

**SPECIAL TERMS AND CONDITIONS FOR DV LIVE  
V. 01/01/2020**

**WHEREAS**

The Company, a Digital Virgo group subsidiary, specializes in providing publishing and hosting multimedia services. Its mission is to offer a range of innovative mobility, voice and Internet services and products. With its experience in interactivity, the Company has created a technical solution for managing the interactivity of its partners' services.

As part of its business activities, the Partner wants its listeners/viewers to be able to access a number of services such as dedications, surveys, competitions or voting services relating to its activities. It therefore wants to offer interactive services in connection with its activities. To this end, it has approached the Company because it wants to manage the interactivity of its programs—alone, or with the Company's assistance—using the Company's technical solution (the DV Live Solution).

**0. DEFINITIONS**

**Personal Data:**

means the personal data collected by the Partner in the context of the Services that it organizes and manages using the DV Live Solution.

**Interface:**

means the technical interface for accessing the DV Live Solution. The Partner uses this interface to configure each Service. The Interface is available in French, English and Spanish.

**Facebook:**

means the Facebook social network, from which End-users can participate in the Services offered by the Partner.

**SMS Short Number:**

means the five-digit code assigned to the Company and connected to the mobile telephone operators by the Company, allowing access to the Service and specified in the Purchase Order.

**Surcharged Voice Number:**

means a number of the "08 AB PQ MCDU" type that the End-user is billed for calling (there is generally a surcharge for accessing the Services).

**Non-Surcharged Voice Number:**

means (i) a telephone number of the "08AB PQ MCDU" type that is toll-free or billed to the End-user at the local rate, or (ii) a geographical or "09" phone number billed to the End-user at the local rate.

**Operator:**

means any body that operates an electronic communications (telecommunications) network, or bills for or provides electronic communications (telecommunications) services.

**Network:**

means the communications networks comprised of facilities or sets of facilities for the transmission and routing of communications signals as well as for the exchange of information between the network termination points.

**Resources:**

means resources consisting of SMS Short Numbers and/or Surcharged Voice Numbers.

**Service(s):**

means occasional events that the Partner offers to End-users.

**DV Live Solution:**

means the technical solution enabling the Partner to manage its interactive Services and, precisely, to offer its Services to End-users by creating them—alone, or with assistance—in the DV Live Solution.

**Territory:**

means a territory agreed to in the Purchase Order.

**Twitter:**

means the social network from which End-users can participate in the Services offered by the Partner.

**End-user:**

means a End-user of the Services offered by the Partner.

**Chatbot:**

Means a computer program designed to simulate an intelligent conversation with one or more End-users over Internet.

**1. DESCRIPTION OF THE DV LIVE SOLUTION**

The DV Live Solution enables the Partner to create and manage the technical aspects of the Partner's Services.

As a result, the Partner can choose to create and manage the following Services as defined in Annex 1:

- Voting services;
- Survey services;
- Dedication services;
- Competition services.

These services may notably be accessed via the following technical means:

- SMS short numbers;

- Surcharged and non-surcharged voice numbers;
- Facebook;
- Twitter.
- Chatbot.

The Resources used may:

- belong to the Company and be dedicated to the Partner as part of the DV Live Solution;
- belong to the Company and be shared between the Partner and other partners of the Company;
- belong to the Partner as part of the DV Live Solution.

The DV Live Solution may be used:

- independently by the Partner;
- with the Company's assistance.

The details of the services agreed between the Partner and the Company are set out in the Purchase Order.

The DV Live Solution enables the Partner to plan and offer several independent or parallel Services, moderate the Services and access reports on each Service.

## **2. OBLIGATIONS OF THE COMPANY**

### **2.1. General Obligations**

➤ As part of the performance of the Agreement, the Company undertakes to do the following:

- provide the DV Live Solution;
- provide the Interface;
- provide the Partner with one or more Resources so that the Partner's Services are available;
- take the necessary steps with the Operator(s) to activate the Resources specified in the Sales Order. As such, the Partner expressly acknowledges and accepts that the effective commissioning of the Resources will depend solely upon the implementation deadlines for connection operations by the internal departments of the Operator(s);
- develop and maintain the IT flow of the Services provided by the Partner;
- provide the Partner with access to traffic statistics as well as an interface enabling the Partner to retrieve the Personal Data of the End-users.

