GENERAL TERMS AND CONDITIONS - WALLET SOLUTION

1. DEFINITIONS

"Contract Year" means a period of twelve (12) months beginning on the Activation Date and, in the event of renewal, from the anniversary date of the renewal.

"Order Form" means the order form signed by the Parties and constituting the Customer's acceptance of these terms.

"Card" means the digital card in Wallet format enabling End Users to receive content updated by the Customer (loyalty card, discount coupon, offer, transport card, invitation or any other service or marketing medium). In order to receive content, the End User must have downloaded (added) a Card and authorized updates to the content associated with it. Each Card includes the updating of the content associated with it. Such updating comprises a modification of the various contents of the Card and/or the sending of Push notifications.

"Customer" means the company signing the Order Form.

"Contact" means a natural person identified or identifiable from the information contained in the Customer Data processed via the Solution. A contact is considered identified or identifiable where personal data can be associated with that person (such as an email address, a telephone number, a surname/first name or an IP address). The Customer determines the categories of personal data associated with a Contact.

"Agreement" means the contractual whole made up of the Order Form and the General Terms and Conditions, in accordance with the hierarchy specified in Article 2 below.

"Activation Date" means the date on which the Solution is put into production and the Services start, as set out in the Order Form, which marks the start of the Subscription Term. If no Activation Date is stated in the Order Form, the Effective Date is deemed to mark the Activation Date.

"Effective Date" means the date of the last signature of the Order Form.

"Documentation" means all instructions for use of the Services communicated in writing to the Customer by BREVO.

"Onboarding Data" means all useful information and items necessary for the performance of the Onboarding, as requested by BREVO (e.g., API credentials, the Customer's graphic elements, specifications, flow diagram, etc.). The Parties shall agree on the Onboarding Data required during the Onboarding phase.

"Customer Data" means all data and information provided/entered by the Customer or by the Users, or generated during use of the Solution or more generally through use of the Services, and hosted by BREVO, including the Onboarding Data. Customer Data remains the property of the Customer in all circumstances.

"**Usage Data**" has the meaning given to it in the "DPA" Annex. Usage Data is the property of the Customer.

"Subscription Term" means the initial Subscription term and, where applicable, any renewed Subscription term of the Services identified in this Order Form.

"Marketing Elements" means the Customer's marketing elements, texts and graphic elements, including any distinctive sign of the Customer (trade name, trademark, logo) appearing on or distributed through the Card.

"**Fees**" means, collectively, the Subscription Fees and, where applicable, the One-Time Fees and the Overage Fees.

- "**Subscription Fees**" means the total amount of the fixed fees due for the Services subscribed to during the Subscription Term. The Subscription Fees comprise: (i) the License fees; and (ii) a minimum volume commitment of End Users. The Subscription Fees constitute a firm and non-cancellable payment obligation for the entire Subscription Term.
- "**Overage Fees**" (or "Overages") means the fees due for any use exceeding the Subscription. Overage Fees are billed on a "pay-as-you-go" basis in addition to the Subscription Fees, in accordance with the rates set out in the Order Form or in the applicable price grid.
- "**One-Time Fees**" means the fees relating to specific, non-recurring services ordered by the Customer, such as implementation, Onboarding or training services or professional services.

"Confidential Information" means any document or information of any kind, in particular commercial, financial, structural or technical, or otherwise, that one of the Parties communicates to the other Party in connection with the Agreement, and that is identified as confidential or that should normally, in view of the circumstances, be considered confidential.

"**Software**" means Brevo's infrastructure and platform, including hardware, software, networks, servers, protocols, data, Brevo's application programming interfaces (APIs) and, where applicable, the user interface, which is inseparable from the Solution and essential to its operation (available via the Site or a mobile application) and which enable the Customer to access and use the Services.

"Party(ies)" means BREVO and/or the Customer, as the context requires.

"Prerequisites" means the technical prerequisites with which the Customer must comply, as defined in the Documentation and/or, where applicable, the Order Form, in order to be able to benefit from the Services.

"Data Protection Regulation" means the regulations in force applicable to the processing of personal data carried out by Brevo on behalf of the Customer under the Agreement, namely: (i) the GDPR, (ii) French Law No. 78-17 of 6 January 1978 relating to information technology, files and freedoms, as amended, (iii) Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector, and the national laws implementing it.

"Services" means the services provided by BREVO to the Customer under the Agreement, including implementation assistance (**"Onboarding"**) comprising the configuration and commissioning services for the Solution in accordance with the Order Form, and a right to access and use the Solution (**"Run"**) enabling the Customer to (i) digitize a Card, (ii) update the content of the Card and send push notifications, (iii) allow the Card holder easy and quick access to the saved content, from a smartphone whose operating system is compatible with the Wallet format (the **"Application"**), such as an iPhone (Apple Wallet) or an Android device (Google Wallet) (the **"Technologies"**).

"**Onboarding**" means the configuration and development operations necessary to put the Solution into production.

"Solution" means the SaaS (*Software as a Service*) solution made available to the Customer, operating on the basis of the Software once the Onboarding has been carried out and put into production, and enabling access to and use of the Services in accordance with the Agreement.

"**Subscription**" means the Services ordered by the Customer, constituting a firm and irrevocable commitment to pay the Subscription Fees set out in the Order Form for the entire Subscription Term and irrespective of actual use of the Services.

"User" means any natural person under the Customer's authority who is granted access to the Solution under the Agreement.

"**End User**" means the third-party end users of the Technologies, namely any Contact who has added (or, according to the terminology used by the Technologies, "registered" or "accepted") one (1) Card and has authorized the updating of the associated content through the acceptance process provided for by the Technologies.

2. CONTRACTUAL DOCUMENTS

The Agreement is made up of the following contractual documents, presented in descending order of legal precedence: (a) the Order Form and (b) the General Terms and Conditions and their annexes.

Unless expressly agreed by the Parties, no document not listed above shall apply between the Parties and, in particular, any contractual terms that may be issued by the Customer, such as general terms and conditions of purchase, shall not apply in the relationship between the Parties.

BREVO reserves the right to amend these General Terms and Conditions at any time. Unless otherwise indicated by BREVO, the new version of the General Terms and Conditions will take effect for the Customer upon renewal of the Agreement. BREVO shall inform the Customer of any substantial amendment at least forty-five (45) days before the new General Terms and Conditions enter into force.

The Order Form may only be amended by a written amendment signed by the Parties.

3. GENERAL OBLIGATIONS OF BREVO

3.1. Duty to inform and advise. As part of BREVO's duty to inform and advise, the Customer acknowledges that BREVO's services have been presented to the Customer in detail, in particular during a demonstration and/or through a documented commercial presentation. Accordingly, the

Customer acknowledges and declares: (i) that it has received all the Prerequisites, information, advice and warnings necessary for the installation of the Solution and the functional and technical use of the Services; (ii) that it has had sufficient time to review all of the Documentation sent to it and has understood all of its provisions and the presentation of the Services made to it, such that it commits itself in full knowledge of the facts; (iii) that it has satisfied itself that the Services are suited to its needs; (iv) that it has taken the necessary time and has the required skills to assess the relevance of using the Services in accordance with its needs. The Customer acknowledges that the degree of pre-contractual information given by BREVO is limited to BREVO's knowledge of the Customer's projects and needs as the Customer has stated them to it, and to the limits of the Customer's IT infrastructure.

