

# Cint Self Service Terms and Conditions

The final invoiced amount will reflect the quoted price in the System pricing rate card corresponding to the ordered Project volume, LOI and IR specifications (unless the Client is using their own Panel(s), Ad Hoc Supply or Cint's Custom CPI functionality).

If the actual LOI differs more than +/-25% from the estimated LOI, and/or the IR differs more than +/-25%, and/or the ordered Project volume differ from the final volume, then the final invoiced amount will reflect the price as per final Project volume, LOI and IR specifications unless the Client is using their own Panel(s), Ad Hoc Supply or Cint's Custom CPI functionality.

## Definitions and Interpretation

Definitions:

- **“Agreement”**

refers to these Terms and Conditions together with the project order confirmation in the System.

- **“Ad Hoc Supply”**

refers to a sample supply source that is external to the System that is managed by the Client with the System.

- **“API”**

refers to Cint's Application Programming Interface including Cint's Buy-side ad Supply side APIs.

- **“Applicable Laws and Codes”**

refers all applicable international, national, federal, state and/or local laws, rules, regulations, requirements, statutes, codes, decisions and opinions, including but not limited to the California Consumer Protection Act ("CCPA"), the EU-GDPR (EU) 2016/679, the German Federal Data Protection Act, U.S. Health Insurance Portability and Accountability Act of 1996, the United States CAN-SPAM Act, the Gramm-Leach-Bliley Act, the Children's On-Line Privacy Protection Act, the ethical codes of the Insights Association ([www.insightsassociation.org](http://www.insightsassociation.org)) and ESOMAR ([www.esomar.org](http://www.esomar.org)), and any amendments thereto.

- **“Cint”**

refers to the Swedish entity Cint AB reg. no. 556559-8769.

- **“Client”**

refers to you, the Customer receiving the Services and the System pursuant to this Agreement.

- **“Complete”**

refers to a completed Survey (and associated Survey responses) finished by a Survey respondent who has not been screened out and is retained at the end of the Survey.

- **“Completion Date”**

refers to the date the final Complete is delivered by the System.

- **“Conversion Rate”**

refers to the ratio calculated by the System as:  
*number of Completes / number of respondents who started the survey .*

- **“Cookie”**

refers to text files containing small amounts of information, which are downloaded to a user’s device when he or she visits a website. Cookies are read or sent back to the originating website on each subsequent visit, or to another website that recognizes that cookie.

- **“Cost Per Interview” or “CPI”**

refers to the Cost Per Interview as determined by the System, unless the Client is using Cint's Custom CPI functionality, in which case the CPI associated with Cint's Custom CPI functionality will apply.

- **“Custom CPI”**

refers to the Cost per Interview as determined by the Client for a specific Survey using Cint's Custom CPI functionality.

- **“Disclosing Party”**

refers to the party disclosing Confidential Information.

- **“Drop Out Rate” or “DOR”**

refers to the ratio calculated by the System as:  
*number of timed out respondents / (number of Completes + number of screened respondents + number of timed out respondents).*

- **“Fee” or “Fees”**

refers to the fees for the Services provided under this Agreement.

- **“Incidence Rate” or “IR”**

refers to the ratio calculated by the System as:  
*number of Completes / (number of Completes + number of screened respondents).*

- **“Length of Interview” or “LOI”**

refers to the median length of the interview calculated in minutes by the System.

- **“Minimum Project Fee”**

refers to a minimum Fee that may be charged on a Project.

- **“Non-Panel Member”**

refers to an individual that is not a member of Panel, but may be offered a Survey via the System.

- **“Non-Panel Source”**

refers to a collection of individuals who have agreed to be invited to and participate in Surveys or other research programs that are not part of a Panel.

- **“Optimizer”**

refers to Cint’s proprietary survey routing platform.

- **“Panel”**

refers to a collection of individuals who have agreed to be invited to and participate in Surveys or other research programs.

- **“Panel Member”**

refers to a member of a Panel.

- **“Personal Data”**

(sometimes referred to as Personally Identifiable Information or PII or Personal Information) refers to any information relating to an identified or identifiable natural person (i.e., a private individual as opposed to a corporate or other comparable entity). An identifiable person is someone who can be identified directly or indirectly, in particular by reference to an identification number or the person’s physical, physiological, mental, economic, cultural or social characteristics.

- **“Project”**

refers to a project specified in the project order confirmation in the System.

- **“Reversal Policy”**

refers to the then-current Cint policy for reversals of Completes that do not meet certain quality standards as may be updated and amended by Cint from time to time and made available at <https://www.cint.com/legal>;

- **“Receiving Party”**

refers to the party receiving Confidential Information.

- **“Sample”**

refers to the collection of potential Survey participants from a Panel, the demographic parameters of which are specified in the project confirmation in the System.

- **“Service”**

refers to a product or service ordered by a Client under this Agreement and made available by Cint.

