MASTER SUBSCRIPTION AGREEMENT

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF THE SERVICES.

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1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement.

"Beta Services" means Our services that are not generally available to customers.

"Documentation" means Our online user guides, documentation, and help and training materials, as updated from time to time, accessible via our website or login to the applicable Service.

"Intellectual Property" all concepts, inventions (whether or not protected under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protected under intellectual property and/or copyright laws), Moral Rights, trademarks, trade names, trade dress, trade

secrets, publicity rights, names, likenesses, know-how, ideas (whether or not protected under trade secret laws), and all other subject matter protected under patent (or which is not patented, but is subject matter that is protected under patent law), intellectual property, copyright, trademark, trade secret, or other laws, whether existing now or in the future, whether statutory or common law, in any jurisdiction in the world, for all media now known or later developed, including without limitation all new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, programming, applets, scripts, designs, processes, and methods of doing business. "Moral Rights" means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country, or under any treaty.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Order Form" means an ordering document specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any appendices, addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"**Personal Data**" means data relating to an identified or identifiable natural person and/or legal entity, as defined in the Data Processing Addendum attached hereto as Exhibit A.

"Portal" means a Web-based platform accessible at the following url : http://www.odaseva.com, used by Us to provide Services to You.

"Services" means the products and services that are ordered by You under an Order Form and made available online by Us, including associated offline components, as described in the Documentation.

"User" means an individual who is authorized by You to use a Service, for whom You have ordered the Service, and to whom You (or We at Your request) have supplied a user identification and password. Users may include, for example, Your employees, consultants, contractors and agents.

"We," "Us" or "Our" means Odaseva Technologies, a French *Sociétés par actions simplifiée*, with a share capital of 87.094 Euros, having its registered office at 54 rue des Moulineaux, 92150 Suresnes, France, registered with the Trade Register of Nanterre under No. 751 464 264.

"You" or "Your" means the company or other legal entity accepting this Agreement and its Affiliates.

"Your Data" means electronic data and information submitted by or for You to the Services or collected and processed by or for You using the Services.

2. OUR RESPONSIBILITIES

2.1. Provision of Services. We will (a) make the Services available to You pursuant to this Agreement and the applicable Order Forms, (b) provide the purchased support, and (c) use commercially reasonable efforts to make the Services available except for: (i) downtime for maintenance and (ii) any unavailability caused by force majeure events consisting in circumstances beyond Our reasonable control, including, for example,

act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees).

In this regard, You understand that the access to and performance of the Services depends in part on the services of third parties which are necessary for its operation, including -among others- the internet service provider You selected, the applications You are a licensee or user of. You specifically assume the risks of any failure or limitations of service by these third parties.

2.2. Protection of Your Data. We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Services to You and prevent or address related service or technical problems, (b) as compelled by law in accordance with Section 6.3 (Compelled Disclosure) below, or (c) as You expressly permit in writing.

2.3. Protection of Personal Data. We will process Personal Data in accordance with the Data Processing Addendum attached hereto as Exhibit A.

2.4. Our Personnel. We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

2.5. Beta Services. From time to time, We may invite You to try Beta Services at no charge. You may accept or decline any such trial in Your sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta Services are for evaluation purposes and not for production use, are not considered "Services" under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one (1) year from the trial start date or the date that a version of the Beta Services becomes generally available. We may discontinue Beta Services at any time in Our sole discretion, subject to a reasonable prior notice, and may never make them generally available.

3. USE OF SERVICES

3.1. Subscriptions. Unless otherwise provided in the applicable Order Form, (a) Services are purchased as subscriptions, (b) subscriptions may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions.

3.2. Usage Limits.

(a) Services are subject to usage limits, including, for example, the quantities specified in Order Forms. Unless otherwise specified, a quantity in an Order Form refers (a) to volumes of records and salesforce organizations, and the Service may not be accessed beyond the number of ordered volumes and salesforce organizations, (b) to Users, and the Service may not be accessed by more than that number of Users; a User's password may not be shared with any other individual, and a User identification may be reassigned to a new individual replacing one who no longer requires ongoing use of the Services.