➤ The Company shall also set up the following:

- the configuration connected to the Network of the Operator(s) for the Partner's Service(s);
- applications for connecting to said Network;
- the technical and IT developments required in order for the Service to work;
- the management of the applications and services (for managing SMS messages, calls, and Facebook and Twitter flows).

➤ Hosting

Under this Agreement, the Company undertakes to host the Services on its infrastructure or on that of its partners of which the Partner is aware.

The Company undertakes to ensure that the Service is available for at least 95% of the day as calculated over 24 hours when the server has an average efficiency rate under a load of at least 85%.

In the event of the Service being unavailable due to minor and partial technical malfunctions for which the Company or its subcontractors are responsible, the Company shall make every effort to remedy the operational faults and make the necessary corrections, and it shall inform the Partner by e-mail and telephone.

The undertakings made in this article shall be understood to exclude cases of force majeure as provided for by the Civil Code and defined by case law (riots, wars, strikes, fire, natural disasters, and power, telephone, rail, air, road and sea connection downtime, as well as in general) and excluding malfunctions or interruptions attributable to third parties (notably including the Telecommunications Operator(s) and/or EDF [electrical energy provider]).

#### ➤ Maintenance

The Company may, after notifying the Partner at least forty-eight (48) hours in advance except in the event of force majeure or exceptional circumstances, interrupt the operation of the Services in order to carry out maintenance, servicing and update operations.

In addition, after duly informing the Partner and giving twelve (12) hours' notice, the Company may stop the server that hosts the Services, for exceptional technical reasons.

It is hereby agreed that the Partner's agreement regarding the date and time of the work shall be sought in all cases where server maintenance makes it necessary to interrupt the Services.

The Company undertakes to rebuild any documents or files entrusted to it and for whose loss or damage it is responsible, provided that the Partner provides it with the data needed in order to do so.

### **2.2. Obligations Applicable to the Independent Management by the Partner of the DV Live Solution**

The Company undertakes to do the following:

- activate the Interface access rights requested by the Partner;
- provide the documentation for using the Interface;
- respect the flow specified by the Partner in the Interface;
- respect the open and closed periods of the Services, specified by the Partner in the Interface, for providing End-user access to the Services;
- send the SMS messages or alert flows written by the Partner.

### **2.3. Obligations Applicable to the Support Services Provided by the Company in Connection with the Management of the DV Live Solution**

The Company undertakes to do the following:

- activate the Interface consultation rights for the Partner;
- create and manage the Services in accordance with the operational and technical specifications provided in advance by the Partner;
- enter the information that the Partner provides via the Interface, such as the Service flow(s) and open and closed periods, and the text of SMS messages and/or alerts;
- send the End-users' Personal Data to the Partner.

### **3. OBLIGATIONS OF THE PARTNER**

#### **3.1. General Obligations**

In its capacity as the publisher of the Services, the Partner shall notably undertake to do the following:

- in any promotional campaigns that it may need to carry out in order to promote the Services, indicate the cost of Service access for the End-user, expressed in the local currency and including VAT, as well as the legal notices;
- inform the Company during the course of the Services, if any new promotional campaigns are likely to generate traffic peaks more than 25% higher than any peaks recorded during the last six (6) months, in order to enable the Company to adapt its ability to receive SMS messages or calls or Facebook or Twitter flows;
- promote and market Services in accordance with the law and normal practice under its sole and exclusive responsibility. In particular, it shall warrant and guarantee compliance with the rule of law, End-user protection, electronic communications regulations and the right to information and communication and shall assume full editorial responsibility for the promotion and use of the Services and, where applicable, the content of the Services when the information appearing in the Service has been provided by the Partner to the Company;
- comply with the legal and/or regulatory provisions applicable to the Services and, more particularly, to games, dedications, surveys and votes;
- use the Resources belonging to the Company in accordance with their use agreed by and between the Company and the Partner;
- reserve the Resources when they belong to it and provide the Company with all the data needed in order to connect said Resources to its servers and to the Operators;
- provide the Company with all the information needed in order for the Services requested of it to work properly, within the deadlines and schedule to be defined by mutual agreement;
- deal with complaints from End-users;

- submit the rules for competitions to a ministerial officer and assume responsibility for their application and the costs relating thereto;
- retrieve and list the details of the winners on the dedicated Interface provided by the Company.

