to provide these Data or not to provide them.</p> <p>Once you provide them, the Data Controller will be entitled to use them in accordance with the Authorization.</p>

Your Data will be communicated to the employees of the Data Controller, to its service providers, including IT service providers, and for your image, your voice and your name and surname also to the recipients of the internal and external communication operations of the Data Controller.

As such, you are informed that your Data will be transferred from outside the European Economic Area to the following processors:

Identity of the processor to which the Data is transferred	Appropriate safeguard mechanisms governing the transfer outside the EEA (such as, for example, the Privacy Shield, BCR, standard contractual clauses)
<ul style="list-style-type: none"> - Last name : - Registered Address : - Registration number : 	
<ul style="list-style-type: none"> - Last name: - Registered Address: - Registration number: 	
....

You have the right to access, rectify, erase and to obtain your Data in a portable format, as well as to object and to limit the processing of your Data.

To exercise any of your rights, you can send an email to the Data Controller at the following address: _____.

You are also informed that you have the right to file a complaint with a data protection supervisory authority.

Appendix 3 to the General Terms and Conditions

Terms of Use

Version dated February 5, 2020

The Terms of Use are a contract between the Granting Entity and the Licensed Entity on whose behalf you are using the EasyMovie Application.

As such, prior to the acceptance of the Terms of Use, you declare that you have the capacity and power to represent the Licensed Entity and to accept the Terms of Use on its behalf.

Article 1. Definitions

All terms defined below that begin with a capital letter are used with the following meaning:

"EasyMovie Application": means the application developed and published by EasyMovie (including updates, evolutions and patches delivered by EasyMovie) and made available to the Licensed Entity in its mobile version and, where applicable, in its version web.

"Terms of Use" means the contractual terms and conditions between the Granting Entity and the Licensed Entity regarding the conditions of use of the EasyMovie Application (this document).

"Additional Terms" means any other agreement between the Parties whose provisions are intended to govern the provision of the Services by the Granting Entity to the Licensed Entity.

"Agreement" means both the Terms of Use and the Additional Terms.

"Contents" means all information, data, videos, photographs, images and sounds that a User or the Licensed Entity uploads into the EasyMovie Application.

"EasyMovie": means My Easy Movie, a simplified joint stock company, registered with the Paris Trade and Companies Register under number 791 945 801.

"Licensing Entity": means the entity, from EasyMovie and the EasyMovie Partner, by which the Licensed Entity has acquired the right to use the EasyMovie Application.

"Licensed Entity" means the entity that has a right to use the EasyMovie Application acquired from the Licensing Entity.

"EasyMovie Partner" means the EasyMovie partner company authorized to market or otherwise grant licenses for the EasyMovie Application.

"Party(s)" means, in the singular, either of the Contracting Entity and the Licensed Entity, and in the plural, both entities together.

"Services" means the services which the Licensee benefits under the Agreement, including the provision of the EasyMovie Application.

"Premium Music Titles": means the music titles made available to the Licensed Entity, which can be synchronized and used with the Videos made via the EasyMovie Application in accordance with article 2.2 of the Terms of Use and in return the payment of the fee defined in the Additional Terms.

"Royalty Free Music Titles": means the music titles made available to the Licensed Entity for free and that may be used in Videos made via the EasyMovie Application in accordance with Article 2.2 of the Terms of Use.

"User": refers to the persons identified by the Licensed Entity, or the EasyMovie Partner, when relevant, and authorized to use the EasyMovie Application.

"Video": refers to the result obtained by the editing done via the EasyMovie Application from the Contents.

Article 2. Conditions of license

2.1 Conditions of use of the EasyMovie Application

The EasyMovie Application and all component parts (such as trademarks, logos, computer programs, graphics, images, texts) are the exclusive property of EasyMovie or have been licensed to it.

The Agreement does not assign any intellectual property rights of any kind to the elements belonging to EasyMovie, regardless of the Licensing Entity.

In consideration of the fulfillment of the financial conditions set forth in the Additional Terms, the Licensing Entity grants to the Licensed Entity a non-exclusive, personal, non-assignable, non-transferable right to use the EasyMovie Application, for the entire world and for the duration of the Agreement, for the sole purpose of using the EasyMovie Application and the Services, under the conditions and within the limits specified in the Agreement. The right to use the EasyMovie Application includes the right to install it on a smartphone and to use the features offered by the EasyMovie Application. The Licensed Entity is aware that the EasyMovie Application is compatible with the latest version and the two (2) previous versions of the iOS and Android operating systems.