3.2. Best-efforts obligation (obligation de moyens). BREVO undertakes, under a best-efforts obligation, to exercise all the diligence and care necessary for the proper performance of the Agreement. BREVO undertakes to implement the means necessary for the provision of the Services under this Agreement.

4. ONBOARDING

4.1. Commitments of the Parties. BREVO undertakes to bring all its expertise and all the care required to the performance of the tasks incumbent on it. To that end, BREVO shall allocate the necessary means and resources. In the performance of the Onboarding, the Customer shall (i) provide BREVO with all its assistance in defining its needs, (ii) provide BREVO with the Onboarding Data and (iii) cooperate fully with BREVO in the performance of the Onboarding. It is understood that, while BREVO will use its best efforts to meet the deadlines allotted to it for the performance of the Onboarding, this obligation is conditional upon the Customer's compliance with its own obligations. The Customer thus undertakes to provide the Onboarding Data requested by BREVO within a reasonable time compatible with the Activation Date.

4.2. Onboarding acceptance. Unless otherwise provided in the Order Form and from the Activation Date, the Customer shall have ten (10) business days to verify that the Onboarding has been performed in accordance with the specifications defined with the Customer and to send BREVO in writing any reservations regarding the Onboarding. BREVO shall use its best efforts to remedy the non-conformity notified to it and to make a new delivery. In the absence of notification by the Customer of a substantial non-conformity in the manner specified above, the Onboarding shall be deemed definitively validated by the Customer. In the absence of notification of non-conformity following a period of ten (10) business days after delivery, the Onboarding shall be deemed tacitly and definitively validated by the Parties.

5. RUN

5.1. Right of access and use. Subject to full payment of all of the Subscription Fees, BREVO grants the Customer the non-exclusive and non-transferable right to allow Users to access and use the Solution in accordance with the Agreement and the Documentation, for the term of the Agreement and solely for the Customer's own needs. Any adaptation of the Solution that would require access to its source code may only be carried out by BREVO or by a third party authorized by it, and BREVO reserves the right to accept such a request.

5.2. Prohibited uses. The Customer undertakes not to make any use of the Solution that is liable to harm its proper operation, its security, BREVO or any other BREVO customer. Accordingly, any use of the Solution not expressly authorized herein is prohibited, unless BREVO has given its prior express written agreement. In particular, the Customer is prohibited from (i) any form of use of the Solution, in any manner whatsoever, for the purpose of designing, producing, distributing or marketing services similar to the services offered by BREVO; (ii) any rental, loan, shared use, transfer or assignment, or making available of the Solution, directly or indirectly, for consideration or free of charge; (iii) any modification or circumvention of a protection code such as, in particular, the credentials, or any disclosure of these items to any third party other than a User designated by the Customer and acting under its responsibility and in the performance of the Agreement, for consideration or free of charge.

5.3. Access to the Solution. The User accesses the Solution from any computer connected to the internet, using his or her email address and the password that he or she is invited to create upon first logging in to the Solution. The Customer undertakes to ensure that its information systems and computers meet the Prerequisites. The Customer and the Users shall keep these credentials secret, protect access to them from third parties and ensure their confidentiality, in particular by refraining from disclosing them in any form whatsoever, which the Customer guarantees (porte-fort). Accordingly, the Customer shall ensure that no unauthorized person has access to the Solution. More generally, the Customer assumes responsibility for the security of individual workstations and of access to the Solution.

BREVO reserves the right to suspend or restrict the access rights and the validity of the credentials of one or more Users if BREVO is informed of, or has tangible reasons to suspect, a breach by the Customer or a User of the obligation set out in this Article or of any other security obligation.

The Customer shall immediately inform BREVO of any unauthorized use of its credentials. BREVO cannot be held liable for any loss or damage resulting from the Customer's negligence in protecting its login credentials and/or the resulting Customer Data. Administration of access to the Solution within the Customer's company is carried out by an administrator designated by the Customer, who shall be responsible for allocating User access, with differentiated access and functionalities according to the categories of Users concerned.

5.4. Service Levels. Information concerning BREVO's commitments in terms of availability, hosting and service level is set out in Annex 1.

5.5. Evolution of the Services. BREVO reserves the possibility of evolving the Services, in particular for legal or technological reasons, in order to create new functionalities or improve existing ones, with a view to adapting the Solution to the evolution of the Technologies and/or Applications, or to take account of the needs of its customers. If an evolution is likely to deprive the Customer of one or more functions initially offered, BREVO undertakes to inform the Customer in writing at least ten (10) days before its implementation. The Parties shall discuss in good faith with a view to reaching a commercially reasonable solution. If no solution can be found, the Customer may terminate the Agreement as of right. The aforementioned periods do not apply if the evolution is required to ensure compliance of the Services with legal or regulatory provisions, or if that evolution is indispensable to ensure the continuity of the Services.

6. CALCULATION OF SUBSCRIPTION FEES

6.1. License Fees. License Fees are calculated on the basis of the total volume of End Users processed by the Solution. If the number of End Users exceeds the threshold specified in the Order Form under the "License" heading, the License Fees shall automatically be adjusted upwards according to the applicable price tier in Brevo's current price grid.

6.2. End Users. The Customer's Subscription includes a quantity of End Users between a minimum threshold and a maximum threshold, as defined in the Order Form. Each End User is counted as one (1) Wallet opt-in.

6.3. Overages. Any use of the Solution without prior order of a sufficient number of End Users is billed as Overages at the rate then in force. Overages are counted from the first Wallet opt-in in excess of the Customer's Subscription.

6.4. Regularization. Brevo shall count the End Users and regularize the overages at the end of each Contract Year, unless another frequency is provided for in the Order Form.

7. GENERAL OBLIGATIONS OF THE CUSTOMER

The Customer undertakes to: (a) use the Solution in accordance with the Agreement and only distribute campaigns that comply with the laws and regulations in force; (b) provide the Customer Data and the Marketing Elements necessary for the provision of the Services and ensure that these items are accurate, complete, up to date and lawful; (c) pay the Fees; (d) not use the Solution in conditions liable to harm the proper operation or security of the Solution; (e) ensure that all Users are trained in the use of the Solution; (f) comply with the Prerequisites and the Documentation; (g) cooperate actively with BREVO during the Onboarding phase; and (h) guarantee that Users comply with the Agreement, in particular the conditions of use of the Solution, confidentiality and compliance with the Documentation.

8. FINANCIAL TERMS

8.1. Price. The Customer undertakes to pay all of the Fees. All Fees are expressed in Euros, exclusive of VAT and other taxes payable by the

Customer pursuant to the regulations in force on the invoice issue date, which shall remain the Customer's sole responsibility.