- **“Supply Partner(s)”**

refers to the persons or legal entities owning a Panel or having access to a Panel or Non-Panel Source.

- **“Survey”**

refers to a survey, any related materials and any related Survey invitations that are developed by or on behalf of Client, to be sent to Panel Members and Non-Panel Members.

- **“Survey Content”**

refers to any content of a Survey, including Survey language, topics, questions, video, images etc.

- **“Survey Hosting Firm”**

refers to an entity, normally the Client that programs and/or hosts a Survey.

- **“Survey Hosting Tool”**

refers to the software used to program and host a Survey.

- **“Survey Invitation”**

refers to a survey invitation that is developed by or on behalf of Client, to be sent to the Sample.

- **“Survey Link”**

refers to a link to a Survey.

- **“Survey Quotas”**

refers to the quotas for a Survey.

- **“Survey Routing” or “Survey Router”**

refers to a technology-based mechanism for allocating online surveys, using software and an algorithm to assign online surveys to a stream of potential online respondents.

- **“System”**

refers to system Cint uses to provide Services.

- **“Techniques”**

refers to any inventions, discoveries, innovations, documents, materials, software (including source code) or information related to methods, tools, designs, techniques, know-how or analysis used in Cint’s business as well as the concepts, inventions, suggestions, creative ideas, plans, drawings, blueprints, computer software designs, models or systems, prototypes, sampling methods, research designs, questionnaire forms (unless provided by the Client), methods of process or questioning, systems of analysis, tabulating cards, computer tapes, discs and any other data record formats, computer programs, information and materials, whether or not patentable or copyrightable, used by Cint in connection with this Agreement.

1. Interpretation. Section headings used in this Agreement are for convenience only and have no legal effect. As used herein, the term “including” means “including without limitation”.

### **Service and Services**

2. Services. Cint will provide the Services pursuant to the terms of this Agreement.

### **Applicability**

3. Applicability of the Agreement. This Agreement is applicable to the delivery of the Services listed herein unless terminated in accordance with this Agreement.

### **Cint Quality**

4. Industry codes. The Services made available to the Client pursuant to this Agreement will be in accordance with all generally accepted professional industry standards and practices, including the codes of the Insights Association ([www.insightsassociation.org](http://www.insightsassociation.org)) and ESOMAR ([www.esomar.org](http://www.esomar.org)).
5. ISO Certification. Cint complies with ISO 20252. The Services are made available to the Client pursuant to this Agreement will be rendered in accordance with ISO 20252.

### **Execution of Surveys**

6. Sampling and Survey Routing. Unless otherwise agreed in writing between Cint and the Client, Cint reserves the right to select the Panel Members which will receive a Survey invitation and which Non-Panel Members that will be offered the opportunity to take part in a Survey.
7. Survey Content. The Client is solely responsible for all Survey Content. Client agrees that all Survey Content will comply with all Applicable Laws and Codes, including but not limited to laws and regulations regarding the interviewing of children. The client will be held solely liable for any violation of this Section. Cint reserves the right to remove any Survey Content that violates the terms of this Agreement.
8. Survey Testing. Unless otherwise agreed in writing between Cint and the Client, or when a Client is using their own Panel, prior to initiating a Survey, the Client will make the Survey available to Cint for testing and approval. Cint reserves the right to, at its sole discretion, deny the implementation of a Survey for any reason. The Client may not, without Cint’s prior written approval, change, modify or alter in any way a Survey after it has been approved by Cint. Notwithstanding the foregoing, the Client is solely responsible for ensuring that every Survey contains the proper language translations, does not contain any inappropriate or offensive language and is complete, accurate and tested. Client is also responsible for informing Cint if there are any questions included in the Survey that collect Personal Data.

9. Survey Links. The Client is responsible for ensuring that correct Survey Links are embedded in a Survey, and that only Panel Members or Non-Panel Members, eligible to complete the Survey, are directed to the Survey. Incentives will be paid to Panel Members and Non-Panel Members who return to Cint's Complete Survey Link.
10. Survey Quotas. All Survey Quotas should be set-up within the Survey Hosting Tool and/or the System. Any Survey Quota overages are the responsibility of the Survey Hosting Firm. Cint is not responsible for any costs incurred as a result of over-sampling unless agreed at the commissioning of the Project. If there is any overage on the Project and the Survey Hosting Firm has not set up the Survey Quotas correctly in either the Survey Hosting Tool or the System (if applicable), then as a minimum all fixed costs (incentives, Supply Partner revenue share, etc.) will be the responsibility of the Client.
11. Project Pause and Stop for IR, LOI and Other Reasons. Cint reserves the right to pause Sample deployment for, but not limited to, the following reasons:
  - i. the IR changes 25% from the IR originally estimated;
  - ii. the LOI changes 25% from the LOI originally estimated;
  - iii. the DOR exceeds 25%;
  - iv. the Survey Quota-full level exceeds 25%; or
  - v. the Conversion Rate falls below 5%.

