



## ANNEX A - General Terms and Conditions (« GTC »)

**THE SERVICE CONTRACT IN SAAS MODE GOVERNS THE CLIENT'S USE OF THE SERVICES. BY SIGNING THE CONTRACT, THE CLIENT AGREES TO BE BOUND BY THESE GENERAL TERMS AND CONDITIONS.**

### 1. DEFINITIONS

The terms set out below shall have the following meaning for the Parties, when they bear a capital letter in the contractual documents.

“**Appendix/Appendices**” means any document attached to these General Conditions or to the Specific Conditions by the Parties, which form an integral part of the Contract.

“**Beneficiary**” means any legal entity other than the Client, authorised by the Client to access the SaaS Service, after express, prior and written agreement from Splio as it appears in the Specific Conditions by the specific identification of this Beneficiary. The Beneficiary must be identified in the Specific Conditions.

“**Requirements**” shall mean the document prepared under the sole responsibility of the Client describing the tasks and functions expected by the Services and the constraints within which said Services are to be carried out.

“**Campaign**” shall mean any operation by electronic communication carried out via the Services, specifically the sending of Electronic Messages sent to selected recipients from the Client database (including the Beneficiary).

“**General Conditions**” means this document.

“**Specific Conditions**” means the document describing the Services provided by the Splio Group, and in particular the SaaS Service to which the Client subscribes. When they are signed by the Parties, the Specific Conditions form an integral part of the Contract.

“**CPM**” shall mean the Cost per Mille, or Cost per Thousand, which constitutes the cost per one thousand units.

“**Contract**” has the meaning attributed to it in article 2.1.

“**Deliverability**” shall mean the distribution of an Electronic Message up until its actual delivery to the recipient's terminal, including to an email inbox or a mobile phone of any kind.

“**Data**” means the data hosted by the Group Splio within the context of the SaaS Service, including personal data (designates any information concerning an private individual identified or identifiable within the meaning of the Applicable Personal Data Protection Legislation).

“**Splio Group**” shall mean the company Splio SAS registered in Paris, France under number 434533071 with its head office at 27 Boulevard des Italiens 75002, Paris, France and any company in which it, fully or partially, owns the majority of the capital or voting rights, including without limited to Splio hereunder which is the direct party to this Contract.

“**Hosting**” shall mean the provision of storage and data processing of the SaaS Services by the Splio Group, allowing remote access via the Internet. It includes database storage and Data.

“**Incident**” shall mean any malfunction occurring in the SaaS Service that is reproducible and attributable to the Splio Group.

“**Initialisation**” shall mean the Services provided by the Splio Group with a view to prepare, install, configure, integrate, train, hold workshops, carry out any development, and more generally the execution or any service to put the Services subscribed to into Go Live.

“**Blacklist**” shall mean the list of recipients who have expressly requested not to receive Electronic Messages, or whose addresses are not valid, no longer in use or are used as trap addresses by electronic message service providers.

“**Software**” means a set of computer programs and software solutions intended for a given application, in the sense of the applicable law. The Splio Group is and shall remain the holder of the rights relating to the Software.

“**Statement of work**” means the document in Appendix 1 of the Special Conditions describing the Services of Initialization and the obligations of each of the Parties during the Initialization Period .

“**Electronic Message**” shall mean any message, in text, voice, sound or image form, and/or Pass sent by a public electronic communication network, stored on a network server or in a recipient's terminal equipment until its recovery by the latter.

“**Go Live**” shall mean the starting point that the Services supplied by the Splio Group are put into live operational mode, as opposed to services running in a test environment or in user acceptance mode.

“**Module**” designates a set of optional functionalities of the Software which can be used by the Client after purchase, and can be activated on demand.

“**Pass**”: means the digital version of any type of personalized documents generated by the Client via the SaaS Service, opening specific individual rights (such as store cards, loyalty cards, gift cards, subscriber cards, coupons, invitations, boarding passes, transport tickets, this list being not limitative), and can be read by applications like Apple Wallet, Google Wallet, Samsung Pay, Apple Wallet PKPass Android Readers (like Pass2U Wallet, WalletPasses) and web browsers.

“**Initialization Period**”: notion defined in article 4.2 of these General Conditions.

“**Services**” shall mean the overall provision of all the benefits and services provided by the Splio Group as described in article 6 of this Contract.

“**Applicable Personal Data Protection Legislation**” designates any national legislation on personal data protection applicable to the data processing mentioned in this Contract, and notably the General Data Protection Regulation (“GDPR”, EU 2016/679 of the European Parliament and of the Council of 27 April 2016, applicable since May 25, 2018), and the applicable national laws and legislations on data protection and privacy.

“**Routing**” shall mean the Service provided by the Splio Group allowing the routing of a Campaign to their recipients via an electronic communications network including by the internet.

“**SaaS**” shall mean the method used to provide the services supplied by the Splio Group. Derived from the English term "Software as a Service" it refers to a method to make IT services remotely available via internet to the Client (and/or to the Beneficiary) for applications hosted by the Splio Group.

“**SaaS Services**” means the services provided by the Splio Group enabling the Client (and/or the Beneficiary) notably to manage its Campaigns, and accessible in SaaS, to which the Client subscribes by signing the Specific Conditions.

“**On-Demand Services**” shall mean the or any specific services provided by the Splio Group as described in article 6.5.

“**Specifications**” shall mean (i) the document provided by Splio from analysing the Client's Requirements or (ii) the document created collaboratively by the Parties in the event of the absence or insufficiency of Requirements or (iii) failing this, the features specified in the Specific Conditions.

“**End User**” shall mean any individual destined to directly make use of the Services provided by the Splio Group and notably to access the SaaS Service, in the name and on behalf of the Client and/or the Beneficiary. In any event, the Client remains responsible to Splio for all acts, omissions and/or breaches of the Contract by the End User.

## **2. CONTRACTUAL DOCUMENTS**

**2.1** The contractual relationship between the Parties is made up of the following documents, in decreasing order of legal force (hereinafter jointly called the "Contract"):

- any quotations issued by Splio and signed subsequently;
- the Specific Conditions
- their Appendices
- the present General Conditions
- their Appendices
- purchase orders issued after signature of the Contract, signed by the Client and approved by Splio (to the exclusion of any general or specific conditions appearing in these purchaser orders).

**2.2** In the event of any discrepancy between one or more stipulations contained in aforementioned documents, the higher ranked document shall prevail. In case of a discrepancy between the written provisions of documents of the same rank, the most recent document shall prevail.

**2.3** The Parties agree that the Contract shall constitute the entire obligations of the Parties to the exclusion of any other document, such as previous agreements or general conditions of the Client, including in particular the general purchase conditions appearing on the purchaser orders issued by the Client, if applicable.

**2.4** Any specific handwritten annotation added by a Party will only be of value if it is expressly accepted by the Parties by a signature next to said annotation.

## **3. PURPOSE**

**3.1** These General Conditions are intended to define the conditions under which the Splio Group provides Services described under article 6 to the Client, in compliance with the Specifications. These General Conditions shall apply to the provision of all Services carried out by the Splio Group.

**3.2** The scope and duration of Services subscribed by the Client are described in this document, as well as in the Specific Conditions and, where relevant, in subsequent quotations issued by Splio and the corresponding purchase orders signed by the Client.

## **4. TERM**

**4.1** The Contract enter into effect from the “Anniversary Date” as mentioned in the Specific Conditions.

**4.2** At the end of the Operating Term defined in the Specific Conditions, the Contract shall be renewed tacitly for successive periods (hereinafter, the “Renewal Periods”), unless terminated by one or other of the Parties under the terms of Article 11.1 hereof. The Operational Term, and the subsequent Renewal Periods shall be jointly called “Contractual Periods”. The Initialisation Period and the Contractual Periods will be referred to together as the “Term”.

Consequently, the Term of the Specific Conditions includes the Initialisation Period, the Operational Term and, if applicable, the Renewal Period.