(b) If You exceed a contractual usage limit, We will work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by a contractual usage limit, You will execute an Order Form for additional quantities of the applicable Services promptly upon Our request, and/or pay any invoice for excess usage in accordance with Section 4.2 (Invoicing and Payment).

3.3. Your Responsibilities. You will (a) be responsible for User's compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services except in accordance with the Documentation and applicable laws and government regulations.

3.4. Usage Restrictions. You will not (a) make any Service available to, or use any Service for the benefit of, anyone other than You or Users, (b) sell, resell, license, sublicense, distribute, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit, (h) copy a Service or any part, feature, function or user interface thereof, (i) frame or mirror any part of any Service, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (j) access any Service in order to build a competitive product or service, or (k) reverse engineer any Service (to the extent such restriction is permitted by law).

4. FEES AND PAYMENT FOR SERVICES

4.1. Fees. In exchange for the Services, You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services purchased and not actual usage, provided that if actual usage exceeds the amount purchased, You shall pay for the excess used (ii) except as provided herein or therein, payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the then current subscription term. Except with respect to excess usage, the fees for the Services are fixed during the initial term of the Order Form.

4.2. Invoicing and Payment. You will provide Us with a valid acceptance of Order Forms, including purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance either annually or in accordance with any different billing frequency stated in the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

4.3. Overdue Charges. If any invoiced amount is not received by Us by the due date, then without limiting Our rights or remedies, those charges may accrue late interest at a rate equal to three (3) times the statutory rate of interest then in force together with a fixed compensation payment of forty (40) Euros in respect of recovery costs, subject to re-evaluation.

4.4. Suspension of Service and Acceleration. If any amount owing by You under this Agreement for the Services is thirty (30) or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under this Agreement so that all such obligations become immediately due and payable, and suspend the Service to You until such amounts are paid in full. We will give You at least ten (10) days' prior notice that Your account is overdue, in accordance with Section 11.2 (Manner of Giving Notice), before suspending Services to You.

4.5. Payment Disputes. We will not exercise Our rights under Section 4.3 (Overdue Charges) or 4.4 (Suspension of Service and Acceleration) above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

4.6. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this Section 4.6, We will invoice You and You will pay that amount unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

4.7. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

5. PROPRIETARY RIGHTS AND LICENSES

5.1. Ownership. Nothing in this Agreement shall constitute a transfer of any proprietary right by Us to You. The Service is protected by Intellectual Property laws. We, Our licensors and suppliers, own and retain all right, title and interest in and to the Intellectual Property rights in the Service and any enhancements, modifications or derivative works thereof.

5.2. Reservation of Rights. We grant You a personal, non-exclusive and limited license to use the Service for the duration and pursuant to the terms and conditions specified in the Order Forms. All rights not specifically granted to You in this Agreement are retained by Us. You acknowledge Our, and Our licensors', proprietary rights in the Service. We retain all right, title and interest in and to the Service. You acknowledge and agree that (i) no configuration or deployment of the Service shall affect or diminish Our rights, title, and interest in and to the Service; and if You request or suggest any new features, functionality or performance for the Service that is subsequently incorporated into the Service, You hereby grant Us, for the duration of their protection under Intellectual Property laws, a worldwide, non-exclusive, royalty-free license to use and incorporate such suggestions into the Service. You acknowledge that the Service incorporating such new features, functionality, or performance shall be Our sole and exclusive property and all such suggestions shall be free from any confidentiality restrictions that might otherwise be imposed upon Us.

5.3. Your Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any Intellectual Property rights therein.

6. CONFIDENTIALITY

6.1. Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information includes Your Data; Our Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this Section 6.2.

6.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

7. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

7.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

7.2. Our Warranties. We warrant that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data, (b) We will

not materially decrease the overall security of the Services, (c) the Services shall perform substantially in accordance with the Documentation, and (d) We will not introduce Malicious Code into Your systems.