8.2. Invoicing and payment. The Onboarding Fees will be invoiced to the Customer on the Effective Date. The Subscription Fees are invoiced at the frequency indicated in the Order Form from the month in which the Activation Date occurs, without proration. Invoices will be sent to the Customer as soon as possible following each month concerned and must be paid by bank transfer within thirty (30) days of the invoice issue date. Without prejudice to any damages, failure by the Customer to pay an undisputed invoice on its due date automatically entails the application of late-payment interest equal to three (3) times the legal interest rate, without prior formal notice (mise en demeure) and from the first day of delay, as well as payment of a fixed indemnity for recovery costs set at forty (40) euros. If the recovery costs exceed this amount, BREVO may claim additional compensation upon justification. If the invoice concerned is not paid within fifteen (15) days after formal notice sent by email (to the address given in the Customer account) has remained unsuccessful, BREVO reserves the right to suspend the Services and/or terminate the Agreement.

8.3. Invoice disputes. If the Customer wishes to dispute an invoice, it shall provide BREVO with the reasons, in a documented manner, within a maximum period of one (1) month from receipt of the invoice concerned. The undisputed part of the invoice must in all cases be paid on time.

8.4. Price revision. BREVO reserves the right to modify its pricing terms at the end of the current Subscription Term. BREVO shall inform the Customer thereof, in writing, at least forty-five (45) days before the new pricing terms take effect. These shall only be applied upon the automatic renewal at the end of the current Subscription Term, unless the Customer terminates the Agreement under the conditions set out in Article 9 below.

9. TERM AND TERMINATION

9.1. Term of the Agreement. The Agreement takes effect for an initial term beginning on the Effective Date until the end of a period of twelve (12) months after the Activation Date. The Agreement is automatically renewed for successive periods of twelve (12) months, unless either Party gives notice of termination of the Agreement at least thirty (30) days before the end of the current term.

9.2. Termination. Either Party may terminate the Agreement at any time in the event of a breach by the other Party of any of its obligations that has not been remedied within thirty (30) days following receipt of formal notice. The intention to terminate the Agreement shall be notified by registered mail with acknowledgment of receipt (courrier recommandé AR), without prejudice to the right of the non-defaulting Party to obtain compensation for any harm resulting from the breach.

9.3. Effects of the end of the Agreement. As of termination of the Agreement, for whatever reason, (i) all sums due to BREVO under the Agreement shall become immediately payable, except in the case of termination for breach by BREVO, and (ii) the Customer shall immediately cease all use of the Solution and the Services.

10. REVERSIBILITY

The Customer acknowledges and accepts that, in accordance with Article 30(2) of Regulation (EU) 2023/2854 of the European Parliament and of the Council of 13 December 2023 on harmonised rules on fair access to and use of data, BREVO's sole obligation is to provide the Customer with a standard export functionality available within the Solution, enabling the Customer to download the exportable data (namely the Customer Data and the Usage Data) in a readable and reusable format. BREVO provides an export functionality, usable at any time during the Subscription Term, as described here: https://help.captainwallet.com/hc/en-us/articles/32901999603602-Access-reporting-and-analytics-for-Wallet#h_01H9G7HMACY80018CDP9VKSW0H. This documentation provides the Customer with all the information reasonably necessary to support its exit strategy. Making available the functionality described in this Article 10 is not subject to any obligation other than payment of the License Fees. The Customer Data and the Usage Data will be deleted within forty (40) days following the effective termination of the Agreement.

11. LIABILITY

11.1. Customer's liability. The Customer assumes full responsibility for the content of the Cards, the campaigns and the backup of the Customer Data and the Usage Data.

11.2. BREVO's liability. BREVO shall not be held liable for any indirect damage (in particular loss of profits, loss of earnings, loss of business, loss, alteration or corruption of data, financial losses linked to time spent remedying any breach of the Agreement, loss of contracts or customers, commercial disturbance or any business interruption arising from or in connection with this Agreement), nor for any damage of any kind that may arise in the following circumstances: (i) where the information provided by the Customer proves inaccurate, outdated or incomplete or non-compliant with applicable legislation or regulations, in the event of suspension of the Services following a breach by the Customer, in particular failure to pay the Fees due; (ii) in the event of commercial failure of the campaign; (iii) in the event of interruption, slowness, maintenance, and/or temporary inaccessibility of the Solution; (iv) due to a third party; (v) in the event of force majeure, in accordance with Article 13.

The Customer expressly acknowledges having been warned that the use of the Solution relies on Technologies and Applications developed and offered by third-party software publishers, such as Apple and Google (the "Third-Party Publishers"), which determine, at their sole discretion, their evolutions and rules of use. Accordingly, the Customer expressly accepts that BREVO's liability may in no event be incurred if BREVO were unable to provide all or part of the Services exclusively for one or more of the following reasons: (i) removal of the Technologies and/or Applications, (ii) non-circumventable modification of the Technologies and/or Applications, (iii) major change in the terms of use of the Technologies and/or Applications, (iv) request made by a Third-Party Publisher to BREVO to cease using all or part of their Technologies and/or Applications, for whatever reason, except in the event of fault by BREVO. In the cases exhaustively listed above leading to an impossibility for the Customer to use the Solution under normal conditions, the Customer shall be entitled to terminate the Agreement immediately, without BREVO being entitled to claim compensation for any damage.

In any event, should BREVO's liability be engaged, it is agreed that BREVO's overall and total liability shall be limited to the Subscription Fees actually received by BREVO under the Agreement during the 12 months preceding the event giving rise to the damage. The Parties agree that this limitation of liability is a determining condition of BREVO's commitment, has been taken into account in determining the price and in no way upsets the balance of the Parties' respective obligations. Notwithstanding the foregoing, the limitation of liability clause does not apply in the event of gross negligence, fraud or intentional misconduct, or of any action based on another ground that cannot be limited or excluded under applicable law.

12. INSURANCE

Each Party declares and warrants that it is insured with a notoriously solvent insurance company for all liabilities that it may incur under the Agreement. BREVO declares in particular that it has taken out insurance covering cyber risks related to the performance of the Agreement. Each Party bears the insurance premiums and deductibles of the insurance it has taken out.

13. FORCE MAJEURE

The Parties may not be held liable if the non-performance or delay in performance of any of their obligations under the Agreement, with the exception of any obligation to pay, results from a case of force majeure within the meaning of Article 1218 of the French Civil Code and French case law. The Party invoking force majeure shall inform the other by any means, followed by written confirmation by registered letter with acknowledgment of receipt, as soon as possible. The Parties shall then meet to consider the consequences of the situation and endeavour to reach a solution acceptable to both Parties allowing the suspended obligations to be performed. Failing an acceptable solution and if the effects of the force majeure last more than three (3) months, the Agreement may be terminated without notice by either Party.