## **5. PERSONAL DATA**

### **5.1. Splio as subprocessor for processing the Data collected by the Client or Beneficiary**

**5.1.1** If successful completion of the Services requires the Splio Group to use Data on behalf of a Client (including any Beneficiary), the Parties agree to designate Splio as a subprocessor of the Client for such use of Data under the conditions set out in Appendix 1. The Client shall ensure that the Beneficiaries and/or the End Users undertake to comply with all the stipulations of Appendix 1 and vouch for the observance of this Appendix 1 by the Beneficiaries and/or the End Users.

**5.1.2** All Data collected and hosted within the framework of the execution of these Services are hosted on servers located in European Union. Splio will be able to add a localization or to change the servers localization within European Union. Splio will be able to host the Data on servers located outside European Union if the transfer of the Data is carried out in accordance with the standard contractual clauses approved by the European Commission or that other legal mechanisms of protection appropriate for Data transfer are used. Splio will inform the Client before in accordance with article 18.3 below. It is agreed between the Parties that when the Client transfer his Data to Splio, the Client shall communicate it in a securized way; the Users must use secured services put at disposal of the Client by Splio for the files exchanges containing Data (e.g. SFTP, FTPS or HTTPS) and a dedicated site for files transfer, or use archives (zip, rar) by coding their contents and by protecting them by a password.

### **5.2 Data collected by Splio as data controller for the purposes of its own activities**

**5.2.1** The Data collected by the Splio Group from its Clients' employees and/or Beneficiaries (e.g. name, surname and phone number of CEO, CDO-Chief Digital Officer, CMO-Chief Marketing Officer, CTO-Chief Technical Officer and CRM Officer) as part of its activities are subject to the provisions applicable to Data protection. The Client (including the Beneficiary) shall inform its employees that according to article 13.2(b) of the GDPR and applicable local laws, they have rights to access, to rectification, to erasure (“right to be forgotten”), to restriction of processing, to data portability, and the right to object and not to be subject to a decision based solely on automated processing, including profiling, to Data concerning them and/or the Beneficiary. Those rights have for legal basis the present Contract, and can be exercised via a letter (to the address mentioned on first page of this General Conditions) or an electronic mail sent to Splio ([privacy@splio.com](mailto:privacy@splio.com)).

**5.2.2** Those Data are collected as part of the commercial activities of Splio Group, including for the purposes of providing the Services, carrying out the operations relating to the management of the Client in respect of this Contract, including the billing, accounts and follow-up of the customer relationship, drawing up accounting, technical and commercial documents, carrying out request operations and drawing up commercial statistics. Splio undertakes not to transfer or rent such data to third parties, except in the case:

- of a transfer to other Splio Group entities for the purposes of proper performance of the Contract or except in the case of any restructuring of the Splio Group, including total or partial transfer of assets, merger, absorption, acquisition, division and more generally any reorganisation operation; and/or
- of a transfer of the Data of the employees' contact details and / or Beneficiaries (names, first names, emails, telephone numbers) in third-party tool including especially a third-party tool CRM, allowing Splio to manage its customer relationships and proceed the invoicing (the processing of which can be made in the United States within the framework of a “data processing agreement” including the typical

contractual clauses of the European Commission); a third-party support tool, allowing Splio to manage its technical assistance and support according to Appendix 3 of the Contract (the Data being hosted in European Union) and an invoicing tool.

The name of these companies is indicated on Splio website on Section Subprocessors <https://www.splio.com/en/subprocessors-list/>

## **6. SERVICES**

### **6.1 Initialisation**

The Splio Group will proceed to the Initialisation with the necessary collaboration of the Client, according to a schedule determined between the Parties and according to the Statement of work referred to in Appendix 1 of the Specific Conditions. In order to carry out the Initialisation, the Parties undertake to collaborate actively, in particular through the communication of the necessary documents.

### **6.2 SaaS Services**

The Splio Group may provide the Client with access to SaaS solutions as described in the Specific Conditions. The Services (and in particular the SaaS Service) are provided in SaaS mode and are therefore remotely accessible by the Client (including the Beneficiary and End User) via its own terminals and Internet connection. Under its own responsibility, the Client is authorised to allow access and the use of the SaaS Service by a Beneficiary, on its own behalf, subject to the stipulations of this Contract and subject to the Beneficiary observing this Contract. The Client undertakes to inform each Beneficiary of the Contract stipulations which will apply to the Beneficiary who must observe them, it being pointed out that under no circumstances is the Beneficiary authorised to request directly from Splio the performance of any obligations by Splio under this Contract, as the Client remains the only and unique intermediary of Splio (unless otherwise agreed by Splio). In any event, the Client alone vouches for and remains the only Party responsible to Splio for all the acts, omissions and/or breaches of the Contract by the Beneficiary, which will be considered to be acts, omissions and/or breaches by the Client. The delivery of Modules or new functionalities that have not yet been purchased and used by the Client will be subject to commercial discussions and will be done versus payment.

### **6.3 Hosting and Maintenance**

The Splio Group supply to the Client a database hosting service and ensure maintenance operations on its infrastructures. If an Incident prevents use or access to Services, Splio undertakes to take into account and process the Incident within the timeframe indicated on Exhibit 3 Services Level. Splio may suspend access to Services for maintenance operations, in case of an emergency, where there is a specific risk to the integrity and security of either the technical infrastructure or Data. Excepting these instances, Splio shall inform the Client in advance regarding maintenance operations that may affect Service availability.

### **6.4 Routing**

Splio undertakes to implement all means necessary to supply optimal Deliverability management conditions (for ex. technical monitoring of best practices, up to date monitoring of online service operators and their recommendations) and watch generally the quality of delivery of Electronic Messages, reputation and sending settings. Notwithstanding the above, the Client recognises and accepts that Deliverability is also dependent on factors beyond the control of Splio, and there can be no question of an absolute guarantee. In case the Client (or Beneficiary) is failing best practice in using Routing & Hosting services (Appendix 2) or does not respect the Applicable Personal Data Protection Legislation, Splio may advise the Client (or Beneficiary) to carry out corrective actions to re-establish the sender reputation of the Client (or Beneficiary).

### **6.5 On-Demand services**

The Splio Group can provide the Client with consulting services to implement adapted solutions, relationship or loyalty programmes, or Campaign management support and solutions. The means for implementing these On-Demand Services will be stipulated in the Specific Conditions on the basis of a pricing agreement and a provisional delivery schedule.

## **7. QUALITY OF SERVICES**

The Splio Group commits to respect service levels under the conditions set out in Appendix 3. Where the expected service level is not achieved, the Client may request Splio to apply the penalties described in Appendix 3, unless the failure to achieve the level of service can be attributed to the Client (including any Beneficiary and/or End User), as the result of a non sub-contracting third party of Splio and/or to a case of force majeure. The Client must submit its application no later than the last day of the calendar year of the event triggering the penalties. From 1st January of the following year, all penalties that have not been claimed shall be definitively lost. This clause is a penalty clause, and settlement of penalties payable for the obligations in question due to non-achievement of the performance levels described in Appendix 3 shall discharge Splio.

## **8. CLIENT OBLIGATIONS**

El Cliente se obliga frente a Splio a:

**8.1** Engage in an active collaboration with Splio for the duration of the Contract to allow the correct performance of the obligations set out in this Contract. In this regard, the Client agrees to fully define and express its needs and to supply Splio with the information and the documents necessary and useful for the proper performance of the Services.

**8.2** Comply with applicable laws, especially the Applicable Personal Data Protection Legislation, and respect good practice rules for use of the Routing & Hosting services described in Appendix 2.

**8.3** Respect intellectual property law. Moreover, the Client recognises that it shall have editorial responsibility for Electronic Messages stored via the SaaS Service and sent when using the Services, in particular at the time of Campaigns, and that Splio cannot be liable in this respect.