7.3. Disclaimers. Except as expressly provided in this Agreement, You acknowledge that use of the Service may not be uninterrupted or error-free and the Service web site may, from time to time, be temporarily shut down due to routine maintenance or resolution of errors. Beta Services are provided "as is," exclusive of any warranty whatsoever. Each party disclaims all liability and indemnification obligations for any harm or damages caused by any third party hosting providers.

8. MUTUAL INDEMNIFICATION

8.1. Indemnification by Us. We will indemnify, defend and hold harmless You and Your Affiliates, officers, directors, and employees (each an "Indemnified Party" and collectively, the "Indemnified Parties") against any and all third party claims, demands, suits, actions, and proceedings at law or in equity (each a "Claim" and collectively, the "Claims") and all related liabilities, judgments, awards, settlements damages and costs including without limitation reasonable legal fees and expenses made or brought against You by a third party alleging that the Service or portions of components thereof, or the use thereof in accordance with this Agreement, infringes, causes the infringement or misappropriates any Intellectual Property right of any third party (a "Claim Against You"), whether or not such Claim or allegation is successful, provided that You (a) promptly give Us written notice of the Claim Against You, (b) give Us sole control of the defense and settlement of the Claim Against You (except that We may not settle any Claim Against You without Your prior written consent, which shall not be unreasonably withheld.), and (c) give Us all reasonable assistance, at Our expense. If We receive information about an infringement or misappropriation claim related to a Service, We may in Our discretion and at no cost to You (i) modify the Service so that it no longer infringes or misappropriates, without breaching Our warranties under Section 7.2 (Our Warranties), (ii) obtain a license for Your continued use of that Service in accordance with this Agreement, or (iii) terminate Your subscriptions for that Service upon 30 days' written notice and refund You any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply to the extent a Claim Against You arises from Your breach of this Agreement or the combination of the Services by You with any of Your own Intellectual Property or the Intellectual Property of a third party.

8.2. Indemnification by You. You will indemnify, defend and hold harmless Us and Our Affiliates, officers, directors, and employees (each an "Odaseva Indemnified Party") against any and all Claims and all related liabilities, judgments, awards, settlements damages and costs including without limitation reasonable legal fees and expenses made or brought against an Odaseva Indemnified Party by a third party alleging that Your Data, or Your use of any Service in breach of this Agreement, infringes or misappropriates such third party's Intellectual Property rights or violates applicable law (a "Claim Against Us") whether or not such Claim Against Us or allegation is successful. We will (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us without Our prior written consent, which shall not be unreasonably withheld.), and (c) give You all reasonable assistance, at Your expense.

8.3. Exclusive Remedy. This Section 8 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 8.

9. LIMITATION OF LIABILITY

The limitations on the liability of either party to the other set forth below are predicated in part on the amount of the subscription fees and on the other provisions of the Agreement negotiated by and agreed upon by the parties.

9.1. Limitation of Liability. In no event shall the aggregate liability of each party together with all of its Affiliates arising out of or related to this Agreement exceed the total amount paid by You and Your Affiliates hereunder for the Services giving rise to the liability in the twelve (12) months preceding the first incident out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the ground of liability, but will not limit Your and Your Affiliates' payment obligations under Section 4 ("Fees and Payment for Services").

9.2. Exclusion of Consequential and Related Damages. In no event will either party or its Affiliates have any liability arising out of or related to this Agreement for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort and regardless of the ground of liability, even if a party or its Affiliates have been advised of the possibility of such damages. The foregoing disclaimer will not apply to the extent prohibited by law.

10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement commences on the date executed by the parties and continues until all Order Forms have expired or have been terminated.