Cint reserves the right to stop Sample deployment for, but not limited to, the following reasons:

- vi. Cint's country LOI or IR rules are broken;
- vii. the DOR exceeds 40%;
- viii. the Survey Quota-full level exceeds 35%; or
- ix. Conversion Rate falls below 4%.

Cint reserves the right to charge the Client for any delivered Completes at the standard rate for Projects that are stopped pursuant to this Section or other reasonable grounds.

12. Project Pause for DOR Reasons. Cint reserves the right to pause a Project to troubleshoot issues related the DOR if the DOR on any given Project exceeds 25%. If the DOR on any given Project reaches 40%, Cint reserves the right to cancel the Project entirely. An additional Fee of 1 EUR/GBP/USD per Panel Member or Non-Panel Member may be charged on a case-by-case basis if the DOR exceeds 25%.
13. Survey Screeners. The following rules apply for Survey screeners:
  - i. the screener section of a Survey should not exceed 3 minutes or 10 questions; and
  - ii. the Survey Quota questions should be presented in the screener within 3 minutes or 10 questions.

For any particular Survey, Panel Members and Non-Panel Members that screen out or do not qualify for a Survey because a Survey Quota has been exceeded will not be paid an incentive for the Survey by Cint.

If the screener section of a Survey exceeds 3 minutes or 10 questions, then Cint reserves the right to charge for incentives for any Panel Member or Non-Panel Member that screens out of the Survey.

14. Survey Quota-Full Levels. If Survey Quota-full levels reach more than 20% of the total number of Completes, then Cint reserves the right to charge a Fee of 1 EUR/GBP/USD per Panel Member or Non-Panel Member. However, any charges will be discretionary and discussed with Clients before being finalized.
15. Duplicates from Non-Cint Sample Sources. If the duplicate level of Completes after post fieldwork data checks by the Client are reported to exceed 3% of the total number of Completes, and the duplicates are a result of the Client using other sample providers or their own Panel, Cint reserves the right to charge a Fee of 1 EUR/GBP/USD per duplicate Complete in excess of 3% of the total number of Completes.
16. Timing for Delivery of Respondent IDs for Projects not Using API. Projects must be closed in a timely manner. The Client shall provide the final Respondent IDs to Cint no later than five (5) business days after a Project has been closed. Cint reserves the right to close a Project and issue the invoice.
17. Timing for Closing of Projects in the System for Projects Using API. Projects must be closed in a timely manner. The Client shall close a Project in the System no later than five (5) business days after the last Complete has been delivered by the System. Cint reserves the right to close the Project and issue the invoice.

18. Panel Member or Non-Panel Member solicitation. The Client may not solicit or recruit Panel Members or Non-Panel Members, to become members of a Client's Panel, mailing list, or any other Panels or send any commercial advertising to the Panel Members or Non-Panel Members, available through the System, unless otherwise agreed in writing between Cint and the Client.
19. Panel Member or Non-Panel Member desktop or Mobile App Downloads. Unless a Client is already distributing a downloadable desktop or mobile app to its own Panel, the Client must obtain prior written approval from Cint before inviting Cint's Panel Members or Non-Panel Members to download the desktop or mobile app. If Panel Members or Non-Panel Members Complete a Survey or other research activity with a desktop or mobile app, the Client shall provide the Survey or other research activity completion information to Cint.
20. Cookies. The Client will not place any cookie on the devices of Panel Members or Non-Panel Members without Cint's written consent.
21. Standard fieldwork period. Standard fieldwork period is seven (7) days unless otherwise specified by the Client in the System.