**8.4** Take all necessary measures to identify and authenticate the End Users, to approve access of the End Users to the SaaS Service, to monitor any unauthorized access and to protect its access to Splio Group SaaS Services. When registering on the Splio platform, End Users will receive a password to access the Client's account. The Client is responsible for maintaining the confidentiality of the passwords and those of the Beneficiaries, including any third-party provider to whom the Client has authorized access. The Client shall immediately notify Splio of any suspected or actual unauthorized use of the End Users' account. Splio shall not be liable for any costs, losses, damages or expenses resulting from any failure by the Client to maintain password security. The Client shall be solely responsible for any damage caused by a Beneficiary and/or an End User, as well as more generally for any infringements and damage which may result from the theft of passwords, codes or virus contamination which may result from its own IT environment (including the IT environment of any Beneficiary and/or third-party service provider of the Client). It undertakes to inform Splio, without delay, if it finds or suspects that its access is no longer confidential.

**8.5** Refrain from using the Services and in particular the SaaS Service to store content or to send out Campaigns containing illegal, pornographic, political or religious, discriminatory, offensive, shocking, inappropriate, obscene, threatening, abusive, violent, rude, racist, harmful, defamatory, misleading, with the aim of harassing, threatening or embarrassing others, of a pornographic or child pornographic nature, constituting an apology for crimes against humanity, likely to incite racial hatred, violence or terrorism, to undermine human dignity or the private life of others, obviously against common decency, morality or public order, illegal or contrary to the law in force or



undermining the reputation of the Splio Group. These restrictions on use shall also apply to violations of privacy and press-related offences such as defamation or insult;

**8.6** Accept all the free evolutionary updates, patches and bug remedies (hereafter referred to as "Patches") which are necessary in order to allow the functioning and the security of the Services.

**8.7** Not to undermine the integrity or the performance of the Service or of the Data which are contained therein.

**8.8** In the event that the Client authorizes a Beneficiary to access the SaaS Service under the conditions set out in this Contract, to inform the Beneficiary of the content and the scope of the obligations of the Beneficiary under this Contract, it being pointed out that in any event the Client undertakes in the name and on behalf of the Beneficiaries that they observe the stipulations of this Contract and in particular the terms and conditions of access to the SaaS Service, and vouch for this in respect of Splio.

**8.9** If the Client uses other service providers than the Beneficiaries to access the Client's data, the Client is solely responsible for the contract with its third party service providers, including confidentiality and Data security obligations. The Client guarantees to Splio that its third party service providers comply with these obligations and releases Splio from any liability in case of non-compliance with their obligations.

**8.10** Guarantee Splio against any kind of legal action in case of failure to respect this article which is directly and exclusively attributable to the Client, and therefore to intervene to guarantee Splio if Splio is called before a court of law or before any sort of administrative authority, in its capacity as the Client's service provider. This warranty shall include payment of all charges linked to any proceedings against Splio, including reasonable legal fees.

**8.11** The Client is responsible for the accuracy, the quality, the integrity, the lawfulness, the reliability and the relevance of all the Data.

## **9. LIABILITY**

**9.1** Splio cannot be held liable following an Incident resulting from an improper use of the Services by the Client (including any Beneficiary and/or End User), an unauthorised modification of Splio Group applications, or an application not supplied by the Splio Group.

**9.2** Furthermore, it is expressly agreed between the Parties that the liability of Splio shall not extend beyond its own infrastructure and its own network. Networks may have unequal transmission capacities and specific use policies, and neither Party can guarantee the proper functioning of the Internet as a whole.

**9.3** The Client (including any Beneficiary) is solely responsible for the integrity and the quality of its Data, and for implementing and maintaining extraction procedures of its Data from its information system to Splio's SaaS Services and Software (hereinafter the "Data Transfer"). The Client (including any Beneficiary) shall perform the Data Transfers in accordance with the data format expected by Splio's SaaS Services and Software. Splio cannot be held liable for Data integrity or quality, or in case of non-compliance of the Data Transfers with the data format expected for the use of Splio's SaaS Services.

**9.4** Splio shall, in no event, be held liable for content of the Electronic Messages published by the Client (including any Beneficiary and/or End User).

**9.5** The Client (including any Beneficiary) recognises and accepts that the Splio Group uses an overall Blacklist.

**9.6** Splio's liability shall only be engaged if the Client establishes that the damage it suffered is the direct and immediate consequence of Splio breaching its contractual obligations within the limits of foreseeable harm to the Client. In this respect, it is expressly agreed that the Beneficiary cannot act directly against Splio or directly implicate the liability of Splio.

**9.7** Splio's liability shall be limited for all causes and combined damaging events to the annual subscription fees paid by the Client for the utilisation license in Saas mode. This limitation apply regardless of the legal basis for the implementation of the liability, and regardless of the obligation or guarantee in question.

**9.8** The Parties undertake to be insured with a reputable insurance company, covering the financial consequences of their civil liability if it is engaged. Each Party undertakes to promptly provide evidence of said insurance at the request of the other Party.

**9.9** The disclaimers included in this article 9 will apply, except if in any legal text the opposite is expressly imposed, and exclusively in the measure and extension in which it is imposed.

## **10. PRICE-PAYMENT**

**10.1** The Client shall be invoiced according to the Specific Conditions or the Splio quotations and for the price of the Services stipulated in the Specific Conditions or the Splio quotations. It is subject to value added tax and increased according to the rate in force upon invoice issuance.

**10.2** The price invoiced by Splio to the Client may include (i) Initialisation costs, (ii) subscription fees according to Services subscribed set out in the Specific Conditions, (iii) Routing fees, (iv) On-Demand Services, invoiced per service and according to the nature of the operation.

**10.3** The price of Routing may be determined in two distinct manners: (i) either at a rate in Euro per CPM, the price being therefore determined on a monthly basis according to volume of Electronic Messages sent for the Client Routing; (ii) or at a fixed price for a limited and pre-determined volume of Electronic Messages. This package can only be used for the package period, defined in the Specific Conditions. When the volume of Electronic Messages sent by the Client (including Beneficiary) exceeds the agreed package quantity within the context of the all-inclusive price, and failing mention about non-package consumption in the Specific Conditions, this excess volume shall be invoiced as a CPM calculated on the basis of the agreed all-inclusive price.

**10.4** Invoices issued by Splio shall be payable in the thirty (30) calendar days following the issue date of the corresponding invoice. Without prejudice to the application of the stipulations set out in the "Termination-Suspension" article, any late payment shall, ipso jure (without judicial measure), from the first overdue payment date give rise to (1) the application of an indemnity amounting to 40 Euros for recovery of payment for each invoice and (2) to a penalty at the rate of three (3) times the legal interest rate, prorata to the number of delayed days.

**10.5** Splio reserves the right to add any new tax or tax change applied under current legislation onto the price of the Services invoiced to the Client.

**10.6** The price paid by the Client can be increased by Splio on January 1st of each year, according to the variations experienced, in the twelve (12) months immediately prior to the date of each update, of the "Índice General de Precios al Consumo" (IPC) referring to the Autonomous Community of Catalonia or any other index that replaces the previous one. In general, for the aforementioned Autonomous Community, any index that publishes the "Instituto Nacional de Estadística" or the body that replaces it in the future, taking as a basis for each annual update the price that the Client pays at the time it is due. The revision of the price will be due by the Client from the same date on which it is applicable in accordance with the above, and as such, in the event of a delay in the official publication of the indexes, it will be due retroactively from that date.

## **11. TERMINATION-SUSPENSION**

**11.1** The Parties may request that one or more Specific Conditions shall not be renewed at the end of a Contractual Period by sending a registered letter with acknowledgement of receipt, respecting a notice period of three (3) months prior to tacit renewal. These General

Conditions shall terminate automatically and by full right (ipso jure-without judicial measure) in the event of termination or expiration of all the Specific Conditions signed between the Parties.

