ANNEX 6
SPECIFIC PURCHASING TERMS FOR IT SERVICES

THESE SPECIFIC PURCHASING TERMS FOR IT SERVICES SHALL APPLY IN ADDITION TO THE IPSOS PURCHASING TERMS IF VENDOR PROVIDES TO IPSOS SOFTWARE LICENSES AND ANY RELATED IT SERVICES SUCH AS PROFESSIONAL SERVICES, MAINTENANCE, SUPPORT SERVICES OR HOSTING SERVICESTO IPSOS ("IT SERVICES")

"User(s)": means, as applicable, any authorized person within Ipsos and its Affiliates worldwide, its respective employees, agents, subcontractors, contractors and Ipsos' end clients, a Panel Member or a Community Member (if any) who have been supplied license keys or other permitted access details by Ipsos. **"Panel Members/Community Member(s)"** means a pre-recruited individual who has agreed to take part in market research activities and be continuously surveyed.

1. SOFTWARE LICENSE AND PROVISION OF IT SERVICES

(a) Subject to the **Ipsos Purchasing Terms**, Vendor grants to Ipsos and/or its Affiliates a worldwide, non-exclusive, non-transferable, non-sub licensable usage license to (a) access, deploy, install and use the software as identified in the Purchase Order (including any updates, improvements or enhancements made by the Vendor) ("**Software**") through and for each User (as specifically defined in the Purchase Order) and also for or on behalf of Ipsos's clients in the territory identified in the Purchase Order, in accordance with the Software's documentation, and (b) access and use the Software for Ipsos' own internal business purposes ("**Software License Grant").** The terms of the Software License Grant shall be identified in the Purchase Order. Upon the effective date of the Purchase Order, Vendor shall issue to Ipsos and shall provide an Ipsos administrator with a user password to download and install the Software and the documentation. Ipsos and its Users are responsible for maintaining the confidentiality of all passwords at all times. Ipsos shall promptly inform Vendor if passwords are being compromised.

(b) Ipsos shall not do any of the following: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code for, or underlying algorithms of the Software; (ii) modify, translate, or create derivative works based on the functionality contained in the Software (except for reversibility purposes; (iii) rent, lease, distribute, sell, assign, or otherwise transfer its rights to use the Software; or (iv) use the Software on a timesharing or service bureau basis or otherwise for the benefit of a third party other than the Ipsos's end clients and the authorized Users of the Software License Grant as set forth in this Section.

(c) During the Term and at no additional charge to Ipsos, Vendor shall provide Ipsos access to and maintain online documentation, accessible via the Internet, documenting application features and functionality, including but not limited to existing APIs. The Vendor shall, from time to time, promptly deliver a copy of any revised, updated or supplemental documentation to Ipsos, at no additional costs to Ipsos. Ipsos may reproduce any such documentation as reasonably necessary to support internal use of the Software.

(d) Vendor shall maintain a regular Software update and development lifecycle in order to allow Ipsos to use the latest up-to-date version of the Software and hardware technology possible. Vendor warrants that any change to the specifications of the Software will not diminish the features and functionalities contained in the Software. No changes to the Software may be implemented without Ipsos' prior written approval (which shall not be unreasonably withheld) except as may be necessary on a temporary basis to maintain continuity of any maintenance of IT Services.

(e) Vendor will maintain the Software at a reputable third-party Internet service provider (either directly or through Ipsos e.g. via Amazon Web Services) that has a current 3rd party audit report for Information Security controls such as SSAE 18 SOC 2, ISO 27001, ISO 020252. In addition, the hosting facility will guarantee the privacy, security, integrity or authenticity of any information so transmitted over or stored in any system connected to the Internet or that any such security precautions will be industry standard.

(f) If Vendor hosts Ipsos data or Personal Data, Vendor shall host such data in compliance with the provisions contained in the agreed SLA (if any) during the Term. Vendor's data servers shall be located in the EU (European Union).