In any case, the Licensed Entity is not authorized to:

- copy or reproduce all or part of the EasyMovie Application in any way;
- modify, improve, translate, adapt or arrange the EasyMovie Application, or create derivative works from any or all of the EasyMovie Application, in any manner whatsoever;
- put the EasyMovie Application on the market, distribute it, rent it, lend it or sublicense it, either free of charge or on a cost-free basis, whatever the process envisaged;
- correct errors in all or part of the EasyMovie Application;
- make more than one (1) backup copy of the EasyMovie Application;
- decompile or reverse engineer all or part of the EasyMovie Application, including for interoperability purposes, without first having requested from the Licensing Entity the information necessary for interoperability.

Notwithstanding the foregoing, the Licensed Entity may authorize Users to use the EasyMovie Application for the sole purpose of using the Services, under the terms and conditions specified in the Agreement, under a non-exclusive sublicense. , personal, non-transferable and non-transferable.

EasyMovie, regardless of the Licensing Entity, has the right to monitor the number of User Accounts created by the Licensing Entity to ensure that the EasyMovie Application is used in accordance with the license terms provided for to the Agreement.

The Licensed Entity is informed that the EasyMovie Application contains the open source MySQL software (<https://github.com/mysql/mysql-server>) distributed under the GPL license.

2.2 Conditions of Use of Premium Music Titles and Royalty Free Music Titles

When provided in the Additional Terms, the Licensing Entity makes available to the Licensed Entity Premium Music Titles and Royalty Free Music Titles for integration and synchronization with the Videos. The Licensed Entity must do the necessary with authors and rights holders to obtain the right to use and broadcast in its Videos sounds or music other than Premium Music Titles and Royalty Free Music Titles.

For a period of one (1) year from the date of purchase, the Premium Music Titles may be synchronized by the Licensed Entity with Videos made via the EasyMovie Application, multiple times and worldwide. Once synchronized with Videos, Premium Music Titles may be broadcast by the Licensed Entity with such Videos, for the statutory term of copyright protection, for internal and external institutional uses by all media. (excluding television and radio), for the whole world and without any additional remuneration being due by the Licensed Entity.

Article 3. Provision of Services

When provided in the Additional Terms, the Licensed Entity may benefit from Video Editing Services or "Image Rights Authorization" Services.

Article 4. Use of the Sharing to YouTube Services

The Licensing Entity offers the Licensed Entity the ability to share Videos to YouTube directly from within the EasyMovie Application *via* a YouTube API by connecting to a Google or YouTube account. In doing so, the Licensed Entity shall accept YouTube's Terms of Service (<https://www.youtube.com/t/terms>). The Licensed Entity undertakes to comply with those terms.

The Licensed Entity warrants that it has all the necessary rights to use the Google and/or YouTube account with which the Videos will be shared on YouTube *via* the EasyMovie Platform.

Article 5. Warranties

5.1 Warranties of the Licensed Entity

The Licensed Entity guarantees that it has all the rights to the Content necessary to create the montages, use the Content and broadcast the Videos. In particular, the Licensed Entity guarantees that the Content and Videos:

- do not infringe the rights of third parties, and in particular do not infringe upon their privacy or any of their personality rights;
- are not defamatory or abusive, outrageous, deceptive or slanderous to the detriment of any third party;
- do not constitute an act of counterfeiting, unfair competition or parasitism;
- do not incite to commit any criminal offense;
- do not contain any viruses, worms, Trojan horses or any file, computer program likely to interrupt, destroy or limit the features of the EasyMovie Application;
- are not contrary to public order and / or morality, and in particular are not likely to lead to prosecution and / or criminal or administrative sanctions;
- comply with the applicable legal provisions.

The Licensed Entity shall indemnify the Licensing Entity against any claim, action or claim by third parties (including employees of Customer or EasyMovie) as a result of the use of Content contrary to this article in a Video. In addition, the Licensed Entity is informed that certain Content which is considered to be likely to violate the provisions of this article may be deleted or rejected from the EasyMovie Application.

5.2 Warranty of the Licensing Entity

With the exception of the warranties expressly mentioned in the Agreement, all Services are provided "as is". The Licensing Entity does not make any other warranties, whether express or implied, statutory or otherwise, and in particular, the Licensing Entity does not grant any implied warranties of merchantability, fitness for a particular purpose, ability of the Services to meet special needs, and any other guarantees that interfere with business relationships or business practices. With the exception of the warranties expressly set forth in the Agreement, the Licensing Entity does not give any guarantee that the Services or the results obtained from their use, will be in accordance with the expectations of the Licensed Entity, will operate without interruption, will achieve an expected result, will be compatible or work with any software, system or other services or be secure, accurate, complete, harmless or error-free.

Finally, the Licensed Entity is informed and accepts that the Licensing Entity does not grant any guarantee as to the results obtained from the Contents of the Licensed Entity, and in particular as regards the quality, visibility or relevance of the Content, which they are included or not in a Video, and in particular for Video Editing and Editing Services.