**11.2** In the event of a serious breach by a Party of its contractual obligations, not remedied after a period of thirty (30) calendar days after delivery by registered letter with acknowledgement of receipt, of a formal notice that remains unanswered, the other Party which is not at fault may request early termination of these General Conditions or the applicable Specific Conditions by registered letter with acknowledgement of receipt. This termination will then take effect automatically without recourse to the courts, counting from the expiry date of thirty (30) calendar days set out above. Splio informs you it does not tolerate any type of discrimination [any unjust or prejudicial treatment of people on the grounds of characteristics like gender, racial or ethnic origin, age, national origin, religion or belief, sexual orientation, gender identity or expression, marital status or disability] against its employees. Splio also does not tolerate any form of harassment. Splio informs you that if a Client engages in such conduct, Splio may automatically terminate the Contract, after giving the Client fifteen (15) working days' notice.

**11.3** If a force majeure event, as described in the "Force Majeure" article, occurs, making performance of the Contract impossible for a period exceeding ninety (90) calendar days, the Parties may (i) either request early termination of these General Conditions or the applicable Specific Conditions by registered letter with acknowledgement of receipt or (ii) agree to suspend performance of the Contract until the end of the force majeure event.

**11.4** Notwithstanding the above, Splio may by full right (ipso jure -without judicial measure) suspend performance of all or part of the Services:

- if the Client fails to fulfil its contractual obligations at the end of a period of fifteen (15) calendar days after notice of said default by any means
- at any time, if there is an un-remedied breach by the Client (including Beneficiary) of their legal obligations with regards to the Applicable Personal Data Protection Legislation, or the good practices for use of Routing & Hosting services in Appendix 2.

**11.5** If Splio suspends performance of its obligations for a breach of good practice for use of Routing & Hosting services (Appendix 2), the Client may ask Splio for guidance and advice to remedy this breach and comply with these practices.

## **12. INTELLECTUAL PROPERTY**

**12.1** The Splio Group is the holder of (or holds) all the intellectual property rights relating to the Services and in particular to the Software, to the SaaS Service, to all elements forming the SaaS Services including without limitation all software, codes, applications, texts, files, animated or still images, photographs, videos, sounds, logos, drawings, trademarks. In return for the observance of these payment obligations, Splio grants the Client (including any Beneficiary and End User) non-exclusively, non-transferable and not subject to sub-licensing (except to the Beneficiary under the conditions set out in this article 12), a right of use of the SaaS Service, at the price agreed in the Specific Conditions, for the Term and exclusively for Spain.

### **The right of use includes:**

- the right to access the SaaS Service to which the Client (including any Beneficiary and End User) has access, to use it, and to remotely carry out all or part of its functionalities in accordance with its purpose, in SaaS, via a connection to an electronic communication network, all under the conditions defined by this Contract according to its authorisation
- the right to interface the extranet of the SaaS Service with all third-party applications of the Client's or Beneficiary's information system, after consent by Splio and according to the interfaces agreed between the Parties
- the right to consult or extract Data under the conditions set out by the SaaS Service
- the right to delete the Data

No right other than those expressly specified in this article is granted to the Client (including any Beneficiary and End User). All other rights are expressly reserved and the Client (including any Beneficiary and End User) shall refrain from assigning, sub-licensing, transferring totally or partially, even if free of charge, this right of use for the SaaS Service, except with the written and prior agreement of Splio.

**12.2** The Client (including any Beneficiary and End User) shall also refrain in particular from:

- reproducing, copying and/or representing, in full or in part, the elements protected by intellectual property made available by the Splio Group and in particular but not restrictively all or part of the Software or the SaaS Service, as well as any software element and the associated documentation
- translating them, adapting them, amending or creating works derived from any one of these elements
- decompiling, disassembling or reverse engineering them in full or in part
- distributing them, broadcasting them, selling, renting or lending them, acting as an office service or commercial ASP supplier, or otherwise exploiting all or part of these elements.

**12.3** The Client is authorised to sub-grant a right of use of the SaaS Service to the Beneficiary in accordance with this article 12, subject (i) to the prior written agreement of Splio as it appears in the Specific Conditions by the accurate identification of this Beneficiary and (ii) to the Beneficiary observing this article.

**12.4** Splio acknowledges that it has no rights to the Data it hosts for the Client (including Beneficiary), and these shall in any case remain the property of the latter (including Beneficiary).

**12.5** For successful performance of these services, the Client (including Beneficiary) shall grant Splio a right to host, cache, copy, access and use the Data, limited to those necessary for performance of the Contract and only for the Term of the Contract. The Client allows Splio Group to use the hosted Data for statistical purposes in accordance with the obligations agreed in the Contract.

## **13. CONFIDENTIALITY**

**13.1** The Parties undertake to preserve the confidentiality of Confidential Information that they exchange under the Contract.

**13.2** Under this article "Confidential Information" is information:

- identified as such by affixing a "confidential" note or any other equivalent reference
- that is confidential due to its nature and, in particular, for each of the Parties, that relating to trade secrets, pricing, development strategies or building up customer Loyalty, customers of Splio, Modules, economic, financial, commercial and/or strategic information, costs, pricing policies, margins, assets and liabilities, structural organisations
- that relates to the methods, know-how, procedures, products, documents, hardware, software, source code, object code, precompiled code, compiled code, technologies, technical descriptions, industrial secrets, patents, drawings and other technical data (including security measures) and tools implemented and used in the context of the implementation of this Contract
- the functional coverage of the LOYALTY module
- for Splio, the data sent by the Client, (including the Beneficiary), including the Data, to the exclusion of those the disclosure of which to the other entities of the Splio Group or to third parties is necessary for the purposes of the satisfactory performance of the Contract.

**13.3** The Parties also undertake not to disclose or use this Confidential Information in a manner other than that necessary for performance of the Contract.

**13.4** However each Party may disclose, under the strictest confidentiality, the Contract and related documents to its insurance broker, its auditors, accountancy experts, tax and social bodies if checked, to its parent company, or on a court order or an administrative authority of personal Data protection or where such disclosure is necessary for implementation or to prove the existence of rights under the Contract.

**13.5** In case of doubt, each Party undertakes to request from the other Party its consent by written agreement prior to any disclosure of the Confidential Information.

**13.6** The following information shall not be considered as Confidential:

- Confidential information that falls into the public domain in the absence of any fault attributable to the receiving Party
- that is in the possession of the receiving Party prior to its disclosure without having been directly or indirectly obtained from the other Party without the receiving Party or a third party having violated an obligation of confidentiality or committed another offence
- information that had been sent to the receiving Party by a third party without violation of a confidentiality obligation
- where information is independently formalised or developed by the receiving Party
- information whose disclosure is required under any law, regulation or court decision.

**13.7** Each Party undertakes to keep the Confidential Information confidential for the Term of the Contract. This obligation will last for two (2) years after the expiration date of the Specific Conditions, for any reason whatsoever.

**13.8** The data sent by the Client (including the Beneficiary), including the Data, are confidential for the Term of the Contract and at the end of the Contract shall be returned and deleted according to the article "Return and deletion of Data" of the Exhibit 1 of the present General Conditions.

#### **14. FORCE MAJEURE (ACTS OF GOD)**

**14.1** Neither Party shall be liable for breach of its contractual obligations to the extent that it results from a case of force majeure.

**14.2** The Parties expressly agree to regard as force majeure, in addition to those set down by current case law and courts, the following events:

- acts from administrative or judicial authorities
- exceptional weather events, earthquakes, fires, storms, attacks, abductions
- external network events and cuts to the Splio Group's infrastructure
- the failure of a third-party internet service provider or SMS services provider of the Splio Group

#### **15. AUDIT**

**15.1** During the Term of the Contract, the Client may, at its cost and within the limit of once (1) per year, conduct through an independent third party, subject to the notice period set out below, an audit of all or some of the Services in order to check respect for the stipulations of the Contract, in terms notably of maintenance of appropriate security measures and protection of the integrity and confidentiality of the Data.

**15.2** The Client will thus communicate to Splio any request for audit operation, the date of the audit, and the name and references of the people responsible for the audit, with minimum notice of fifteen (15) working days.