### **Fees and Paymentsrev**

22. A Project can be ordered by the Client via: (i) the System via the Access/AccessPro tool; (ii) the system via API, (iii) via email to the Client's Cint contact, or (iv) telephone to Client's Cint contact.
23. Fees Payable to Cint. When a Client executes a Project with the System, Cint is entitled to be paid the Fee that is computed by the System or determined by the Client if Client is using Cint's Custom CPI functionality. Unless the Client is using their own Panel(s), Ad Hoc Supply or Cint's Custom CPI functionality, the Fee will be available to the Client, throughout the lifetime of a Project, via the System's pricing rate card, which presents the projected CPI based on the final project specifications. Fees applicable to Clients using their own Panel(s) or Ad Hoc Supply with the System are also computed by the System and shall be agreed upon under a separate agreement. Fees applicable to Clients using Cint's Custom CPI functionality will be provided by Cint on a per Complete basis.
24. Sample pricing. Pricing for a Sample is calculated on a CPI basis and includes the cost for the Panel Member incentive, unless otherwise agreed to and confirmed in advance by Cint and Client in writing. Pricing will be presented by the System as a CPI for each target group and total Project cost for each order.
25. Delivered Completes Exceeding Requested Completes. As stated in Section 5.5, Survey Quota control is the responsibility of the Survey Hosting Firm (normally the Client). Accordingly, if the number of delivered Completes exceeds the number of requested Completes, the Client must pay for the actual number of delivered Completes unless otherwise agreed with the Client during the Project fieldwork period.
26. Requested Completes not reached. In case the number of requested Completes for a Survey is not reached, the Client must pay the CPI for the delivered Completes.
27. Project Cancellation in Field. If the Client cancels a Project once in field, Sample deployment will stop, but Cint reserves the right to charge the Client for all delivered Completes as well as a cancellation Fee of 500 EUR/GBP/USD. The final invoiced amount will reflect the initial quoted price in the System, unless the actual LOI differs more than +/-10% from the estimated LOI and/or the IR differs more than +/-10% from the estimated IR at the time of quoting. If the Client stops fieldwork and closes a Project before the requested Completes are delivered, then Cint reserves the right to change and charge the CPI based on that lower volume.
28. Minimum Project Fee. Cint reserves the right to charge a Minimum Project Fee on any Project. Any Minimum Project Fee for a Project will be communicated by Cint to the Client outside of the System.
29. Project Management Fee. If Client requests that Cint assigns a Project Manager to run a Project and manage fieldwork on their behalf, Cint reserves the right to charge a Project Management Fee. Any Project Management Fee will be communicated by Cint in advance.
30. Cookies. If Client engages in the approved placement of cookies on the devices of Panel Members or Non-Panel Members, Cint reserves the right to charge a fee.
31. Personal Data. If Client engages in the approved collection of Personal Data, Cint reserves the right to charge a fee.
32. Final invoiced Amount. The final invoiced amount will reflect the price in the System pricing rate card corresponding to the ordered Project volume, LOI and IR specifications (unless the Client is using their own Panel(s), Ad Hoc Supply or Cint's Custom CPI functionality). If the actual LOI differs more than +/-25% from the estimated LOI, and/or the IR differs more than +/-25%, and/or the ordered Project volume differ from the final volume, then the final invoiced amount will reflect the price as per final Project volume, LOI and IR specifications. If client is using Cint's Custom CPI functionality, the final invoiced amount will be the aggregate of the Custom CPIs as determined by the Client.

33. System of Record. The Client acknowledges and agrees that information related to Fees is presented in the System and will govern any disputes related to any Fee. The Client is responsible for being aware of any changes of the Fees presented in the System, including changes as a result of an alteration of the Project scope. The Client is solely responsible for requesting reversals of Completes in accordance with the Reversal Policy. Cint reserves the right to request supporting documentation for reversals and may overturn any reversal that does not have a valid reason or adhere to the Reversal Policy. Reversals must be requested within the time period specified in the Reversal Policy. The Client shall be responsible for and pay in full for all CPI and other Fees that have not been reconciled as set out in the Reversal Policy..
34. Invoicing: The Fees payable to Cint by the Client will be invoiced upon completion of a Project.
35. Partial invoicing. Cint reserves the right to issue partial invoices for Projects based upon delivery within a given month.
36. Payment Terms: Client agrees to pay the Fees as detailed in the Agreement and pay all invoices issued by Cint under this Agreement. All Fees are exclusive of VAT/GST or other similar tax. Payments shall be paid by the Client no later than thirty (30) days from receipt of a correct invoice. Cint reserves the right to charge interest on overdue payment pursuant to applicable law. Cint will have the option of suspending all Services to be provided hereunder if any amount due hereunder is not paid when due. In addition to the Fees listed in this Agreement, Client will reimburse Cint for all pass-through expenses pre-approved in writing by Client actually incurred by Cint in the performance of any Services hereunder, provided Cint submits to Client original receipts evidencing such incurred expenses.
37. Currency. All pricing and invoicing will be in local currency or the currency agreed and confirmed in advance by Cint and Client in writing.

#### **System Availability and System Changes**

38. System Availability. Client acknowledges that the Services provided by Cint require the use of a complex System, which operates using the Internet, and includes factors outside the control of Cint. Accordingly, Client acknowledges that Cint is providing the Services on a best commercial effort basis. The Client will not hold Cint responsible for Survey downtime or any other inability to provide Services hereunder caused by or arising out of factors or causes outside of Cint's control. Cint expressly disclaims any and all warranties, expressed and implied, for the Services and the System including any warranties of title, merchantability, and fitness for a particular purpose.
39. System Changes. Cint may change certain aspects of System during the life of a Project. Such changes may include but are not limited to reward frequency, reward amount, payment method, Survey invitation wording, recruitment sources and methodologies and retention practices. Client will be informed of any significant changes to panel management or recruitment through the System.

#### **Subcontracting**

40. Subcontracting. Cint may, upon notice to Client, subcontract one or more portions of the execution of any Service to affiliated companies or third parties. Cint will use its best commercial efforts to ensure that the quality of work, Services and goods supplied by any subcontractor are substantially equal to quality Cint would normally provide, and will otherwise conform to the provisions of this Agreement. Cint will be responsible for all work undertaken by a subcontractor.