(g) If the Software and/or any Ipsos data or Personal Data are being hosted by the Vendor, Ipsos has the right to request Vendor , at any time or in case of termination of a Purchase Order, from Vendor's servers to delete or erase any such data (including any database or copy of the database) in a format compatible with "Microsoft SQL Server" or in any other format as requested by Ipsos as well as any back-ups ("Disposal") according to Ipsos' specific instructions and at no cost for Ipsos. Vendor shall not contract out such Disposal or involved any third parties in this process without the prior written consent of Ipsos. After 30 days, Vendor will certify such deletion or erasure in writing to Ipsos. Deletion or erasure refers to the destruction of such data so that no copy of such data remains or can be accessed or restored in any way.

(h) Ipsos shall be entitled to the benefits of any standard Service Level Agreement(s) **"(SLA(s")** offered by the Vendor. Vendor hereby commits to provide such SLA(s) to Ipsos upon request. Ipsos reserves the right to request penalties from the Vendor for any breach of the service levels agreed in an SLA. Notwithstanding the foregoing, the Vendor shall ensure that the IT Services are available to Ipsos at least 99% of the time during any calendar month, failing which Ipsos may impose penalties as per the terms agreed upon. Vendor shall from time-to-time issue to Ipsos new releases, containing error corrections and updates. Vendor will provide Ipsos with one copy of each release for each copy of the Software without additional charge.

The application of any penalties or service credits does not mean that Ipsos waives the requirement for Vendor to comply with any key dates or milestone or a Service Level. The penalties/service credits are due without prejudice of any right to possible compensation or claim by Ipsos due to damage suffered as a result of the non-compliance with any key dates or milestone or any service levels by Vendor. Ipsos is entitled to receive a refund of the fees paid by Ipsos to Vendor or to set off any compensation against any next fees or amounts to be paid by Ipsos to Vendor or to ask Vendor to issue credit notes for the same amount. Ipsos's decision not to apply this clause shall not be construed as a waiver of the right to impose penalties. Under no circumstances should the Vendor be permitted to withhold support, even if there is a dispute between the parties.

(i) At Ipsos' request, Vendor will train Ipsos' personnel, in presence or remotely based on the agreement of the parties on the use and operation of the Software and the Work Product in order to ensure Ipsos may use the Software, the IT Services and the associated documentation or on behalf of Ipsos' end clients, and to provide ongoing instruction and training to Ipsos' personnel on a periodic basis.

2. TEMPORARY UNAVAILABILITY OF THE SOFTWARE

(a) Vendor will be able to suspend the access to the Software, subject to ten (10) business days, prior notification of Ipsos, and subject to providing to Ipsos relevant justification for the suspension in the following case and on the condition that none of the below has been caused by Vendor or as a result of its gross negligence or willful misconduct:

- the suspension is required to perform scheduled maintenance or scheduled updates,
- the suspension is required by any applicable laws, regulations or by a Court decision.

(b) Vendor shall not be liable for any justified interruption or suspension of the Software if and to the extent such interruption or suspension of the Software is caused by the cases above. Vendor will provide best efforts to restart the Software promptly as possible and to mitigate the impact of the suspension. Vendor will not charge Ipsos a fee for restarting Software.

(c) In the event of an external attack (such as a DDoS attack), Vendor will implement and employ various mitigations and tactics to reduce the attack as per the Vendor's mitigation plan that will be part of the SLA.

3. DISASTER RECOVERY AND BUSINESS CONTINUITY PLAN

Vendor represents and warrants to Ipsos that it has and will maintain a disaster recovery and business continuation plan **("BCP")** for multiple scenarios and expected disaster profiles that enable Vendor to continue to provide the Services in accordance with the Ipsos Purchasing Terms, these Purchasing Terms for IT Services or any Purchase Order. The BCP will be tested, revised and updated yearly or with new system/infrastructure changes to ensure continued operability. A documented test of the BCP by means of a desk exercise or scenario role play will be done yearly. Vendor shall provide a copy of such BCP to Ipsos for approval, within 30 days from (i) the Term and (ii) each revision or update of such BCP. Vendor will implement and activate the BCP upon the occurrence of any event materially affecting Ipsos' timely receipt of the IT Services and/or the Work Product and shall restore the same level of service of the Vendor's applications to Ipsos. Vendor will work with Ipsos to agree on BCP objectives.