**15.3** Splio reserves the right to refuse the auditor proposed by the Client, notably if this auditor does not hold the PASSI qualification issued by the ANSSI (French National Agency for IT System Security); in this case Splio undertakes to propose at least one other auditor. In the case of disagreement between the Parties, they shall meet in order to jointly nominate an auditor holding the PASSI qualification.

**15.4** The auditor appointed must sign a confidentiality agreement with Splio prior to any service.

**15.5** Each Party undertakes to collaborate with the auditor in good faith.

**15.6** The Splio Group will cooperate (and shall oversee that any subprocessors cooperate) with the auditor, and will provide him with all assistance reasonably necessary, and all information and documents enabling him to appropriately execute his mission, subject to his confidentiality obligations, and providing these documents and information are strictly related to the Services and necessary to conduct the audit.

**15.7** The audit operations must not take place outside of working hours and must not disrupt the smooth operation of the activities of the Splio Group. In the event where the audit risks disrupting the proper functioning of the activities of the Splio Group, it will be entitled to obtain additional time in order to make the necessary arrangements for the audit mission, if possible.

**15.8** An audit report will be sent in writing to Splio by the auditor, free of charge, such that Splio can make any observations or objections. In the case of dispute or objection by Splio, the Parties shall meet in an ad hoc committee meeting in order to ascertain the points remaining in dispute and to remedy them. The audit report and all discussions within the framework of the audit are confidential, under the conditions of the article Confidentiality. If the said report concludes that the security measures are not appropriate or sufficient, or reveals certain deficiencies or non-conformance with the requirements set out in this Contract and/or the applicable legal provisions and/or the standards in force, Splio shall put corrective actions in place within timeframes to be agreed between the Parties.

#### **16. FIGHT AGAINST CORRUPTION**

The Parties guarantee to comply with all applicable regulations concerning the fight against corruption and influence peddling. Thus, the Parties refrain from and condemn any behaviour or facts that may be qualified as active or passive, direct or indirect corruption, towards or on the part of private or public entities, or complicity in traffic, corruption or favouritism. In this context, each Party undertakes to provide all necessary assistance to the other Party to respond to any request relating to the fight against corruption and trading in influence from a duly authorised authority.

#### **17. COMPLIANCE WITH EMPLOYMENT LEGISLATION**

Splio undertakes to comply with and ensure compliance with labour regulations, particularly with regard to its staff, in terms of health and safety. Splio is personally responsible for the payment of social security contributions, charges and taxes relating to the performance of the Services, and undertakes to comply with all its social and tax obligations. Splio declares that it is duly registered with the trade and companies register of its registered office and certifies on its honour that the employees performing the services are duly employed. Splio certifies that it does not use child labour or any other type of labour in violation of the fundamental principles recognised by the International Labour Organisation.

#### **18. MISCELLANEOUS STIPULATIONS**

**18.1** The Splio Group may use in communication with any other client, prospective client or any third party in general, the name, trademarks and logo of the Client and/or the group to which the Client (including any Beneficiary) belongs and a general description of the Services supplied to the Client (including any Beneficiary) in its presentations, client files, case studies and other promotional information including, for example: in responses for calls for tender, in press releases, brochures, reports, mails, white papers and electronic media such as emails and web pages. For this purpose, the Client undertakes to obtain the express consent of the Beneficiary



in order to allow the Splio Group using the Beneficiary's name, trademarks and logo, as well as a generic description of the Services provided to the Beneficiary under this Contract.

**18.2** Given the intuitu personae of the Contract, the Contract may not be assigned by the Parties to any third party without the prior written consent of its co-contractor. This principle is valid whether the transfer is total or partial, and whether it is free or for payment, except in the case of restructuring of the transferring party, especially by means of merger, absorption, acquisition, intra-group disposals, split or partial addition of assets, or change of control, in which the Contract shall be transferred by full right to the legal entity that is taking it over or is substituted, provided that the take-over or substituted entity is not a direct competitor of the other Party. Notwithstanding the above, the Client acknowledges and accepts that Splio may use third party factors and transfer to them the management or ownership of the claims against the Client of which Splio may be the beneficiary under the Contract.

**18.3** Splio may subcontract (i) all or part of its obligations to any other entity in the Splio Group, (ii) all or part of its obligations related to physical hosting of its servers or routing of Electronic Messages to recipients, or (iii) all or part of its obligations linked to the execution of the SaaS Services. In those cases, Splio shall inform previously and in writing the Client (who shall, where appropriate, inform the Beneficiary) of any intended changes concerning the addition or replacement of other subcontractors. This information will indicate the subcontracted processing activities, the identity and contact details of the subcontractor. The Client (including, where appropriate, the Beneficiary) has a period of thirty (30) working days from the date of receipt of such information to present its objections. This subcontracting may be done only if the Client (including, where appropriate, the Beneficiary) has not make any objection during the agreed period. In any event Splio shall remain solely responsible for performance of the sub-contracted Services and shall guarantee compliance by subcontractors of its obligations. In case the Client refuses any subcontractor, the Parties shall meet within eight (8) working days from the date of the refusal in order to evaluate an alternative solution; if the Client maintains his refusal, and only in this case, each Party may terminate ipso jure (without any formalities) the present Contract with a three (3) months period notice sent by registered letter with acknowledgment of receipt.

**18.4** If one or several provisions or a part of same provision of this Contract are held to be invalid or declared as such under any law, regulation or following a final decision from a competent court, the other provisions shall remain in full force and effect. The Parties shall then negotiate in good faith in order to replace the invalid provision by a valid one.

**18.5** The act by either party of not claiming a breach by the other party to any obligations contained in these conditions, cannot be interpreted for the future as a waiver of the obligation in question.

**18.6** No Party may make a commitment in the name of and/or on behalf of the other. In addition, each Party shall remain solely responsible for its acts, allegations, commitments, services, products and personnel.

**18.7** It is specified that any provisions that by their nature should survive expiration or termination of the Contract, for any reason whatsoever, including the terms "Liability" and "Confidentiality" shall remain in force upon termination of the Contract as well as any provision reflecting the will of the Parties to ensure it survives the termination of the Contract.

**18.8** This Contract shall be governed by the law of Spain.

**18.9** In the event of a dispute arising from the existence, the signing, the validity, the performance and/or the interpretation of this Contract, the Parties undertaken initially to try to resolve it amicably. For this purpose, each of the Parties will appoint a representative, of general management level, who does not devote a substantial part of his time to the performance or the follow-up of the Contract. The task of each representative will be to meet the representative of the other Party to try to find a solution to the dispute which will be described and documented in the notification of the dispute sent by one of the Parties to the other. The appointed representatives will meet as often as the Parties consider it necessary to gather all the information necessary to resolve the dispute and to try to find an amicable solution, which they will suggest in writing to the Parties. Setting the format for the discussions between the appointed representatives is left to them to decide but must not under any circumstances delay the discussions. The written or verbal declarations or the amicable settlements presented during the procedure for amicable settlement will be considered to be Confidential Information. If this attempt fails to reach an amicable settlement at the end of a period of thirty (30) calendar days with effect from the dispatch by one of the Parties to the other of the notification of the dispute, the Parties will resume their freedom of action.

**18.10** IN THE EVENT OF THE FAILURE TO REACH AN AMICABLE SOLUTION SET OUT IN THIS CONTRACT, ANY DISPUTE RELATING TO THE VALIDITY, PERFORMANCE OR INTERPRETATION OF THE CONTRACT, COMPETENCE IS EXPRESSLY ATTRIBUTED TO THE COURTS OF THE CITY OF BARCELONA.

**18.11** This Contract is written in the language of the place of localization of Splio and the English language; the local language shall prevail in case of any conflicts between the two languages.

#### **APPENDIX 1 of Exhibit A Terms & General Conditions: PROTECTION OF PERSONAL DATA IN THE CONTEXT OF SUBCONTRACTING \_ APPOINTMENT OF Splio AS A DATA PROCESSOR**

By way of introduction, it is specified that, for the proper understanding of the provisions of this Appendix, the terms "controller", "processor", "supervisory authority", "data subject", "data protection impact assessment" and "processing" have the meaning defined by the Applicable Personal Data Protection Legislation (art.4 GDPR), whether they are used in the singular or in the plural.