#### **3.2. Obligations Relating to the Organizing of Competitions Using the DV Live Solution**

The organizing of lotteries that require the player to make a financial contribution, notably through the use of surcharged numbers, is strictly regulated by Article L322-2-1 of the French Internal Security Code.

The organizing of competitions using surcharged numbers is permitted, as an exceptional case, for lotteries organized by a mass medium as part of one of its broadcasts or publications (L322-7 of the French Internal Security Code).

Consequently, any request by the Partner to organize competitions on the DV Live tool must correspond to the aforementioned exceptional case.

#### **3.3. Obligations Applicable to the Independent Management by the Partner of the DV Live Solution**

The Partner undertakes to do the following:

- use the Interface in accordance with the technical specifications and technical documentation provided by the Company;
- provide all useful information for each Service it offers, including the following:
  - the type of Service;
  - the Service flow;
  - the means of access to the Service;
  - the periods during which the Service is open and closed;
  - the texts and content of the Service.

#### **3.4. Obligations Applicable to the Support Services Provided by the Company in Connection with the Management of the DV Live Solution**

The Partner undertakes to do the following:

- consult the Interface in accordance with the technical specifications and technical documentation provided by the Company;
- provide the Company with all useful information for each Service it offers, including the following:
  - the type of Service;
  - the Service flow;
  - the means of access to the Service;
  - the periods during which the Service is open and closed;
  - the texts and content of the Service.
- validate the flows, the periods during which the Services are open and closed, and the texts and content of the Services if these are proposed by the Company, within five (5) business days of their presentation. A lack of response from the Partner constitutes acceptance of the Company's proposals.

## **4. PERSONAL DATA**

### **4.1 Protection of Personal Data**

The Partner and the Company acknowledge and accept the importance of strict compliance with the regulations in force concerning the protection of personal data and, more specifically, in the context of the application of European Regulation 2016/679 of April 27, 2016 on the protection of natural persons with regard to the processing of personal data (General Data Protection Regulation, or GDPR).

The Partner and the Company shall be free to determine the purposes and means of the processing that they perform on their own behalf. The Partner and the Company shall be liable for all of their legal and regulatory obligations relating to the protection of personal data for the processing that they perform on their own behalf.

The Partner shall not be held liable for any breach of the obligations by which the Company was personally bound.

The Company shall not be held liable for any breach of the obligations by which the Partner was personally bound.

In this respect, the Partner and the Company shall be personally liable for any sanctions or financial consequences that they may incur as a result of their failure to comply with the data protection regulations for the processing that they perform on their own behalf.

### **4.2 Subcontracting**

Regarding the tasks entrusted to it under this Agreement, the Company recognizes the importance of compliance with the special obligations applicable to the subcontractors of data controllers.

The Company may be required to process personal information on behalf of and on the instructions of the Partner. The protection of personal data and the conditions under which personal data is processed are of major importance for the Partner and the Company.

As the data controller of the processing performed under this Agreement, the Partner warrants and guarantees to the Company that it has implemented the legal prerequisites required by this Agreement and that the information may be communicated in compliance with the applicable data protection regulations, including the formalities, the informing of data subjects and, when applicable, the collection of consent.

In this respect, the Partner shall be personally liable for any sanctions or financial consequences that it may incur as a result of its failure to comply with the data protection regulations for the processing performed under this Agreement.

The purpose of Annex 2 "Protection of Personal Data" is to specify the Company's obligations

relating to any processing of personal data that the Company may perform hereunder.

In order to provide strong protection of personal data as well as processing that complies with the purpose of the agreement and the regulations relating to data protection, the Company undertakes to process personal data relating to the Partner in accordance with its written instructions and the provisions set out in Annex 2 "Protection of Personal Data", with which the Company expressly declares that it is able to comply.