10.2. Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one (1) year (whichever is shorter), unless either party gives the other notice of non-renewal at least sixty (60) days before the end of the relevant subscription term. The per-unit pricing during any renewal term will increase by up to seven per cent (7%) above the applicable pricing in the prior term, *(i)* unless otherwise provided in the applicable Order Form, or *(ii)* unless We provide You notice of different pricing at least sixty (60) days prior to the applicable renewal term; it being underlined that You will be authorized to stop the renewal of Your subscription should You disagree with such different pricing. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at Our applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

10.3. Termination. A party may terminate this Agreement for cause (i) upon sixty (60) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) to the extent authorized by applicable law, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

10.4. Refund or Payment upon Termination. If this Agreement is terminated by You in accordance with Section 10.3 (Termination), We will refund You any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by Us in accordance

with Section 10.3 (Termination), You will pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will termination relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

10.5. Your Data Portability and Deletion. Upon request by You made within fifteen (15) days before the scheduled date of termination or expiration of this Agreement, We will make Your Data available to You for download directly on our Portal before contract termination at no cost to You. Additionally, if you make the same request to Us within fifteen (15) days after the effective date of termination or expiration of this Agreement, We will reactivate the Portal for a period of ten (10) days to allow you to download Your Data all at no cost to You. Notwithstanding the above, after ten (10) days following the termination of this Agreement, We will have no obligation to maintain or provide Your Data, and will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession, unless legally prohibited.

10.6. Surviving Provisions. The Sections titled "Fees and Payment for Purchase Services," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Your Data Portability and Deletion," "Notices, Governing Law and Jurisdiction," and "General Provisions" will survive any termination or expiration of this Agreement.

11. NOTICES, GOVERNING LAW AND JURISDICTION

11.1. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after sending by confirmed email. Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

11.2. Agreement to Governing Law and Jurisdiction. Each party agrees that the Agreement shall be governed by French law, without regard to choice or conflicts of law rules, and that any disputes relating to the formation, implementation, termination and/or interpretation of this Agreement shall be subject to the exclusive jurisdiction of the Tribunal of Commerce of Paris, notwithstanding if there is more than one defendant or in the event of a third-party notice, and even in the case of protective measures, summary procedures (*référé*) or *ex parte* procedures (*requête*).

12. GENERAL PROVISIONS

12.1. Entire Agreement and Order of Precedence. This Agreement is the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, including its exhibits, (2) this Agreement and its exhibits, and (3) the Documentation.

12.2. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, We will refund to You any prepaid fees covering the remainder of the term of all subscriptions. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.3. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.4. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

12.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

EXHIBIT A – DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") is appended to the Agreement concluded between ODASEVA and Customer for the Services, to reflect the parties' agreement with regard to the Processing of Personal Data.

By signing the Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent ODASEVA processes Personal Data for which such Authorized Affiliates qualify as the Controller.

In the course of providing the Services to Customer pursuant to the Agreement, ODASEVA may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

1. DEFINITIONS

All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

"**Authorized Affiliate**" means any of Customer's Affiliate(s) which (a) is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and ODASEVA, but has not signed its own Order Form with ODASEVA and is not a "Customer" as defined under the Agreement.

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Customer" means what is defined in the Agreement as "You", and except where indicated otherwise, shall include Authorized Affiliates.

"Customer Data" means what is defined in the Agreement as "Your Data."

"Data Protection Laws and Regulations" means all laws and regulations applicable in the European Union to the Processing of Personal Data under the Agreement.

"Data Subject" means the identified or identifiable person to whom Personal Data relates.

"**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and 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).

"ODASEVA" means what is defined in the Agreement as "We".

"Personal Data" means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Processor" means the entity which Processes Personal Data on behalf of the Controller.

"Schedule 1" refers to the security, privacy and architecture documentation applicable to the specific Services purchased by Customer, as updated from time to time.

"Sub-processor" means any Processor engaged by ODASEVA.

"**Supervisory Authority**" means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, ODASEVA is the Processor and that ODASEVA will engage Sub-processors pursuant to the requirements set forth in Section 5 ("Sub-processors") below.

2.2 Customer's Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.

2.3 ODASEVA's Processing of Personal Data. ODASEVA shall treat Personal Data as Confidential Information and shall only Process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement and with the Data Protection Laws and Regulations. ODASEVA will alert the Customer if such instructions violate said Data Protection Laws and Regulations.