The purpose of this Appendix is to govern the processing of Data that will be implemented by the Client using the Splio platform and in connection with the use of the Services.

The Splio Group and the Client (including Beneficiary) undertake, to process the Data with respect of the Applicable Personal Data Protection Legislation. In this respect, insofar as the Client's Data do contain data of a personal nature collected directly by the Client from the individuals (own clients of the Client), the Client shall entrust Splio with the processing of its customers and prospective Clients' and/or Beneficiary Data within the strict framework of the Services performed under the Contract.

The Data concerned are: name, surname, gender, phone number, e-mail and post address, anniversary date, ID number of Client's customers, loyalty card number (for Mobile Wallets: invitation card number, coupon number and behavioral data kept during the time the End User uses the Pass), and behavioral data including data resulting from the use of cookies and other tracers in particular (for ex. the number of e-mails and SMS sent, the e-mails opening and click, the invalid contacts, abandoned carts, information on order receipts with the name and number of products purchased, the total and discounts, links to the pages visited on the Client's site, opinions and responses to satisfaction surveys), information associated with user accounts, or financial information associated with transactions/purchases.

Data on consumption habits, information related to contracts (contractual relationships, interests in products, services or contracts), customer history, connection data (IP address, logs ...), channel reactivity Data.

The Splio platform allows the Client to create "personalized fields".

The purposes of the processing carried out by Splio, on behalf of the Client (including the Beneficiary) under the Contract are :

**1-** Management and monitoring of relations with the Client's customers, prospects and, more generally, contacts of the Client, including, in particular, the performance of operations of commercial prospecting via the implementation of multi-channel and personalised communication Campaign for the data subjects concerned by the processing; and/or

**2-** Measure of audience which purpose for the Client is the establishment of statistics of the Campaigns' results, deliverability and segmentation

**3-** Manage the Client's loyalty program, whose purposes are: loyalty management (building end-consumer loyalty through benefits); points and reward allocation.

**4-** Carrying out and preparing studies, analyses, reporting and associated statistics, including the construction of predictive models (calculation of aggregates, application of algorithms, calculation and application of predictive models); and/or

**5-** Management of individuals requesting to exercise their rights over their Data (in particular via the Blacklist) which purpose for the Client is to respect the rights of the individuals.

**6-** Restitution and destruction of the Data.

#### **Nature of Data processing operations**

- recording, access, use, communication by transmission, dissemination and storage of Data, transformation and structuring, reconciliation, de-duplication and deletion of Data, import, export and segmentation;
- storage, hosting, backup, analysis, organisation, consultation, cross-checking and use of Data
- transmission of customer files and more generally Client's contacts, including the best relational possibilities, to the Client's activation tools

**Data subjects** are individual customers, prospects, and more generally contacts of the Client and/or the Beneficiary (including visitors to the Client's website).

**Data is kept by Splio** for the duration of the Contract and then for a maximum of three (3) months from the effective date of termination or expiration of the Contract (see paragraph below "Restitution and deletion of Data").

#### **A. Therefore the Splio Group, in its capacity as a processor or subprocessor with regards to the Applicable Personal Data**

##### **Protection Legislation:**

- recognises that the Client and/or the Beneficiary, in its capacity as data controller, determines the purpose and means of implementation of the processing of the Data sent by Client to Splio under the Contract, or otherwise collected during performance of the Contract
- undertakes to process the Data as instructed by the Client (the SaaS Services description chosen by the Client is indicated in the Specific Conditions), provided that the Client authorises Splio to process it for the sole purpose of performing the Contract; if Splio considers that an instruction constitutes a breach of the applicable Data Protection Regulation, it shall inform the Client and/or the Beneficiary
- undertakes not to transfer Data to third parties (except for the Splio Group's subprocessors)
- in light of the nature of the Data and risks associated with its processing, the latest technical progress and good practice of the industry, the costs of implementation, and the nature, scope, context and purpose of the processing, to implement all appropriate technical and organisational means to preserve Data security and confidentiality (art. 32 GDPR) and, specifically, prevent them from being distorted, damaged or allow unauthorised third parties to have access

##### **Splio agrees to implement the following security measures:**

- a) the creation of pseudonyms and the encryption of the Data when possible and necessary
- b) the means to ensure the confidentiality, integrity, availability, and durability of the processing systems and services
- c) the means to restore the availability of the Data and the access thereto in a timely manner, in the event of a physical or technical incident
- d) a procedure designed to regularly test, analyze, and evaluate the effectiveness of the technical and organizational measures to ensure the safety of the Processing.

- oversee that the people authorised to process the Data undertake to respect confidentiality or are subject to an appropriate legal confidentiality obligation and that they receive the necessary data protection training
- undertakes to not exploit, disclose or use Data collected or assigned to it for performance of the Contract for its own needs, and/or on behalf of third parties
- undertakes to provide Services and to process Data in compliance with the principles of "privacy by design & by default" and "security by design". Splio guarantees that it provides Services that respect privacy and the principles of proportionality, minimisation and limitation of the processing of personal Data, ensuring that only relevant, adequate and strictly necessary Data is processed as part of these Services, for the sole purposes indicated above, and under the control of only the persons who have a need to know it



- shall notify the Client of all requests for access or communication made by third parties invoking an authorisation resulting from the application of the legislative or regulatory provisions
- shall put in place organisational measures enabling the Client to respect the people right of access to their Data, the right to obtain correction, limitation, deletion of their Data or, the right to Data portability, the right to object to the processing of their Data, the right not to be subject to a decision based solely on automated processing, including profiling, or the right to assert their post-mortem directives
- undertakes, in the event of receipt of a request to exercise Data protection rights by a data subject, not to respond itself but to inform immediately the Client and without delay upon receipt of such a request, and no later than five (5) working days from receipt of said request. This information shall be accompanied by the communication by Splio of all information and elements that would be useful to the Client for the processing of requests and the preparation of appropriate responses to said requests to exercise their rights by the persons concerned
- to realize Privacy Impact Assessment (PIA) and, if applicable, to realize the prior consultation to the supervisory authority, and keep all necessary documents allowing Splio to demonstrate his respect of the obligations included in this Appendix as data processor
- shall assist the Client in case of Data breach. Splio shall notify the Client of any Data Breach as soon as possible and in all cases within a maximum of seventy-two (72) hours after qualifying the incident as a Data Breach as defined by the GDPR (GDPR definition = "a breach of security resulting in the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data transmitted, stored or otherwise processed"). Such notification shall be accompanied by any relevant documentation to enable the Controller, if necessary, to notify the competent supervisory authority and the data subjects of the breach, if any.

### **Subprocessors**

In the event where Splio contracts with subprocessors, Splio undertakes:

- to impose on its subprocessors all necessary obligations to ensure that the confidentiality, security, availability and integrity of the Data are respected, and that the Data cannot be transferred or lent to a third party, or used for purposes other than those set out in this Contract, and guarantees that the abovementioned subprocessor(s) will respect their obligations.
- to ensure that subsequent subprocessors provide sufficient guarantees as to the implementation of appropriate technical and organizational measures so that Data processing meets the requirements of the applicable Applicable Personal Data Protection Legislation and of the Spanish and European Data Protection supervisory authorities.

The current Splio's subprocessors are indicated on Splio website on Section Subprocessors <https://www.splio.com/en/subprocessors-list> which contents are updated from time to time.

Splio may(i) compile statistical data (no personal data) and other information related to the Client's use of SaaS Services, and (ii) use End User behavioral data [navigation trends (click on navigation menu items); rate of use of filter types at Campaign creation; comparison of usage rates for several platform features (e.g. reporting, filter creation, Campaign sending)] from SaaS Services in an aggregate form for operations management and for statistical analysis to enable Splio to decide the direction of the evolution of SaaS Services and related developments (clauses (i) and (ii) are collectively referred to as "Service Analyzes"). Splio can make the Services Analyzes public; however, Service Analyzes will not integrate Client Data, personal information or Confidential Information in a form that may identify the Client or any individual. Splio reserves all intellectual property rights in Service Analyzes.