**ANNEX 1**  
**FUNCTIONAL SPECIFICATIONS OF EACH SERVICE**

---

**Competition Service**

1- Description of the Service

Format:

- Open-ended questions
- Closed-ended questions
- Request for contact information

Type:

- Instant Draw
- Winning Score
- Draw (instant or scheduled)

Period:

- Start date
- End date

Setting of questions:

- Choice of the number of questions
- Setting of dates for sending questions
- Ordered and/or random questions

2- Reports

- Extraction of entries (aliases, information sent by the End-users, and contact details)
- E-mail or SMS alert
- Exporting of reports in CSV format
- Report on the Competition Service

3- Counter for choosing winners

- Setting-up of a single counter for one or more game flows
- Instant updating of counters
- Draw for the entries segment defined by the Customer (e.g. draw from the players, or from the entries)

**Voting Service**

1- Description of the Service

- Type:
  - o Ordinary Voting
  - o Live Voting
- Several possible flows

2- Reports

- Detailed real-time and customizable statistics
- E-mail or SMS alert
- Voting Service report

3- Optional

- The ability to add a draw to the Voting Service

**Dedication Service**

1- Description of the Service

- Displaying of messages on the Interface, combining all flows (SMS messages, calls and social networks)
- Displaying of modular messages
- Ability to moderate messages via the Interface
- Connection to the IT systems of TV channels in order to broadcast messages during TV programmes

2- Reports

- Exporting of reports in Excel format
- E-mail or SMS alert
- Dedication Services report

3- Optional

- The ability to add a draw to the Dedication Service

**Survey Service**

1- Description of the Survey Service

- Simple Survey and Live Survey
- Several possible flows

2- Report

- Exporting of reports in Excel format
- E-mail or SMS alert
- Dedication Services report

4- Optional

- The ability to add a draw to the Survey Service

**ANNEX 2**  
**PROTECTION OF PERSONAL DATA**

---

## **1. General Context**

The purpose of these clauses is to define the conditions under which the Company undertakes to perform the personal data processing operations defined below on behalf of the Partner.

The Partner and the Company acknowledge and accept that the Partner is the Controller, and the Company is the Processor.

The Controller authorizes the Processor to process personal data on its behalf under the conditions, and for the purposes, defined in the Agreement.

Accordingly, the Processor undertakes to process the personal data provided by the Controller in accordance with its written instructions and the rules established within this Agreement.

## **2. Details of Processing**

### **2.1 GDPR DPO or Contact**

For the Controller: refer to the Purchase Order

For the Processor: Agnès Filaferro, e-mail: service-rgpd@digitalvirgo.com

### **2.2 Data Subjects**

The processing concerns the following people:

- End-users of the Services offered by the Partner
- End-users of the DV Live tool

### **2.3 Personal Data Processed**

#### **2.3.1 Votes**

The following categories of data are processed: Civil status, telephone number or e-mail address, transaction data, messages, login, and password

#### **2.3.2 Surveys**

The following categories of data are processed: Civil status, postal address, telephone number or e-mail address, transaction data, messages, login, and password

#### **2.3.3 Dedications**

The following categories of data are processed: Civil status, postal address, telephone number or e-mail address, transaction data, messages, login, and password

#### **2.3.4 Competitions (SMS+ and standard-rate SMS messages, and surcharged and standard-rate calls)**

The following categories of data are processed: Civil status, postal address, telephone number or e-mail address, transaction data, messages, login, and password

#### **2.3.5 Customer Relationship Management**

The following categories of data are processed: Civil status, postal address, telephone number or e-mail address, ID card number, transaction data, messages, bank account details, and operator invoice.

#### **2.3.6 Direct Marketing Campaigns**

The following categories of data are processed: Title, first name, last name, telephone number and transaction data.

## **2.4 Purposes of the Processing**

### **2.4.1 Votes**

The data is processed for the following purposes:

- Vote management
- Voting statistics
- Participation reports
- End-user rights management (access, editing, deletion, portability, restrictions and blocking)

### **2.4.2 Surveys**

The data is processed for the following purposes:

- Management of survey operations
- Survey statistics
- Participation reports
- End-user rights management (access, editing, deletion, portability, restrictions and blocking)

### **2.4.3 Dedications**

The data is processed for the following purposes:

- Dedication operation management
- Dedication statistics
- Participation reports
- End-user rights management (access, editing, deletion, portability, restrictions and blocking)

#### **2.4.4 SMS Competitions**

The data is processed for the following purposes:

- SMS+ competition operation management
- Competition statistics
- Participation reports
- Draws
- End-user rights management (access, editing, deletion, portability, restrictions and blocking)

#### **2.4.5 Customer Relationship Management**

The data is processed for the following purposes:

- Customer request management
- Management of customer refunds
- Request and refund statistics

#### **2.4.6 Direct Marketing Campaigns**

The data is processed for the following purposes:

- Management of direct marketing campaigns sent by SMS to customers who have participated in an operation proposed by the Partner (such as a competition or survey), competitions and surveys managed by the DV Live tool
- Customer segmentation for targeting
- Customer blacklist management
- Follow-up of campaigns already received
- Campaign statistics

#### **2.5 Duration of Data Storage**

The data is stored for five (5) years.