2.4 Details of the Processing. The subject-matter of Processing of Personal Data by ODASEVA is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects processed under this DPA are further specified in the Order Form ("Details of the Processing") to this DPA.

3. RIGHTS OF DATA SUBJECTS

ODASEVA shall, to the extent legally permitted, promptly notify Customer if ODASEVA receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making ("Data Subject Request"). Taking into account the nature of the Processing, ODASEVA shall assist Customer by providing appropriate technical and organizational measures for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations.

4. ODASEVA PERSONNEL

4.1 Confidentiality. ODASEVA shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. ODASEVA shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

4.2 Reliability. ODASEVA shall take commercially reasonable steps to ensure the reliability of any ODASEVA personnel engaged in the Processing of Personal Data.

4.3 Limitation of Access. ODASEVA shall ensure that ODASEVA's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

4.4 Data Protection Officer. ODASEVA has appointed a data protection officer. The appointed person may be reached at dpo@odaseva.com.

5. SUB-PROCESSORS

5.1 Appointment of Sub-processors. Customer acknowledges and agrees that (a) ODASEVA may engage third-party Sub-processors in connection with the provision of the Services. ODASEVA has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such Sub-processor.

5.2 Information Regarding Current and/or New Sub-processors. ODASEVA will make available to Customer the identity and country of location of each current and future Sub-processors.

5.3 Objection Right for Sub-processors. Customer may object to ODASEVA's use of a new Sub-processor by notifying ODASEVA promptly in writing within ten (10) business days after receipt of ODASEVA's notice in accordance with the mechanism set out in Section 5.2 (" Information Regarding Current and/or New Sub-processors"). In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, ODASEVA will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Customer. If ODASEVA is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the applicable Order Form(s) with

respect only to those Services which cannot be provided by ODASEVA without the use of the objected-to new Sub-processor by providing written notice to ODASEVA. ODASEVA will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.

5.4 Liability. ODASEVA shall be liable for the acts and omissions of its Sub-processors to the same extent ODASEVA would be liable if performing the services of each Sub-processor directly under the terms of this DPA.

6. SECURITY

6.1 Controls for the Protection of Customer Data. ODASEVA shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data, as set forth in the Schedule 1. ODASEVA regularly monitors compliance with these measures. ODASEVA will not materially decrease the overall security of the Services during a subscription term.

6.2 Third-Party Certifications and Audits. ODASEVA has obtained the third-party certifications and audits set forth in the Schedule 1. Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, ODASEVA shall make available to Customer that is not a competitor of ODASEVA a copy of ODASEVA's then most recent third-party audits or certifications, as applicable.

7. CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

ODASEVA maintains security incident management policies and procedures specified in the Schedule 1 and shall, notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by ODASEVA or its Sub-processors of which ODASEVA becomes aware (a "Customer Data Incident"). ODASEVA shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as ODASEVA deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within ODASEVA's reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Users.

8. RETURN AND DELETION OF CUSTOMER DATA

ODASEVA shall return Customer Data to Customer and, to the extent allowed by applicable law, delete Customer Data in accordance with the procedures and timeframes specified in Section 10.5 ("Your Data Portability and Deletion") of the Agreement.

9. AUTHORIZED AFFILIATES

9.1 Contractual Relationship. The parties acknowledge and agree that, by executing the Agreement,

the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between ODASEVA and each such Authorized Affiliate subject to the provisions of the Agreement and this Section 9 and Section 10. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement.

9.2 Communication. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with ODASEVA under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

9.3 Rights of Authorized Affiliates. Where an Authorized Affiliate becomes a party to the DPA with ODASEVA, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against ODASEVA directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together.

10. LIMITATION OF LIABILITY

Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and ODASEVA, whether in contract, tort or under any other ground of liability, is subject to Section 9 ("Limitation of Liability") of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

For the avoidance of doubt, ODASEVA's total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under this Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.