4. AUDIT

(a) In addition to the provisions contained in the Ipsos Purchasing Terms, Vendor and Ipsos (or Ipsos end client if it is the case) shall meet to review each audit report (or extract) promptly and to mutually agree upon an appropriate and effective manner in which to respond to any deficiencies identified and modifications suggested by the audit report. If any audit report indicates that Vendor or its agents or its authorized sub-processor's/subcontractors are not in compliance with any applicable law, audit, or other requirement applicable to Vendor pursuant to the Terms, Vendor shall take, and shall cause its agents to take, prompt actions to comply with such requirement and Vendor shall refund any overcharge. Vendor shall bear any cost and expense to implement any such response that is (i) required by any law or audit requirement relating to Vendor's business or (ii) necessary due to Vendor's non-compliance with any law, audit, or other requirement applicable to Vendor pursuant to the Agreement.

(b) If, as a result of such audit, Ipsos or its designated third party auditor reasonably determines that Vendor has overcharged Ipsos under a Purchase Order, Ipsos shall notify Vendor of the amount of overcharge and Vendor shall promptly pay to Ipsos the amount of the overcharge, plus (i) the reasonable costs, expenses Ipsos incurred in conducting the audit, and (ii) interest on such overcharged amount at the rate of 1,5% per month or the highest interest charge allowed under applicable law, whichever is the less.

(c) Independently of the other audits and inspections, Ipsos shall have the right to receive a copy of the operational journals, incident reports, reports for interventions concerning the execution of the IT Services. Such copies shall be made available without any formality or additional costs.

(d) Vendor shall fill out an Ipsos Information Security Assessment form before engagement begins. Vendor can submit a SSAE 18 SOC 2 or ISO 27001 audit in lieu of filling out the report. The form must be filled out every two (2) years.

(e) If Vendor is hosting Ipsos information, a vulnerability scan of the servers/infrastructure that will be hosting Ipsos information is required. Vendor has a choice of submitting an auditor's scan report in lieu of Ipsos performing the scan. The scan must be completed before the infrastructure or applications become live and in production.

(f) If Vendor has created a web application for Ipsos, an application vulnerability scan of the application will be done (to test for application vulnerabilities such as Cross Site Scripting, SQL Injection etc.). The time for the scan must be before the application has been released into production. The Vendor has the choice of submitting an auditor's scan report in lieu of Ipsos performing the scan. An application vulnerability scan must be conducted yearly during the course of the engagement and the results provided to Ipsos upon its request.

5. REVERSIBILITY

Vendor must take all measures and actions to enable Ipsos, when a Purchase Order or any IT Services terminates for any reason whatsoever, to allow Ipsos or a third-party provider appointed by Ipsos to take over all or part of the Services following termination or expiration of a Purchase Order or an IT Service for any reason whatsoever; ("**Reversibilit**y") with Vendor's cooperation and assistance. If Ipsos data have been stored on mutualized storage and safeguard resources, it must be possible to extract them without difficulty and within lead times compatible with the transfer operations thus causing a very limited stopping period in the operation of Ipsos' applications with the reasonable technical assistance of Vendor necessary for exercising the Reversibility plan. The Reversibility phase starts as from (i) the notification in case of early termination or (ii) upon termination of the Purchase Order or the relevant IT Service. The Reversibility Phase will be for a duration of 8 (eight) months unless otherwise agreed by the parties at the beginning of the Reversibility phase or extended by mutual agreement.

During the Reversibility phase, all the IT Services are maintained to the levels set out in the SLA (if any). The Reversibility plan shall be prepared in advance by Vendor and shall be delivered to Ipsos within 3 (three) months following the effective date of the Purchase Order. The Reversibility plan shall be subject to approval by Ipsos. The parties shall negotiate in advance in good faith the Reversibility fees which will be based on fair and competitive market prices. The Reversibility fees are not charged by Vendor to Ipsos in case of termination of a Purchase Order or an IT Service by Ipsos for a cause not attributed to Ipsos.