#### **2.6 Cross-Border Flows**

In the event that a End-user requests the application of their rights with regard to personal data, requests a refund or makes any other request, their request will be managed by Sedeco, a Digital Virgo Group subsidiary registered in Mauritius.

The Company processes and stores the data in Europe. Only authorized persons within Sedeco will have access to an interface.

#### **3. Warranties**

As part of their contractual relations, the Partner and the Company shall undertake to comply with the regulations in force applicable to the processing of personal data and in particular EU Regulation

2016/679 of April 27, 2016, effective as of May 25, 2018 (GDPR).

The Controller warrants and declares to the Processor that it is authorized to transfer the personal data to the Processor in compliance with the applicable regulations for the protection of personal data, including, where applicable, compliance with all prior formalities or the rights of the persons concerned.

The Processor warrants and declares to the Controller that it and any person acting under its authority will comply with the data protection regulations.

The Processor and any person acting under the authority of the Controller or the Processor who has access to the personal data pursuant to this Agreement may process the personal data solely on documented instructions from the Controller.

#### **4. Obligations of the Controller**

The Controller is solely responsible for the accuracy and relevance of its documented instructions as well as for validating the security measures applicable to the protection of personal data as described in this Agreement. The Controller is responsible for compliance with the obligations provided for by the regulations in force, including the keeping of a register.

Furthermore, it also undertakes to provide the Processor with clear instructions on the performing of the services upon the data.

#### **5. Obligations of the Processor**

Pursuant to this Agreement, the Processor shall:

- process the personal data solely on documented instructions from the Controller, including transfers of personal data to a third country or international organization, unless the agent is required to do so under European Union or French law; in this case, the Processor shall notify the Controller of this legal obligation prior to the processing unless the relevant law prohibits such notification for important public interest reasons;
- ensure that the persons authorized to process the personal data agree to keep it confidential or are subject to an appropriate legal obligation of confidentiality;
- take the nature of the processing into account, and assist the Controller, by means of appropriate technical and organizational measures, so far as possible, to fulfill its obligation to respond to requests submitted by the data subjects to exercise their rights;

- assist the Controller in ensuring compliance with the obligations set out in the GDPR relating to the protection of personal data, taking into account the nature of the processing and the information available to the processor;
- makes available to the Controller all the information needed to show compliance with the obligations provided for in this article and to enable the performance of audits, including inspections, by the Controller or another auditor appointed by it, and to contribute to these audits, under the conditions set out below.

## 6. Subcontracting

The Controller authorizes the Processor to use other processors.

In this context, the Processor is authorized to ask the Sedeco entity (hereinafter the "sub-processor") to perform the following processing activities:

- End-user rights management;
- Management of the Data Controller's customer service if this service has been subscribed to under the Agreement.

The original Processor shall inform the Controller of any planned changes concerning the addition or replacement of other processors, thereby enabling the Controller to object to said changes.

The Processor undertakes to pass on its obligations under this Agreement to other processors in an agreement, particularly concerning the provision of adequate guarantees regarding the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the GDPR.

Where said other processor fails to fulfill its data protection obligations, the original Processor shall remain fully liable to the Controller for the other processor's performance of its obligations.

## 7. Technical and Organizational Measures Providing Processing Security

Taking into account current knowledge, the implementation costs and the nature, scope, context and purposes of the processing as well as the risks, whose probability and seriousness vary, regarding the rights and freedoms of individuals, the Processor shall take all necessary technical and organizational measures to provide a level of security appropriate to the risk, including the following, inter alia, as required:

- the pseudonymization and encryption of personal data where possible and necessary;

- means of ensuring the ongoing confidentiality, integrity, availability and resilience of the processing systems and services;
- timely means of restoring personal data availability and access in the event of a physical or technical incident;
- a procedure for regularly testing, analyzing and evaluating the effectiveness of the technical and organizational measures used to ensure the security of the processing. In this assessment, the Company shall take into account the risks involved in the processing notably as a result of the accidental or unlawful destruction, loss, alteration or unauthorized disclosure of personal data transmitted, stored or otherwise processed, or unauthorized access to such data.