14. CONFIDENTIALITY

Each Party undertakes, during the term of the Agreement and for five (5) years from its expiry or termination, to:

- preserve the confidentiality of the other Party's Confidential Information of which it may have become aware in connection with the Agreement;

- disclose the other Party's Confidential Information only to those persons involved in the provision of the Services that are the subject of the Agreement, and only to the extent necessary for their involvement. Each Party may nevertheless, subject to compliance with this clause, disclose this Agreement and the related documents to its legal counsel, its financial or banking partners, its statutory auditors, the tax authorities in the event of an audit and, where applicable, its respective parent company;
- not use, directly or indirectly, the Confidential Information other than for the sole purpose of performing the Agreement, to the exclusion of any other purpose and in particular with a view to providing identical or similar services for the benefit of third parties, whether or not competitors of the other Party;
- take, with regard to third parties and employees involved in the performance of the Agreement, all appropriate measures to ensure compliance with this undertaking.

  Each Party guarantees that its employees, agents or duly authorized subcontractors will comply with the confidentiality undertaking set out above.

  The above confidentiality undertaking shall not, however, apply to information that has come to the knowledge of one of the Parties and:
- that is in the public domain or that comes into the public domain other than through its own act;
- of which it was already aware before the information was communicated, provided that it is able to produce written proof thereof;
- that is disclosed to it by a third party who is not bound by a confidentiality undertaking toward the other Party or a third party.

The Parties accept that the Agreement may be shared with the affiliated companies of the Brevo group, with insurance companies, lawyers or advisers, and with investors or prospective investors of BREVO.

15. COMMERCIAL REFERENCE

The Customer authorizes BREVO to use the Customer's distinctive signs (corporate name, trade name, logos and trademarks) as a commercial reference, on its website and in all its commercial and marketing materials and documents. The Customer agrees to be contacted to feature in a case study and/or to provide a testimonial on the use of the Services.

16. PROTECTION OF PERSONAL DATA

16.1. Commercial management. In the context of their contractual relationship, each Party processes for its own account, as a separate data controller, personal data relating to the other Party's employees for the purposes of managing the commercial relationship with the other Party. The Parties undertake to comply with the regulations in force applicable to the processing of personal data and, in particular, with the European Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016.

16.2. Processing on behalf of the Customer. To the extent that BREVO processes personal data as a processor on behalf of the Customer, the Parties shall comply with the provisions of Annex 2 "Data Processing Agreement" and acknowledge that these provisions shall prevail over any obligation or article relating to the protection of personal data included in this Agreement.

17. OWNERSHIP

17.1. Ownership of the Solution. No transfer of ownership rights is made to the Customer in respect of the Solution, the elements comprising it and/or any development that may be carried out under the Agreement. In particular, the Agreement confers no right on the Customer to the source code of the Solution. The Customer shall refrain from any act or conduct that could directly or indirectly infringe the intellectual property rights in the Solution. The Customer shall therefore in particular refrain from carrying out:

- any reproduction, representation, dissemination or distribution of all or part of the Solution and/or the related documentation, whether for consideration or free of charge;
- any form of use of the Solution, in any manner whatsoever, for the purpose of designing, producing, distributing or marketing similar, equivalent or substitute products or services, or similar, equivalent or substitute documentation;
- any adaptation, modification, transformation or arrangement of the Solution and/or the related documentation, for any reason whatsoever, including to correct errors;
- any decompilation of the Solution, except in cases expressly provided for by law;
- any modification or circumvention of protection codes such as, in particular, the Credentials and passwords;
- any attempt at unauthorized intrusion into the platform hosting the Solution.

17.2. Marketing Elements and Customer Data. The Customer is and remains the sole owner of, and is solely responsible for, the Marketing Elements and Customer Data. During the term of the Agreement, the Customer grants BREVO a free, non-transferable and non-exclusive license to use the Marketing Elements and authorizes BREVO to use the Customer Data, solely for the provision of the Services and for compliance with BREVO's contractual and legal obligations.

17.3. Improvement of the Services. The Customer agrees that BREVO may use the Usage Data for analysis purposes. This data will be in aggregated and anonymized form exclusively, in no way allowing the Customer or the End Users to be identified. BREVO holds the intellectual property rights in such analyses and their results.

18. WARRANTIES

18.1. Conformity warranties. BREVO warrants to the Customer that, for the term of the Agreement, the Solution will operate in substance in accordance with the terms of the Documentation. The warranty described in this Article shall not apply to operating problems caused by (i) factors beyond BREVO's control; (ii) any inappropriate action or inaction by the Customer, or by third parties under the Customer's control; (iii) the Marketing Elements or Customer Data; or (iv) the Customer's usage environment or equipment.

18.2. Warranty against eviction (garantie d'éviction). BREVO warrants that it holds the intellectual property rights in the Solution, in accordance with the provisions of the French Intellectual Property Code. In this respect, BREVO undertakes to defend the Customer at its own expense against any third-party claim based on the allegation that the Solution infringes its intellectual property rights, and to pay all damages that may ultimately be awarded against the Customer as a result, under an enforceable court decision. However, BREVO shall not indemnify the Customer in any way if the claims made by third parties are caused by misuse of the Solution by the Customer. Where applicable, BREVO undertakes, at its own expense and at its option: (a) to obtain through the courts for the Customer the right to continue using the Solution; or (b) to provide the Customer with access to non-infringing software with the same functionalities as the Solution; or (c) to modify the Solution so that it is no longer infringing. In order to benefit from this warranty, the Customer must: (i) notify BREVO in writing without delay of the existence of the claim; (ii) cooperate with BREVO in connection with said claim; (iii) entrust the defense of the claim to BREVO (it being understood that the Customer may be assisted by any external counsel of its choice, at its own expense).

18.3. Customer warranty. For its part, the Customer warrants (i) that it holds all the rights and authorizations (intellectual property, image rights, etc.) necessary for the use of the Marketing Elements and for the distribution of the Cards and campaigns in accordance with this Agreement and (ii) that any Customer Data that it makes available to BREVO in connection with the provision of the Services will not infringe third-party rights. In the event of a third-party claim arising therefrom, the Customer shall indemnify BREVO under the same conditions as those provided for above.

19. NON-SOLICITATION OF PERSONNEL

The Parties expressly refrain from soliciting for the purpose of hiring, or hiring, directly or indirectly, any member of staff of the other Party who has directly participated in the project that is the subject of the Agreement, whether an employee or not, even if the initial approach is made by the staff member. This prohibition applies throughout the term of the Agreement and for twelve (12) months following its termination, for whatever reason.
In the event of breach of this prohibition, the defaulting Party shall immediately pay the other Party, by way of a penalty clause (clause pénale),

a lump-sum indemnity equal to six (6) months of the last gross monthly salary of the person solicited or hired, plus all costs of recruiting a replacement.