#### **Personal Data/Data Protection**

41. The Client is hereby informed and acknowledge that to the extent personal data, related to Panel Members and Non-Panel Members, are processed by Cint in the provision of Services, Cint only process such personal data, as a processor, acting on behalf of Supply Partners, who are the controllers of, and responsible for, the processing of the personal data.
42. The Parties acknowledge and agree that in relation to Personal Data, which the Client may access and collect about Panel Members and Non-Panel Members, through the Services and Surveys, Client shall be the controller of, and responsible for, the processing of the personal data and that it complies with all relevant laws and regulations as well as industry standards (To the extent relevant, this shall include Regulation (EU) 2016/679 of the European Parliament of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation)).



43. Client undertakes to implement measures regarding the security, integrity and confidentiality of all Personal Data and will not permit any unauthorized access to, or use, disclosure, publication or dissemination of, Personal Data. Furthermore, Client shall ensure that those persons authorized by Client to handle Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. Client agrees to use the same degree of care and scrutiny as Client uses to protect and secure its own Client information or other similar information, but in no event will Client use less than a commercially reasonable degree of care. These measures and procedures must reflect industry best standards and practices. Client must update its measures and procedures as necessary to remain compliant with industry best standards and practices and Applicable Laws and Codes.
44. Client undertakes to report any Personal Data breaches to Cint pertaining to the Personal Data that may be processed by Client without undue delay.
45. Client shall (automatically or manually) ensure that Personal Data is not stored longer than what is allowed pursuant to Applicable Laws and Codes. No Personal Data for which Client is responsible, may be stored by Client beyond the time permitted by law and regulation.
46. In the event that Client engages third parties in connection with its processing of Personal Data under this Agreement, Client undertakes to ensure, by entering into a written agreement, that each such sub-processor comply with terms and conditions equivalent to this Section 9.
47. Cint shall be entitled to compensation on a time and materials basis for any work and documented costs for taking measures and activities according with this Section 9.
48. Client warrants and covenants to Cint that Client will, and will cause its employees and/or agents to, abide by and comply with all Applicable Laws and Codes, in connection with Client's collection, storage, maintenance, processing, use and/or disclosure of Personal Data. Client further warrants that the Client's use of the System, and Client's processing of Personal Data as agreed under the Agreement, will not breach any laws or regulations. Client shall indemnify and hold Cint harmless for any breach of this Section 9.
49. Client acknowledges and agrees that it has enacted, or will enact, without undue delay following the execution of the Agreement, commercially reasonable privacy and data security policies. Client agrees that within three (3) business days following a written request from Cint, Client will provide Cint with copies of any and/or all such policies and a certification that such policies have been properly enacted and implanted into Client's business practices and procedures. The failure of Cint to request copies of any and/or all such policies shall not excuse or relieve Client of its obligations hereunder. These policies must reflect industry best standards and practices. Client must update its policies as necessary to remain compliant with industry best standards and practices and Applicable Laws and Codes.
50. Client shall defend, fully indemnify and hold Cint harmless from any costs, expenses, damages and/or losses, including third party claims, resulting from the Client's unlawful processing of Personal Data.

#### CCPA

- i. Notwithstanding any other sections in the Agreement, where personal data subject to the CCPA is collected, processed or transferred, the following shall apply:
- ii. Each Party represents, warrants, and covenants that it shall at all times: (1) maintain Reasonable Security Measures; (2) limit access to personal data to employees and approved subcontractors who are authorized to access personal data, and ensure that all such employees and subcontractors are comprehensively trained in the care and handling of personal data; and (3) treat personal data with strict confidence and take all reasonable steps to ensure that its employees and other agents who will process personal data are aware of and comply with this Agreement and are under duties of confidentiality and security with respect to personal data no less restrictive than those set forth herein.
- iii. Without limiting the foregoing, each party represents, warrants, and covenants that it is and shall at all times remain in compliance with CCPA. Without limiting the foregoing, if a party is collecting personal data, that party shall provide consumers in California with a CCPA-compliant notice which includes: (1) a list of the categories of personal data about consumers in California to be collected; (2) for each category of personal data, the business or commercial purpose(s) for which it will be used; (3) the link titled "Do Not Sell My Personal Information" or "Do Not Sell My Info" required by CCPA, or in the case of offline notices, the web address for the webpage to which it links; and (4) a link to that Party's privacy policy, or in the case of offline notices, the web address of that party's privacy policy. The parties shall not collect categories of personal data, and shall not use a consumer's personal data for any purpose, other than those disclosed in the notice at collection.