### **Return and deletion of Data**

Before the effective date of termination or expiry of the Specific Conditions, for any reason, the Client may recover the Data hosted on the Splio Group platform in a readable form, in compliance with the following conditions:

- either the Client autonomously exports its Data, which is not subject to billing. This return consists of a provision of the Data, which is not associated with any service of support, development or conversion of the Data or their architecture.
- or, within a maximum period of three (3) weeks (21 calendar days) preceding the effective date of termination or expiry of the Specific Conditions, the Client sends its request to Splio by registered letter with acknowledgement of receipt, in order for Splio to export and return the Data; in this case, Splio will invoice a flat rate fee of 400 euros excluding taxes for a raw export of the available Data. Any specific request for support in the return, migration of the Data to another system that may include specific developments, operations for conversion of the Data, or services of advice or technical assistance, will be the subject of a study and a quotation issued by Splio.

In any event, Splio will delete all copies and backups of the Data hosted on the IT systems of Splio within a maximum period of three (3) months from the effective date of termination or expiry of the Specific Conditions, unless by legal imperative they should be conserved, in which case, they should be kept properly blocked.

### **Audits and verifications**

The Client has the right to carry out any verification it deems useful to ascertain Splio's compliance with its obligations in terms of security, confidentiality and more generally Data protection, in particular its obligations under the Contract and the Applicable Personal Data Protection Legislation, in particular by means of audits or inspections, under the terms and conditions set out in the "Audit" section of the General Conditions.

### **B. For its part, the Client in its capacity as a data controller with regards to the Applicable Personal Data Protection Legislation:**

- undertakes to comply with the Applicable Personal Data Protection Legislation in its capacity as data controller
- recognises that it must take the necessary steps, before the competent judicial or administrative authority for the implementation of the processing of personal Data in its capacity as data controller
- undertakes, if appropriate, to take all necessary measures to ensure the lawfulness of international transfers of personal Data

- undertakes to implement the necessary measures to obtain consent of holders of personal data, regardless of the method used to collect such Data, especially with regard to use of cookies requiring such consent, where such consent is required under the Applicable Data Protection Legislation.

The Client is solely responsible for the collection of Data for direct marketing purposes and for the information to be provided to individuals at the time of such collection. When required under the Applicable Data Protection Legislation, the Client must obtain the prior free, specific, informed and unambiguous consent (clear positive act) of the recipient to receive Electronic Messages, regardless of the channel, and must keep proof of such consent, as well as any information on the collection (date, origin, IP address, etc.). "Pre-checked" boxes that allow the presumption of the person's consent ("opt-out") are not legally permitted. Similarly, acceptance of the Client's general terms and conditions of use is not sufficient to obtain consent. When using Splio Mobile Wallets SaaS Services, if the Client uses an example of a Data collection form provided by Splio, the Client remains responsible for this processing and remains solely responsible for drafting the mandatory information and measures for collecting consent from individuals.

#### **Mandatory information - Content and Format of Electronic Messages**

The Campaigns sent must contain the mandatory legal information, in particular:

- clearly indicate the identity of the advertiser with its company name and postal address; the subject of the e-mail must clearly indicate its purpose and nothing in the header or body of the message must mislead the recipient as to the origin or purpose of the message
- the subject of the message must relate to the activity of the company that owns the Client Data base
- for e-mails, the technical field reserved for the sender of the message contains an e-mail address whose domain name corresponds either to the actual sender or to a service provider involved in the routing of the message, and a display name clearly informing the recipient of the sender of the message.

The Client dedicates a sub-domain or a domain name to e-mail messages sent by Splio.

The owner of the domain name must be publicly identifiable on WHOIS databases (not anonymous).

- to offer recipients a simple, free, express and unambiguous means of objecting to the receipt of new Electronic Messages, by offering (1) for e-mails and/or newsletters, a clearly visible and functional unsubscribe link and (2) for SMS messages, a marketing message with the word STOP, the operation of which has been verified (if sent to countries whose operators offer this function) or a right of objection collected by means of a tick box.

The unsubscribe link allows unsubscribing without manual identification of the recipient.

When collecting Data, the Client must inform the person in particular of the following information:

- a) the identity and contact details of the data controller
- b) where applicable, the contact details of the DPO
- c) the purposes of the processing for which the Data is intended and the legal basis for the processing (performance of a contract, compliance with a legal obligation, consent or the legitimate interests of the data controller)
- d) the recipients or categories of recipients of the Data, if any; and
- e) where applicable, the fact that the Data controller intends to transfer personal Data to a third country
- f) how long the Data will be kept
- g) the existence of the right to request from the Data controller access to the Data, its rectification or erasure, or a restriction on the processing relating to the data subject, or the right to object to the processing and the right to Data portability.
- h) the right to lodge a complaint with a supervisory authority.
- i) the existence of automated decision-making, including profiling, as referred to in Article 22(1) and (4) of the GDPR, and, at least in such cases, useful information concerning the underlying logic and the significance and intended consequences of such processing for the data subject.

The Client agrees not to collect or store sensitive Data as defined in the applicable Applicable Personal Data Protection Legislation within the Splio platform.

The Client, as data controller, indemnifies Splio against any third-party action brought against Splio, including any action brought by an administrative or judicial authority based on the processing of Data. In this case, (i) Splio will cooperate loyally with the Client, provided that the defence presented by the Client is not contrary to Splio's interests and (ii) the Client shall bear any penalties of any kind, including any fines, which may be imposed on Splio, or costs incurred (including reasonable lawyers' fees), in connection with the said action.

Should the Client be qualified as a Data controller under the Applicable Personal Data Protection Legislation, the Client undertakes to ensure that the Client complies with all the obligations of this Appendix 1 and shall be deemed to be acting on behalf of the Client with respect to Splio.

#### **APPENDIX 2 of Exhibit A Terms & General Conditions: ANTI-SPAM CHARTER - RULES AND BEST PRACTICES FOR THE USE OF SERVICES OF THE Splio GROUP**

The Splio Group is a marketing software provider in SaaS mode, offering various Services to its Clients. The Splio SaaS IT platform combines a number of modules allowing the Client to orchestrate omnichannel communication strategies from their Client database. The respect of Applicable Regulations and good practices is necessary in maintaining and developing the Splio Group's reputation towards email service providers and telecommunications operators. This reputation is essential for optimal deliverability and enables Client to use electronic marketing to its full potential in order to expand their businesses. The rules and good practices also make it possible to guarantee the respect of the recipients' rights and privacy.

The applicable Charter is described under the following link: <https://splio.com/en/anti-spam-policy/>

## APPENDIX 3 of Exhibit A Terms & General Conditions: SERVICES LEVELS

### 1. PURPOSE OF SERVICES LEVELS

The purpose of this Appendix is to define Splio Group's policy related to its SaaS Services availability and level of Services applicable between Splio and the Client.

Clients whose Contract is still valid can contact Splio via the support portal [<https://support.splio.com/hc/fr-fr>]

### 2. DEFINITIONS

**"Blocking Incident"**: means any incident leading to the total stoppage of the SaaS Service.

**"Major Incident"**: means any Incident leading to the total stoppage or recurrent interruption of one or several functionalities of the SaaS Service for which there is an alternative solution, or any Incident resulting in a noticeable degradation in performance, functionality, or operating capabilities of the SaaS Services.

**"Minor Incident"**: any incident that is neither Blocking Incident nor Major Incident.

**"Unavailability"**: shall mean any event where the SaaS Services are (i) totally inaccessible due to the total loss of connectivity at the SaaS Services where this loss of connectivity is caused by a malfunction of Splio's network or equipment under the control of the Splio Group, or (ii) unusable as a result of a Blocking Incident, outside of Scheduled Maintenance.