20. ASSIGNMENT OF THE AGREEMENT – INTUITU PERSONAE

As the Agreement is entered into *intuitu personae*, neither Party may assign or transfer, in any manner whatsoever, the rights and obligations arising hereunder without the express, prior and written agreement of the other Party. By way of exception to the foregoing, BREVO reserves the right to assign or transfer all or part of the rights and obligations of the Agreement to any entity with which it merges or consolidates, or that acquires substantially all of its assets, or in the context of any other transaction resulting, by operation of law and under French law, in a universal transfer of assets and liabilities, with discharging effect with regard to the assignor in accordance with Article 1216-1 of the French Civil Code, which the Customer expressly accepts by this clause. Consequently, the Customer may not object to any assignment or transfer of all or part of the rights and obligations of the Agreement in this context and undertakes to sign any related document. In no event shall the assigning Party remain jointly and severally liable with the assignee for the rights and obligations of the Agreement assigned or transferred, and in particular for payment of sums due from the date of such notification.

21. INDEPENDENCE OF THE PARTIES

The Parties carry out their activities in complete independence and with no relationship of subordination between them. BREVO's personnel shall remain under its full and exclusive responsibility, BREVO being solely entitled to give them directives and instructions.

22. GOVERNING LAW AND DISPUTES

22.1. **Governing law.** The Agreement is governed by French law.

22.2. **Amicable resolution.** With a view to finding an amicable solution together to any dispute that may arise in the performance of the Agreement, the Parties agree to meet within fifteen (15) days from the sending of a registered letter with acknowledgment of receipt notified by either Party.

22.3. **Jurisdiction.** If, at the end of a period of thirty (30) business days following receipt of the registered letter with acknowledgment of receipt, the Parties have not reached agreement on a compromise or solution, any dispute concerning the validity, interpretation, performance and/or termination for any reason whatsoever of the Agreement shall then be subject to the exclusive jurisdiction of the courts within the jurisdiction of the Paris Court of Appeal.

23. MISCELLANEOUS PROVISIONS

23.1. **Severability.** If a clause of the Agreement is declared null, it shall be deemed unwritten, without causing the nullity of the contractual whole by which the Parties shall remain bound to each other. The Parties undertake to negotiate in good faith the provisions necessary to replace any clauses that may have been cancelled or invalidated for any reason whatsoever.

23.2. **No waiver.** The fact that a Party does not claim the application of any provision of the Agreement or tolerates its non-performance shall in no event be interpreted as a waiver by that Party of its right to exercise its rights and shall not confer any right whatsoever on the Party that benefits from such tolerance.

23.3. **Notifications.** For the purposes of the Agreement, the Parties elect domicile at their respective addresses set out in the order form. Without prejudice to the specific notification conditions provided for in this Agreement, notices or formal notices and, more generally, any correspondence that may be sent by one of the Parties to its counterparty in connection with the Agreement and any amendments thereto shall be sent to that address. Any formal notice and, more generally, any correspondence of particular importance shall be sent by registered mail with acknowledgment of receipt. Any change to a Party's address or contact details shall be brought to the attention of the other Party within a maximum period of fifteen (15) days. Failing this, notices, correspondence or faxes sent in good faith to the last known address or number shall be deemed valid and shall have the effects provided for in the Agreement or by applicable legal provisions.

23.4. **Language.** The Agreement is drafted in the French language. In the case of documents drafted in another language and in the event of a conflict between the Parties, only the French version shall be considered legally valid.

23.5. **Electronic signature.** The Parties expressly accept electronic signature of this Agreement, in accordance with Articles 1366 and 1367 of the French Civil Code. The Parties agree that the electronic signature of the Agreement is equivalent to a handwritten signature and expresses their agreement to comply with the terms and conditions of the Agreement.

ANNEX 1 – CUSTOMER SUPPORT AND SERVICE LEVEL AGREEMENT ("SLA")

This Annex forms an integral part of the Agreement and describes the levels of service and support that Brevo provides to the Customer in connection with the provision of the Services, with the exception of the Professional Services, and as of the Activation Date.

1. DEFINITIONS

Capitalized terms that are not defined in this Annex have the meaning given to them in the General Terms and Conditions.

"Anomaly(ies)" means any reproducible malfunction affecting the Services, independent of misuse and resulting from a non-conformity caused by Brevo. It is expressly specified that malfunctions resulting from products and/or software not directly supplied by Brevo or from hardware, services or networks supplied by third parties or by the Customer may in no case be qualified as Anomalies.

"Blocking Anomaly" means an Anomaly that completely interrupts the operation of a major functionality of the Services.

"Major Anomaly" means an Anomaly that very seriously impairs the operation of a major functionality of the Services.

"Minor Anomaly" means any Anomaly that constitutes neither a Blocking Anomaly nor a Major Anomaly.

"Guaranteed Response Time" (GRT): maximum time taken by Brevo to take charge of the correction of an Anomaly (by workaround or definitive correction), from its notification by the Customer.

"Guaranteed Fault Repair Time" (GFRT): time required for Brevo to correct an Anomaly (by a workaround or a definitive correction) from its notification by the Customer. Any Anomaly corrected by a workaround must be the subject of a definitive correction within a short period of time.

"Calculation Period" means the contractual month that precedes or overlaps with the Measurement Period.

"Measurement Period" means one (1) calendar month during which an Anomaly is reported.

"Measured Value" means the service level objectives that Brevo undertakes to achieve for the term of the Agreement.

2. AVAILABILITY OF THE SERVICES

The following table applies within the limit of the Services ordered by the Customer. Brevo guarantees the Customer monthly availability of the Services under the following conditions:

Features	Measured Value	Commitment*	Service Credits**
Web UI or Web Interface	Availability	99.5%	5%
API (all endpoints)	Availability	99.8%	5%

*The calculation of the Measured Values corresponds to an average over the Measurement Period.

** If Brevo fails to meet the above Measured Value(s), the Customer will be entitled to the associated service credits, in accordance with Section 4 of this Annex.

Brevo may carry out maintenance operations on the Services.

- Maintenance operations are in principle carried out without interrupting the Services.
- Exceptionally, in the event of a maintenance operation likely to cause an interruption in the availability of the Services, it will be scheduled and the Customer will be alerted with reasonable notice by email indicating the date, time and period of the intervention. In this case, Brevo undertakes to do its utmost to ensure that such operations cause as little interruption of the Services as possible.
- Brevo may also carry out, without notifying the Customer, emergency maintenance operations, namely exceptional and unplanned activities carried out by Brevo to resolve critical problems, such as security vulnerabilities, hardware failures or software bugs that could have a significant impact on the performance, availability or security of the Services.

The following are not taken into account in calculating the availability of the Services:

- unavailability due to Internet network access on the User's side;
- planned maintenance operations that have been communicated to the Customer;
- interruptions at the Customer's request or necessary to maintain the security of the Platform;
- incidents due to cases of Force Majeure.
- use by the Customer in excess of the API load thresholds ("*rate limiting*").

3. ANOMALY MANAGEMENT

Support

Brevo provides the Customer with technical assistance (the "**Support**") accessible during Business Hours and Days. "**Business Hours and Days**" include only Monday to Friday, from 9:00 am to 5:30 pm, excluding public holidays, under the following conditions: directly via the customer account or by email to: support@Brevo.com in the local time zone where the ticket is being processed (CET, EDT, PDT).