The Processor shall notify the Controller of any breach of personal data as soon as possible after becoming aware thereof.

## 8. Cross-Border Flows

The Processor shall undertake to inform the Controller of any transfers of personal data to a third country.

It shall also undertake to cooperate with the Controller to put in place appropriate procedures in order to comply with regulations for the protection of personal data.

If necessary, the Processor shall sign the necessary agreements and clauses to regulate the data transfer. To do this, the Partner and the Company shall undertake to use the standard contractual clauses of the European Commission and/or the CNIL.

## 9. Register

The Processor undertakes to keep a register of all categories of processing activities performed on behalf of the Controller, including the following:

- the name and contact details of the data processor(s) and of each data controller on whose behalf the data processor acts as well as, if applicable, the names and contact details of the representative of the data controller or processor and those of the data protection officer;
- the categories of processing performed on behalf of each data controller;
- where applicable, the transfers of personal data to a third country or an international organization, including the identity of said third country or international organization and, if necessary, documents attesting to the existence of appropriate guarantees;



- as far as possible, a general description of the technical and organizational security measures implemented.

## **10. Audit**

Under the conditions set out in Article 28.3 of the GDPR, the Controller may conduct audits, including inspections. These audits must comply with the following conditions.

### **10.1 Conditions**

The Controller may perform a maximum of one audit per period of twelve (12) months. The length of said audit shall not exceed two (2) business days.

The Controller shall undertake to give reasonable notice of thirty (30) days informing the Processor that an audit will be performed, unless the regulations for the protection of personal data require a shorter period. The Partner and the Company shall undertake to provide for the audit and its programme in advance. Said audit must solely check that the Processor complies with this Agreement.

If an independent auditor is appointed by the Controller, said auditor shall not be a competitor or a former employee of the Processor and shall act under a confidentiality agreement approved by the Processor.

The audit shall not disrupt the provision of the Services and, more generally, the activity of the Processor.

### **10.2 Information Provided by the Processor**

In the context of an audit, the Processor shall keep at the disposal of the Controller all information necessary to show its compliance with the obligations set out in this Agreement.

Under no circumstances shall the Controller have the right to see or have access to the systems, applications, data, register, files or information in connection with another of the Processor's clients or with the Processor's own activities.

### **10.3 Financial Terms and Conditions**

The Controller undertakes to perform audits and inspections under Article 28.3 of the GDPR at its own expense.

### **10.4 End of the Audit**

The Controller shall provide the Processor with a copy of the audit report.

If the audit report recommends modifying or improving the audited procedures and services, the

implementation of these recommendations shall be examined jointly by the Partner and the Company and, if necessary, shall be the subject of an amendment to this Agreement.

## **10.5 Audit by a Supervisory Authority**

In the event of a control or an information request made by a supervisory authority to the Processor concerning the processing operations performed on behalf of the Controller, the Processor shall undertake to inform the Controller thereof as soon as possible and to satisfy as far as possible the requests of the supervisory authority at the Controller's expense.

## **11. Fate of Personal Data**

In accordance with the article on the duration of data storage, the data shall be stored for five (5) years. At the end of this period, any personal data is erased.

Upon completion of the provision of services relating to processing and at the discretion of the Controller, the Processor shall delete all personal data or return it to the Controller, and destroy all existing copies, unless European Union or French law requires the personal data to be held.

The Controller shall inform the Processor of its choice at least sixty (60) days prior to the end of the Agreement or, in the event of early termination, within five (5) days following notification of termination regardless of which party terminates the Agreement early.

If the Controller does not state its choice, the Processor shall delete all personal data of the Controller within ninety (90) days of the end of the Agreement.

The deletion obligation shall not apply to personal data processed by the Processor on its own behalf in relation to this agreement, including contact information, billing information, and, more generally, any personal data that must be stored to show that the Processor has complied with this Agreement.

## **12. Liability**

In the event of recourse for compensation by the Controller or a person concerned by the processing operations performed on behalf of the Controller, for any reason whatsoever and within the limits authorized by the applicable law, the Partner and the Company hereby agree that the Processor may only be held liable in the event of proven misconduct.

In all other cases, the Controller undertakes to compensate the Processor for the sums incurred by the Processor, notably in order to exercise its right of defense.