**"Scheduled Maintenance"**: means the scheduled maintenance events for the Services (including system updates), provided that these events take place from Monday to Friday between 10:00 p.m. and 08:00 a.m. (Europe/Paris times). The Scheduled Maintenance does not enter into the calculation for the Monthly Availability Rate.

**"Monthly Availability Rate"**: means the percentage obtained following the application of the following formula:

$$\frac{(\text{Total number of minutes in a calendar month} - \text{total number of minutes of Scheduled Maintenance in the same calendar month} - \text{number of Unavailability minutes in the same calendar month})}{(\text{Total number of minutes in a calendar month} - \text{number of Scheduled Maintenance minutes in the same calendar month})} \times 100$$

**"Monthly Operating Cost"**: shall mean the monthly subscription fees for the SaaS Services as defined in the Specific Conditions, excluding fees related to Routing or On-Demand Services.

**"Service Credit"**: means the penalties issued to the Client by Splio in case of breach by Splio of its Service Commitment and/or Support Commitment, in accordance with this Appendix.

**"Ticket"**: means a request for assistance by the Client according to the procedure and format described in Article 3.2 below.

### 3. TECHNICAL SUPPORT

#### 3.1 Client's Responsibility for Support

##### 3.1.1 As End User, the Client's technical representative has access to the following services on the Support website

- Registration/tracking of Tickets
- consultation/search of the knowledge base (FAQ), including information on Modules

##### 3.1.2 Preliminary information to be consulted on the Splio Support website [<https://support.splio.com>]

Before contacting Support and creating a Ticket, the Client undertakes to consult the knowledge base to find a solution to the problem encountered.

3.1.3 The Client agrees to comply with the Ticket formalities set out below to obtain Splio Support in order to speed up the resolution of the Incidents described above.

Depending on the severity of the Incident and the level of support, the Support team will carry out the following actions:

- Incident investigations
- Simulations and replication attempts

Depending on the conclusions of these investigations, the Support team will provide technical or functional explanations of the Incidents, interim solutions and then final solutions.

##### 3.1.4 Principle of reciprocity

**Splio undertakes to react quickly to Tickets** according to the Incident levels to diagnose and resolve the technical and/or functional problem.

Reciprocally, the Client agrees to :

- follow the procedure described in Article 3.2 below and respond promptly to requests from the Support team so that the latter can make an effective diagnosis and speed up the resolution of the Incident



- have sufficient and competent technical personnel to carry out additional tests and diagnoses and to participate in conference calls until the Incident is resolved.

### 3.2 How to Contact Splio Support

#### 3.2.1 Procedure to be followed by the Client

In order for Splio to be able to consider the Client's request, the Client must submit his or her support request via the channels specified below and in the form of a Ticket including the elements described in article 3.2.2

- Monday to Friday, 9 a.m. to 6 p.m. (Europe/Paris times), via the support portal [<https://support.splio.com>]
- Outside these hours, via the service portal [<https://support.splio.com>]
- A Ticket number will be assigned for any subsequent reference to the request
- The language used for technical support is Spanish. Exceptionally, English may be used
- Splio does not provide technical support on Saturdays, Sundays and public holidays

#### 3.2.2 Ticket Information Needed for Support/Ticket Format

To be eligible for Support, the Client must report the Incident via an online contact form at <https://support.splio.com/hc/en-us/requests/new> and complete the following information

- E-mail address
- Name of contact/End User and company, as well as the names of any other eventual contacts
- Universe or Brand concerned
- Name of the Module(s) concerned
- Name of the Campaign
- Subject of the technical and/or functional problem
- Date of occurrence of the Incident and whether it has occurred before
- Detailed description of the Incident, including URL link, filter ID and screenshots to facilitate investigation
- Attachments required for investigation

#### 3.2.3 Cases when a Support request is rejected

In the event that the Client has not followed the above procedure, Splio reserves the right to reject the Client's request

### 3.3 Splio technical support / outside the scope of Support

If the problems encountered by the Client are not Incidents, Splio reserves the right to refuse the request for Support

#### For example, in the following cases

- Training is required
- Support on third-party applications and specific developments made by the Client (integration of e-mail code)
- The solution requires working in project mode
- The solution requires cleaning of Client data

If the Client insists on technical support from Splio, a prior time-based quotation will be prepared prior to any intervention by Splio, at a rate of 200 Euro excl. taxes/hour.

Once the quotation has been accepted and signed by the Client, Splio will invoice 100% of the amount in arrears (in advance), while indicating an expected end date for the technical assistance.

## 4. LEVELS OF SUPPORT

The support levels (hereinafter the "Support Commitment"):

Level of Support according to the nature of the Incident	Nature of Incident	Response time	Examples
Level 1	Minor Incident	Four (4) hours	Support request to use the Splio platform
Level 2	Major Incident	One (1) hour	Dysfunction of a feature of a Module (as described in Exhibit 2 "Services Description" of the Specific Conditions)
Level 3	Blocking Incident	Thirty (30) minutes	SaaS Services total stop / unavailability of a Module (as described in Exhibit 2 "Services Description" of the Specific Conditions)

## 5. SAAS SERVICE AVAILABILITY COMMITMENT

Splio undertakes to use all commercially reasonable efforts to make the SaaS Services available with a Monthly Availability Rate of 99% over a calendar month (hereinafter, the "Service Commitment").

## 6. SERVICES CREDIT

The Service Credit is a percentage of the Monthly Operating Cost. In the event the Support and/or Service Commitment is not met, the Client may request the payment of penalties delivered in the form of a credit note on a later invoice (hereinafter, the "Service Credit"), according to the conditions of the present Contract.

## 7. SERVICES CREDIT FOR THE SERVICE COMMITMENT

In the event the Service Commitment is not met on a past calendar month, the Client may request the application of a Service Credit according to the Monthly Availability Rate reached over the related past calendar month, according to the following:

Monthly Availability Rate	Service Credit
Less than 98,99% but no less than 95%	10% of the Monthly Operating Cost
Less than 95%	20% of the Monthly Operating Cost

## 8. SERVICES CREDIT FOR THE SUPPORT COMMITMENT

In the event the Support Commitment described on point 4 above is not met, the following Service Credit apply per working day late:

Nature of Incident	Service Credit
Minor	3% of the Monthly Operating Cost
Major	4% of the Monthly Operating Cost
Blocking	5% of the Monthly Operating Cost

Any Client Service Credit request validated by Splio shall be applied on the upcoming monthly invoice following the Service Credit request. A Service Credit is not transferable and cannot be assigned. In any event, the amount of Service Credits which may possibly be owed by Splio pursuant to this Annex 3 in respect of a calendar month cannot exceed an amount equal to fifty per cent (50%) of the sums paid by the Client in respect of the Monthly Operating Cost. Moreover, the amount of Service Credits which may possibly be owed by Splio pursuant to this Annex 3 in respect of the calendar year cannot exceed an amount equal to ten per cent (10%) of the sums paid by the Client in respect of the subscription to the SaaS Service in question for this calendar year (i.e. the amount of Monthly Operating Costs paid by the Client in respect of the calendar year in question).

## 9. SERVICE CREDIT REQUEST

In order to receive a Service Credit, the Client shall send to Splio a registered letter with acknowledgement of receipt. This request shall be sent to support within thirty (30) calendar days following the last day of the month following which the Service or the Support Commitment has not been achieved.

This request shall mention:

- expressly it is a Service Credit request
- (i) the month where the Service or the Support Commitment is not met or (ii) the dates and hours of Unavailability noticed by the Client
- the name of the instance, universe, or account impacted by the Unavailability.

## 10. EXCLUSIONS

The Service Commitment and the Support Commitment does not apply to the following cases:

- Suspension of the SaaS Services as stipulated in article 11.4 et 11.5 of the General Conditions of Use
- Unavailability caused by any event out of the control of the Splio Group, such as force majeure, acts of God, network malfunctions out of Splio network, actions of inactions of independent third parties
- Unavailability of the SaaS Services that have not Go Live
- In the event of non-cooperation by the Client (failure to respond to reasonable requests for information from Splio)