Any contact with the Support initiated by any other means will not be taken into account by Brevo.

Anomaly Notification

Any notification of an Anomaly must be sent in French or English. The Customer may only issue one ticket per Anomaly and must provide Brevo with all necessary information, including at least (the "**Necessary Information**"):

- the indication of the Parent Account(s) and/or Sub-Account(s) affected by the Anomaly;
- a screenshot illustrating the Anomaly or a copy of the error message;
- the name and Support ID of the Sub-Account concerned;
- the date and time of occurrence of the Anomaly;
- the one-off or recurring nature of the Anomaly;
- the functional area concerned, with a description of the functionality affected and, as far as possible, the sequence of actions carried out on the platform/the Services that made it possible to reproduce the Anomaly, together with a screenshot of the error message;
- if the Anomaly concerns email or SMS campaigns: the campaign ID.

Before any notification of a failure or unavailability, the Customer undertakes to verify that it is not related to its software or equipment.

Brevo undertakes to correct any Anomaly notified to the Support in accordance with the Agreement within the following time limits, expressed in Business Hours and Days. These intervention times are counted from receipt by Brevo of a request for intervention notified by the Customer in the above-mentioned form, and the resolution time is only calculated from the moment Brevo has received the information necessary to deal with the Anomaly:

i. Guaranteed Response Time (GRT)

Anomaly Type	Measured Value: GRT	Service Credits
Blocking Anomaly	2 hours	5%
Major Anomaly	4 hours	3%
Minor Anomaly	8 hours	3%

ii. Guaranteed Fault Repair Time (GFRT)

Anomaly Type	Measured Value: GFRT (starting a palliative solution)	Service Credits
Blocking Anomaly	6 hours	5%
Major Anomaly	1 day	5%
Minor Anomaly	2 days	3%

Anomaly Type	Measured Value: GFRT (starting a long-term solution)	Service Credits
Blocking Anomaly	1 day	3%
Major Anomaly	2 days	3%
Minor Anomaly	10 days	3%

Brevo shall be released from any maintenance obligation where an Anomaly results from:

- use of the Services in an environment that does not comply with Brevo's recommendations;
- negligence, misuse or use of the Services not in accordance with the provisions of the Agreement;
- problems or difficulties connecting to the Internet and Intranet networks that are not attributable to Brevo;
- problems relating to the Customer's IT hardware;
- an event of force majeure.

4. GENERAL PRINCIPLES APPLICABLE TO SERVICE CREDITS

The percentage of service credits to which the Customer may be entitled is calculated on the basis (hereinafter the "**Base**") of the Subscription Fees, calculated on a pro rata basis and corresponding to the Calculation Period, for each Platform and/or Channel that has been affected by the Anomaly.

Where Brevo fails to meet several Measured Values during the Measurement Period, the Customer may, where applicable, benefit from several items of service credits. In this case, the total amount of service credits is capped at thirty percent (30%) of the Base. The Customer may not claim any service credit in the event of late payment of the Subscription Fees, until payment has been fully regularized. In any event, the amount of the service credits is in full discharge of liabilities.

Service credit claims must be made in good faith and require a request to be sent within thirty (30) calendar days following the end of the Measurement Period.

Service credits are credit notes granted to the Customer, to be applied to its Brevo account. The Customer may choose to deduct them: (i) from the purchase of new options (Upsell) or from Overage Fees (Overage), or (ii) from the Subscription Fees remaining to be paid. Service credits are credited to the Customer's account from the contractual month following the Calculation Period. They may be used during the current Subscription Term, as well as during the Subscription Term immediately following the next renewal date.

For the last three (3) months of a Subscription Term that is not renewed, the corresponding amount will be paid to the Customer.

ANNEX 2 – PERSONAL DATA PROTECTION AGREEMENT ("DPA")

This Personal Data Protection Agreement (the "**DPA**") is annexed to the General Terms and Conditions and its purpose is to define the respective roles and obligations of each of the Parties in connection with the processing of personal data by Brevo, either (i) as a data processor, on behalf of the Customer, the data controller, or (ii) as a sub-processor on behalf of the Customer, the data processor. In the second case (ii), it is agreed that the instructions contained in this DPA are indirectly transmitted to Brevo through the Customer.

1. DEFINITIONS

Capitalized terms that are not defined in this DPA have the meaning given to them in the General Terms and Conditions.

Where terms defined in the GDPR appear in this DPA, they shall be understood as in the GDPR.

This DPA must be read and interpreted in light of the provisions of the GDPR. It must not be interpreted in a manner contrary to the rights and obligations provided for by the GDPR or in a manner that infringes the fundamental rights or freedoms of the data subjects.

In the event of any contradiction between this DPA and the provisions of the General Terms and Conditions, this DPA shall prevail.

2. DESCRIPTION OF THE PROCESSING OPERATIONS AND ROLE OF THE PARTIES

The details of the processing operations, in particular the categories of personal data and the purposes of the processing for which personal data is processed on behalf of the Customer, are specified in Article 13 of this DPA.

All the Services require *at least* the processing of the following data relating to the User: identification and contact data (name, address, title, contact details, username); information relating to the organization (geographical location, website), sending information (email address, IP address, date and time) and log of use of the Service. The Services include all the features detailed in the Order Form and the Documentation, as well as all the developments that Brevo continuously applies to its standard Software, necessary for the provision of the Services to the Customer.

By default, the duration of the processing corresponds to the term of this Agreement. The Customer is solely responsible for managing the retention periods of the Customer Data in connection with the provision of the Services. It is the Customer's responsibility to delete the Customer Data in accordance with the retention periods it has determined. Brevo's sole responsibility is to delete or anonymize such data at the end of its contractual relationship with the Customer.

3. GENERAL OBLIGATIONS OF THE PARTIES

Brevo's Obligations

As a data processor, Brevo undertakes to:

i. comply with the Data Protection Regulation;
ii. process the Customer's personal data only for the sole purposes that are the subject of the processing;
iii. process the Customer's personal data in accordance with the Customer's lawful and documented instructions. If Brevo considers that an instruction constitutes a breach of the Data Protection Regulation, Brevo shall immediately inform the Customer. In addition, if Brevo is required to transfer data to a third country or to an international organization under Union law or the law of the Member State to which it is subject, it must inform the Customer of that legal requirement before the processing, unless the law concerned prohibits such information on important grounds of public interest;
iv. ensure the confidentiality of the Customer's personal data; and
v. ensure that the persons authorized to process the Customer's personal data are committed to respecting confidentiality and receive the necessary training on the protection of personal data.