- iv. The Parties will record and retain, for a minimum of two (2) years after the expiration or termination of any Agreement, records of any notice to, and consent or request from, individuals regarding the collection, disclosure, retention and use of personal data that is exclusive to the services of such Agreement. Upon the other party's request, each party shall make all records, appropriate personnel, and/or any location from which personal data can be accessed available for inspection to demonstrate compliance hereunder, provided that such inspection shall be carried out with reasonable notice during regular business hours and under a duty of confidentiality.
- v. Unless the Supply Party instructs Cint to the contrary, Cint will respond to inquiries from Consumers in California that are Panel Members or Non-Panel Members regarding their rights under the CCPA.
- vi. Each Party will refrain from notifying or responding to any government or regulatory agency, or other third party, for or on behalf of the other Party absent written consent to such notification/response, except as otherwise required by CCPA.
- vii. Each Party acknowledges and agrees that if the other party receives a request from a government or regulatory agency, it may share the terms of any Agreement or this Agreement and other information provided by the other party to demonstrate compliance with the Agreement or CCPA.
- viii. Each party shall promptly give written notice to and shall fully cooperate with the other Party: (1) regarding any complaint, inquiry, or request from a government or regulatory agency regarding personal data received from the other party, unless such notice is prohibited by law; (2) if for any reason (a) it cannot comply, or has not complied, with any portion of this Agreement; (b) it has breached or may be in breach of CCPA; or (c) CCPA no longer allows the lawful transfer of personal data between the parties (in such cases, each party will take reasonable and appropriate steps to remedy any noncompliance, or cease further processing of personal data, and acknowledges and agrees that the other party may immediately terminate any Agreement or access to personal data, or take any other reasonable action).
- ix. In the event of any unauthorized or accidental access to, use or disclosure of personal data, the party suffering such breach or unauthorized access shall: (1) notify the other party immediately without undue delay; (2) take all necessary and appropriate corrective actions, at its expense, to remedy the causes and consequences of the problem.

#### Transfer, Collection and Processing of Personal Data

- x. Subject to the agreement of Cint's Supply Partners and the consent of Panel Members and Non-Panel Members, Client may access or collect certain personal data about Panel Members or Non-Panel Members. This transfer or collection of Personal Data will require an addendum agreement between Cint and Client.

Subject to the agreement of Cint's Supply Partners and the consent of Panel Members and Non-Panel Members, Client may collect and process limited identifiable personal data for Survey recruitment or other approved purposes, provided that an addendum agreement for the collection of Personal Data for such purposes has been entered into between Cint and Client. The Client acknowledges and accepts that the Parties may enter into such agreement through an online process and that the individual accepting the terms of such agreement shall be considered as having legal authority to conclude the agreement on behalf of the Client.

- xi. The Client agrees that it will protect the security, integrity and confidentiality of all Personal Data that may be related to or resulting from a Survey. The Client covenants and warrants that it will not use such Personal Data for any other purposes than for purposes pursuant to this Agreement, as instructed by Cint in writing or as required by Applicable Laws and Codes.
- xii. All other uses of Personal Data shall be addressed under a separate agreement between the Client and Cint.

#### Compliance with Laws and Regulations

- 51. Cint Compliance with Laws and Regulations. Cint shall comply with all Applicable Laws and Codes.
- 52. Client Compliance with Laws and Regulations. Client shall comply with to all Applicable Laws and Codes.