Also, for the avoidance of doubt, each reference to the DPA in this DPA means this DPA including its Schedules and Appendices.

11. DATA PROTECTION IMPACT ASSESSMENT

Upon Customer's request, ODASEVA shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR to carry out a data protection

impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to ODASEVA. ODASEVA shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority, to the extent required under the GDPR.

SCHEDULE 1 – SECURITY, PRIVACY AND ARCHITECTURE DOCUMENTATION

In order to guarantee the highest degree of security and availability for Odaseva platform and services, Odaseva manages a variety of policies, procedures and controls; covering different aspects such as infrastructure monitoring and security operations, risk management, communication process and rigorous management of access rights to information of its Information System. These procedures are audited on a annually basis by an Auditor with a solid international reputation who deliver to Odaseva a SOC2 report.
Odaseva established and maintains the following policies and procedures to provide the highest degree of security and availability for its services:

- Code of Conduct: ethical and moral integrity rules, that every Odaseva employee agrees to comply with.

- Antivirus and New Software Policy: rules applying to every laptops and servers used at Odaseva, both in terms of setup and maintenance of software and antivirus.

- AWS Data Disposal Policy: policy detailing data removal from AWS Odaseva servers when they are no longer used.

- Business Continuity Plan: procedure used in case of data loss on any component of Odaseva architecture.

- Confidential data transfer and Encryption Policy: policy for transferring confidential data, that every Odaseva employee agrees to comply with.

- Emergency Key Lost Process: procedure to recover an encryption key, only executed upon explicit request from a Customer authorized individual

- Employee Hiring Policy: policy governing Odaseva recruitment (Background checks, …)

- Employee OnBoarding Procedure: procedure executed when an employee joins Odaseva (NDA, technical equipment setup, presentation of policies and procedures, …)

- Employee OffBoarding Procedure: procedure executed when an employee leaves Odaseva (data deletion from any device, deactivating access rights to Odaseva architecture components, knowledge transfer, …)

- Confidentiality Security Agreement: confidentiality and information security principles, presented to every new Odaseva hire, in addition to the NDA included in his/her work contract.

- Front-End Internal Audit Process: recurring internal audit procedure executed on the Platform to provide system resilience.

- Internal File Management Process: policy covering how to use Odaseva documents and how to secure them, including a monthly control of access review granted to each employee.

- Incident Management Procedure: procedure detailing incident management of incidents having an impact on the service provided by Odaseva.

- Laptop configuration Monitoring Process: procedure executed by IT Management team on a recurring basis to audit Odaseva laptops.

- Platform Credentials Management Process: management procedure (activation, deactivation, audit) of Odaseva platform access related to its customers and employees.

- Release Lifecycle Procedure: description of Odaseva release lifecycle, from requirement gathering to Go Live, including design, development and UAT.

- Sanction Policy: policy governing how to sanction an employee in case of serious misconduct.

To secure Customer data, Odaseva continuously review its security policy and apply an End-To-End encryption principle:

- Customer Data are encrypted In Transit (HTTPS TLS 1.2) as soon as they leave Salesforce Customer environment

- Customer Data are then immediately encrypted at a granular level (field by field, row by row), with an encryption key only known by the Customer, before storing Customer Data on Odaseva Databases and Filesystems

- Servers, Filesystems and Databases are also encrypted, at the Operating System level and/or hard-drive level, and protected accordingly to Security State-of-the-art (IP Restriction, isolated VLAN, firewall, …)

This granular encryption security pattern allows Odaseva to accomplish its mission of processing Customer data while having Customer Data encrypted at all time with no Odaseva employees having access to decryption key. This standard feature at Odaseva is the equivalent of the paid option “Platform Encryption” of Salesforce Shield product line. This encryption pattern is highly recommended by security specialist in highly regulated industries such as Healthcare, Bank or Insurance: Odaseva fits the definition of “no-view provider” in the HIPAA privacy rule.