Customer's Obligations

The Customer is solely responsible for complying with the obligations incumbent on the data controller under data protection laws. Whether acting as data controller or as data processor, the Customer is responsible for the performance of its obligations under this DPA and undertakes to:

i. comply with the Data Protection Regulation and any law applicable to the Customer in connection with its use of the Services;
ii. provide Brevo with the Customer's personal data necessary for the processing;
iii. document in writing any instruction regarding the processing of data by Brevo;
iv. ensure, beforehand and throughout the processing, compliance with the obligations of the data controller under the GDPR; and
v. not include in the Customer Data any so-called "sensitive" personal data (special category of personal data) within the meaning of Articles 9 and 10 of the GDPR.

4. INFORMATION AND RIGHTS OF DATA SUBJECTS

It is the Customer's responsibility to provide information to the data subjects concerned by the processing operations at the time of collection of their personal data, and to obtain all consents (where required) necessary under the Data Protection Regulation for Brevo to process the Customer Data and provide the Services in accordance with the Agreement.

Brevo undertakes to assist the Customer, by means of appropriate technical and organizational measures, in fulfilling its obligation to respond to requests made by data subjects to exercise their rights under the Data Protection Regulation.

In the event that such a request relating to the Customer is made directly to Brevo, Brevo shall invite the data subject to contact the data controller. Any operation carried out by Brevo in the context of a request to exercise a right may, where applicable, give rise to additional invoicing, taking into account in particular the technical investigations carried out at the Customer's request.

Notwithstanding the foregoing, Brevo may directly process a data subject's request if (i) the request is an automatic unsubscription from electronic communications or if (ii) the request reports an unsolicited communication, a prohibited use of the Services or a potential breach of this Agreement by the Customer or by any of Brevo's customers. In cases (i) and/or (ii), Brevo will carry out the data subject's request without the Customer's prior approval. In case (ii), Brevo may suspend the possibility of sending any electronic communication to the domain of a data subject.

5. SECURITY

Brevo specifically undertakes to implement appropriate technical and organizational security measures to ensure a level of security appropriate to the risk, in accordance with the Data Protection Regulation.

The security measures implemented by Brevo under this DPA are detailed in Brevo's Technical and Organizational Measures set out in Article 14 of this DPA. The Customer acknowledges that Brevo may update its organizational and technical security measures, in particular in order to comply with any new requirements arising from the Data Protection Regulation, throughout the term of the Agreement, provided that it does not degrade them.

Brevo shall notify the Customer of any personal data breach within the meaning of the GDPR within a maximum of seventy-two (72) hours after becoming aware of it. This notification shall be accompanied by any useful information to enable the Customer, if necessary, to notify the breach to

the competent supervisory authority. In the event of a personal data breach, Brevo undertakes to carry out all useful investigations into breaches of the protection rules in order to remedy them as soon as possible and to reduce the impact of such breaches on the data subjects, at no additional cost to the Customer. Brevo undertakes to inform the Customer of its investigations on a regular basis. Brevo undertakes to cooperate actively with the Customer so that it is able to meet its regulatory and contractual obligations, at no additional cost to the Customer. It is the sole responsibility of the Customer, as data controller, to notify the competent supervisory authority and, where applicable, the data subject of the personal data breach.

This Article is without prejudice to the Customer's own obligations regarding the security of personal data.

6. SUB-PROCESSING

The Customer grants Brevo a general authorization to sub-process, in order to carry out specific processing activities under the Agreement. On the Effective Date, the sub-processors are detailed in the list accessible in Article 12 of this DPA.
Provided that the Customer has subscribed to receive notifications via the dedicated form, Brevo will inform the Customer of any change concerning the addition or replacement of other sub-processors at least ten (10) Business Days before the change, in order to give the Customer the opportunity to object on legitimate grounds relating to the protection of personal data. If the Customer raises a legitimate objection to the addition of a sub-processor and Brevo cannot reasonably find an alternative, it will notify the Customer. The Customer is entitled to terminate the Services concerned, failing which the Parties will cooperate to find a satisfactory solution. If the Customer does not object within said period, the sub-processor concerned may be instructed to process the Customer's personal data.

Any sub-processor is required to comply with the obligations of the Agreement on behalf of and in accordance with the instructions of the Customer. It is Brevo's responsibility to ensure that the sub-processor provides the same sufficient guarantees as to the implementation of appropriate technical and organizational measures, so that the processing meets the requirements of the Data Protection Regulation. If the sub-processor fails to fulfil its obligations regarding the protection of personal data, Brevo remains fully liable to the Customer for the performance by the sub-processor of its obligations, in accordance with the conditions and limits of liability set out in the General Terms and Conditions.

7. TRANSFERS

The Customer is informed that Brevo may process, and does process, the Customer Data outside the European Economic Area, through Brevo, its Affiliates or its sub-processors, for the purposes of the strict performance of the Services by Brevo in its capacity as data processor.

Brevo undertakes to provide an adequate level of protection for the Customer Data processed, in accordance with the requirements of the Data Protection Regulation, including the Standard Contractual Clauses ("SCCs") and additional measures.

Where a transfer is made from the European Economic Area to a country that does not benefit from a European Commission adequacy decision, Brevo and the sub-processor(s) will implement all appropriate safeguard mechanisms in accordance with Article 44 of the GDPR.

8. DELETION OF PERSONAL DATA

Brevo undertakes to destroy the Customer's personal data within an incompressible period of forty (40) days after the end date of the Agreement. It is the responsibility of the Customer concerned to make every effort to back up and/or transfer its data to another medium of its choice within that period, in accordance with the terms specified in the Agreement. Brevo undertakes to provide the Customer, upon first request, with a certificate of deletion of the Customer's personal data.

Where EU law or the law of a Member State requires the retention of the Customer's personal data, Brevo will inform the Customer of that obligation.

9. ASSISTANCE

Brevo undertakes to assist the Customer in ensuring compliance with the obligations set out in Articles 32 to 36 of the GDPR. It is specified that, in the context of this assistance, certain measures requested by the Customer may be subject to additional invoicing proportional to the time spent by Brevo's teams in handling the Customer's request.

10. AUDIT

Brevo undertakes to make available to the Customer all the information necessary to demonstrate compliance with the obligations set out in the Data Protection Regulation.

Brevo undertakes to regularly test and evaluate the security measures in place under the ISO 27001:2022 certification. The results of such tests and evaluations will be evidenced in a certificate published annually. Upon written request from the Customer, Brevo shall provide the Customer, or the auditor appointed by the Customer, with a copy of the latest certificate. Brevo shall also provide the Customer with any additional information it may require regarding the security measures in place, in order to help it understand the scope of those measures.

The Customer may order audits to be carried out on a documentary basis in order to ensure the proper level of compliance of the processing carried out by Brevo in its capacity as data processor, by sending Brevo a registered letter with acknowledgment of receipt, up to a limit of one (1) audit per year, with the exception of the period between 1st May and 31 August of each year (the "**Non-Auditability Period**"). Brevo will have a period of three (3) months to send the Customer the requested documents. Confidential items entrusted to Brevo by other customers are not covered by the documentary audit.