## Confidential Information

53. Confidential information. All information provided by a party to the other party in relation to this Agreement shall only be used for the purposes set forth herein. Each party shall keep secret and treat as confidential all information obtained from the other which is either stated to be confidential or could reasonably be regarded as confidential and shall not disclose such information to any person other than its employees, agents or subcontractors where such disclosure is required for the performance of the party's obligations under this Agreement or required to be disclosed by legal requirements. The obligations of confidentiality under this clause shall survive any termination of this Agreement with five (5) years. Confidential information does not include information that (i) becomes generally available in the public domain, except as a result of a breach or violation of this Agreement by the Disclosing Party; (ii) is in the possession of the Receiving Party prior to disclosure by the Disclosing Party, provided that the Receiving Party did not receive the information from a third party bound by any confidentiality obligation to the Disclosing Party; and/or (iii) is developed or created by the Receiving Party independently from the Confidential Information disclosed by the Disclosing Party.
54. Use and Disclosure of Confidential Information. The Receiving Party agrees that the Confidential Information will be used exclusively in connection with performance under or compliance with this Agreement and that it will not disclose Confidential Information to any third parties without the prior written consent of the Disclosing Party. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to its employees and/or agents on a "need-to-know" basis in connection with performance under, or compliance with, this Agreement; provided that the Receiving Party informs such employees and/or agents of the confidentiality obligations contained herein. The Receiving Party will be liable for any breach or violation of this Agreement by its employees and agents.
55. Statutory Requirements. A party may disclose Confidential Information pursuant to statutory or governmental regulations or requirements and/or subpoenas or other legal claims, however, the Receiving Party shall in such case provide the Disclosing Party with prior written notice, as permitted by applicable law; and cooperate with the Disclosing Party in any attempt to seek a protective order or otherwise to limit or restrict disclosure of the Confidential Information and/or to seek confidential treatment of the Confidential Information. In the event that the Disclosing Party is unable to obtain a protective order or otherwise to limit or restrict disclosure of the Confidential Information, the Receiving Party is permitted to disclose the Disclosing Party's Confidential Information, but only to the extent required by law.
56. Termination Requirements. Upon termination or expiration of this Agreement, and upon request from the Disclosing Party, the Receiving Party will return or delete and destroy all Confidential Information, including but not limited to all copies, in whatever form, format or media, and will certify in writing to the Disclosing Party that the Confidential Information has been returned or deleted and destroyed, as the case may be, and that no copies has been retained.
57. Rights of Receiving Party to Disclosing Party's Confidential Information. The parties acknowledge and agree that the Receiving Party is not granted and will not receive any right, title, and interest in and/or to any of the Disclosing Party's Confidential Information and no such right; title or interest will be inferred or implied.
58. Breach. The parties acknowledge and agree that in the event of a breach of this Section, the non-breaching party will suffer irreparable injury and damage, without an adequate remedy at law. Accordingly, the parties agree that in the event of a breach of this Section, the non-breaching party will be entitled, in addition to any and all other rights and remedies at law and/or in equity, to specific performance and injunctive relief (both temporary and permanent) without the posting of a bond and without objection from the party in breach of this Section.
59. Survey Information. For Surveys, unless the property of or provided by Cint, the questionnaire, related content and data or any portions thereof (other than as it relates to individual participants), will be the property of Client.
60. Survey Data. For Surveys, unless the property of or provided by Cint, the Survey data collected will be the property of Client.
61. Techniques. Notwithstanding anything to the contrary contained herein, the Techniques used by Cint in connection with this Agreement, will not be considered work product or works made for hire, and will at all times remain the exclusive property of Cint; provided, however, that any such Techniques are not created solely and exclusively from Cint's use of the Client's Confidential Information. Cint hereby grants to the Client a non-exclusive right and license to use, and, in connection with such use, to copy and distribute within the Client's organization, any Techniques as included in a Project deliverable produced for the Client by Cint under this Agreement as described in the applicable proposal: the Client may not reverse engineer, the Techniques in any manner or reuse the Techniques in any manner outside of such Project deliverable. The Client will be solely responsible for acquiring, and complying with the terms of, any license to third party software required for Client's use of the Techniques.

## **Indemnification**

62. Indemnification by the Client. The Client agrees to indemnify Cint and its officers, agents, employees and subcontractors against all claims against them for damages caused by (i) the manufacture, distribution, sale or use of any products or services supplied by the Client or its agents for the purpose of any Project contemplated by this Agreement and from all costs and expenses (including reasonable attorney's fees) and lawsuits which may be brought against Cint, its officers, agents, employees, and subcontractors on account of such damages; (ii) negligence or willful acts or omissions on the part of the Client, its officers, agents, employees and subcontractors; and (iii) the breach by the Client of any of its representations, warranties, covenants or obligations under this Agreement, except to the extent any such claim arises from or is caused by Cint's negligence or willful acts or omissions.
63. Indemnification by Cint. Cint agrees to indemnify the Client and its, officers, employees and agents against all third-party claims for damages against any or all of the Client's directors, officers, employees and agents for any claim or claims for damages to the extent caused by: (i) the negligent acts or omissions or willful misconduct of Cint and/or Cint's employees and/or agents; and/or (ii) the breach by Cint and/or Cint's employees and/or agents of the terms, obligations, covenants, representations, warranties and/or agreements contained herein; provided, however that the foregoing will not apply to the extent any claim or claims for damages are caused by the (i) negligent acts or omissions or willful misconduct of the Client's directors, officers, employees and agents; and/or (ii) the breach by the Client's directors, officers, employees and agents of the terms, obligations, covenants, representations, warranties, and/or agreements contained herein.
64. Indemnification by Client for International, National and Local Law and Regulation. The Client agrees to hold Cint harmless and will be solely liable for any data collection practices that do not comply with Applicable Laws and Codes.

### **Third Party Claim and Indemnification at Infringement**

- i. Client warrants that its use of the System or a Service will always be compliant with Applicable Laws and Codes and will not infringe any third party's intellectual property rights, including but not limited to trademarks, trade secrets, rights in designs, copyrights, database rights, rights in know-how and all rights or forms of protection of a similar nature having equivalent or similar effect to any of these which may subsist anywhere in the world. In case of an infringement, or if Cint considers that an infringement is likely, Cint may at its own choice and discretion (i) suspend the Supply Partner's access and use of the System or the Service; or (ii) terminate the Agreement with immediate effect.
  - ii. Client shall defend, fully indemnify and hold Cint harmless from any costs, expenses, damages and/or losses resulting from a third party claiming that Client's use of the System or a Service infringes such third party's intellectual property rights.
65. Subpoena or Legal Proceedings. In the event that Cint or any of its employees, agents or subcontractors is served with or becomes subject to any subpoena, order or other legal process in a legal proceeding to which Cint is not a party seeking disclosure of any materials or information related to the goods, Services, information or deliverables that Cint renders or delivers to Client hereunder, then Client will bear and/or reimburse Cint for all costs and expenses, including but not limited to, reasonable attorney's fees and costs, related to Cint's response, compliance with or resistance thereto, except to the extent directly caused by the gross negligence, willful misconduct or breach of this Agreement by Cint.

### **Right to Audit**

66. Cint reserves the right to audit the Client. Cint would announce its intent to audit the Client by providing at a minimum two weeks (10 business days) notice. A scope document along with a request for deliverables will be provided at the time of notification of an audit. If the documentation requested cannot be removed from the Client's premises, the Client will permit Cint access to its site(s). The Client will make necessary employees, affiliates or subcontractors available for interviews in person or on the phone during the time frame of the audit. Audits will be at Cint's sole expense, except where the audit reveals material noncompliance with this Agreement or Applicable Laws and Codes, in which case the cost will be borne by the Client.

### **Limitation of Liability**

67. Limitation of Liability. In no event will Cint be liable to the Client for any consequential, incidental, indirect or special damages, including loss of data or loss of profits. The foregoing limitation of liability will apply notwithstanding any failure of essential purpose of any limited remedy stated herein. In no event will Cint's aggregate liability to the Client arising out of, or related to, this Agreement or the Services provided thereunder, however caused and arising under any theory of liability, whether based in contract or tort (including negligence), or otherwise, exceed the amounts paid to Cint by Client under this Agreement in the previous twelve (12) months.

### **Termination and Suspension**

68. Cint may terminate this agreement for convenience with seven (7) days written notice.
69. Cint reserves the right to suspend your account if Cint reasonably suspects unlawful or unethical activity or finds that is so necessary to protect Cint's interests.

### **Miscellaneous**

70. The Entire Agreement. This Agreement constitutes the full and complete understanding of the parties hereto with respect to the subject matter described in the project confirmation in the System and supersedes all prior and contemporaneous written or oral agreements concerning the same. In the event of any conflict or inconsistency between this Agreement and any proposal, exhibit, attachment or acceptance relating to any Project or proposal, this Agreement will take precedence.
71. Amendments to the Agreement. No amendments, changes, revisions or discharges of this Agreement, in whole or in part, shall have any effect unless set forth in writing and signed by authorized representatives of the Parties hereto.
72. Interpretation of the Agreement. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted.
73. Independent contractor. Cint is and will remain an independent contractor. Nothing in this Agreement will be construed to place the parties in the relationship of employer-employee, joint ventures, or principal and agent. Neither party will have the power to bind or obligate the other party nor will either party hold itself out as having such authority. The Agreement will be binding upon the parties, their successors, permitted assigns and transferees.
74. Force Majeure. Except as otherwise provided in this Agreement, each party will be excused for failures and delays in performance caused by war, civil war, riots or insurrections, laws, proclamations, ordinances or regulations of any federal, state or local government; or strikes, floods, fires, explosions or other circumstance beyond the reasonable control and without the fault of such party. Any party claiming any such excuse for delay or nonperformance will give property notice thereof to the other party.
75. Waiver. The failure of either party to take action as a result of a breach of this Agreement or any other failure to perform by the other party will constitute neither a waiver of the particular breach involved nor a waiver of either party's right to enforce any or all provisions of this Agreement through any remedy granted by law or this Agreement.
76. Use of Identifying Marks. Neither party will (a) use the name, trademark, logo or other identifying marks, or proprietary indicia of the other party, in any sales, marketing, promotional or publicity activities or materials; or (b) issue any press release, interview(s) or other public statement(s) regarding this Agreement and/or the parties' business relationship; without the prior written consent of the other party.

### **Governing Law and Jurisdiction**

77. Governing Law and Jurisdiction. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English. This Agreement shall, with the exception of conflict of law rules, be governed by the substantive law of Sweden.

78. Other Actions. Nothing in the Agreement will affect the right of Cint to serve legal process in any other manner permitted by law or limit the right of Cint to bring any action or proceeding against the Client in the courts of other jurisdictions.

**The Client has read, understood and agrees to the Cint Self Service Terms and Conditions. The Client agrees to the Fees presented in the System for a Project based on the Project specifications. The Client also agrees that if the Project specifications, including the IR, LOI, the number of Completes, etc. vary, a new price will be calculated (unless the Client is using their own Panel(s), Ad Hoc Supply or Cint's Custom CPI functionality).**

I understand and agree to the Cint Self Service Terms and Conditions. I also agree to the price based on the specifications above. If the Incidence Rate, Length of Interview or Volume of completes vary from the estimated, a new price will be calculated upon completion of the project.