The Customer may have an audit carried out, at most once (1) a year, of compliance with the Data Protection Regulation of the processing operations implemented by Brevo as a data processor for the purposes of performing the Services, under the conditions defined below:

The audit must be preceded by a documentary audit under the conditions of Article 10.3 that has revealed substantial points of non-conformity on the part of Brevo;
a. The Customer shall notify Brevo of its intention to have an audit carried out with a minimum notice of thirty (30) calendar days, by submitting a detailed audit plan describing the proposed scope, duration and start date of the audit. Brevo will review the audit plan and inform the Customer of any concerns or questions (for example, any request for information that may contravene Brevo's security and confidentiality policies). Brevo may object on the grounds of exceptional and duly justified circumstances (for example, other audits are being carried out at the same time), the audit not being postponable by more than one (1) month;
b. The audit must be carried out outside the Non-Auditability Period;
c. The audit will be carried out by an external auditor selected jointly by the Parties for its expertise, independence and impartiality and who is, in any event, not a competitor of Brevo;
d. The auditor must sign a confidentiality undertaking;
e. The auditor undertakes to conduct the audit during Business Hours and without disrupting the running of Brevo's business;
f. The verifications may not relate to information or information systems over which Brevo does not have physical and/or logical control.
g. An identical copy of the audit report will be provided to the Parties, who may submit comments;
h. The costs of the audit will be borne exclusively by the Customer;
i. Upon receipt of the report, Brevo will implement, within a reasonable period, the appropriate corrective measures to ensure compliance with the Data Protection Regulation.

The Report and the information of Brevo collected during the audit or inspection operations shall be considered Confidential Information and may only be used for the purposes of the audit and the necessary corrective actions, to the exclusion of any other use by the Customer.

11. DATA PROTECTION OFFICER

Brevo has appointed a data protection officer who can be contacted by email at dpo@brevo.com (where applicable, with a copy to the CSM dedicated to the Customer's account) and/or by post at the following address: Brevo, DPO, 9-17, rue Salneuve, 75017 Paris.

12. LIST OF SUB-PROCESSORS

Sub-Processor	Sub-Processed Activity	Registered Office	Server Location	Safeguards for the Transfer of Personal Data
Brevo's infrastructure Sub-Processors				
OVH	Hosting	France	France	N/A
Zendesk	Ticketing/support tool	USA	EU	Standard Contractual Clauses and additional measures
Brevo Group Companies				
Brevo GmbH Brevo group company	Customer support & Maintenance	Germany	Germany, France and Belgium	N/A
Brevo CRM Solutions Private Limited Brevo group company	Customer support & Maintenance	India	France and Belgium	Standard Contractual Clauses and additional measures
Brevo Inc. Brevo group company	Customer support & Maintenance	USA	France and Belgium	EU/US Data Privacy Framework Standard Contractual Clauses and additional measures

13. DESCRIPTION OF THE PROCESSING

The table below describes the processing operations carried out by Brevo on behalf of the Customer in the context of the provision of the Services. It is intended to supplement Article 2 of the DPA.

PURPOSE	Provision of the Wallet Solution
NATURE OF PROCESSING	Collection, hosting, analysis, display, aggregation, anonymization, deletion
DURATION OF PROCESSING	Term of the Agreement
PROCESSED DATA	• Identification data

	• Data attached to the data subject's Card (e.g., card number, status, accumulated benefits, etc.)
	• Onboarding Data
	• Usage Data, namely the data generated by the use and implementation of the Services, collected automatically by the Solution:
	  ○ Card status and Card identification number
	  ○ Date of the Card status event
	  ○ Date of anonymization of the cardholder's data (subject to an instruction from the Customer)
	  ○ Card generated by Apple or by Google
	  ○ Card creation date
	  ○ Card update date
	  ○ Mobile or desktop Card
	  ○ Tag and free field in the Wallet link

DATA SUBJECTS	End Users, namely Card holders, who are recipients of the Customer's campaigns

14. TECHNICAL AND ORGANIZATIONAL MEASURES

These measures apply to the processing of Customer Data by Brevo, including personal data within the framework of the Data Processing Agreement (DPA).

	Confidentiality	**Implementation of the measure**
1.	Access control Unauthorized persons must be denied access to the data processing systems with which personal data is processed.	• Access to office premises only by or accompanied by authorized persons, • Access control system for office premises using a key (door security, entry only with a key, documented key allocation), • Storage of confidential documents exclusively under lock and key in solid lockable cabinets.
2.	Access control Preventing data processing systems from being used by unauthorized persons.	• Use of state-of-the-art encryption methods, • Password procedures and password protection through the mandatory use of a web-based password manager, password policy (complexity, length, history, reuse), including password changes every 180 days • Two-factor authentication (multi-factor authentication) for all systems that process personal data • Personal and individual user log-in when logging into the system or corporate network, • Requirement to lock work devices; use of MDM software for remote locking, • Creation of a user master record for each user, • Access to servers via a bastion host, Authorization policy for digital access options

3.	Access control Ensuring that persons authorized to use a data processing system can only access the personal data covered by their access authorization, and that this data cannot be read, copied, altered or deleted without authorization during processing.	• Design of the authorization concept based on actual needs (least privilege principle) • Regular (at least annual) review and recertification of access rights • Implementation of a user lifecycle management process (joiners/movers/leavers) • Exclusively named (non-shared) user accounts, including for administrators • Logging (security/users), • Regular analysis of log files, • Automated 24/7 monitoring of logs.
	Integrity and encryption	**Implementation of the measure**
4.	Control of data flows Ensuring that personal data cannot be read, copied, altered or deleted without authorization during electronic transmission or during their transport or storage on data carriers, and that it is possible to verify and determine to which entities personal data are intended to be transmitted by data transmission equipment.	• Password protection for individual documents with separate transmission of the password, • VPN tunnels, • Firewall, as well as monitoring and restricting incoming and outgoing network traffic to legitimate connections, • Antivirus protection, • Creation of a record of processing activities in accordance with Article 30(2) of the GDPR, • Proof of dispatch • Inventory of data carriers, • As well as, in the event of subsequent verification: logging of personal data flows to third parties.
5.	Input control Ensuring that it is possible to verify and establish retrospectively whether, and by whom, personal data have been entered into data processing systems, modified or deleted.	• Traceability or documentation of data management is ensured by logging systems. • Logging systems and formalized monitoring processes for the detection of security incidents
	Availability and resilience	**Implementation of the measure**
6.	Control of incoming downloads Ensuring that personal data are protected against accidental destruction or loss.	• Daily backup procedure, • Mirroring of hard drives at the sub-processor (RAID procedure), • Uninterruptible power supply at the sub-processor (UPS), • Firewall and antivirus protection at the level of the processor and the sub-processor, • Contingency plan, • Fire alarm system. • Documented Business Continuity Plan (BCP) in accordance with the requirements of the ISO 27001:2022 standard • Documented Disaster Recovery Plan (DRP) in accordance with the requirements of the ISO 27001:2022 standard • Regular (at least annual) restoration tests, in accordance with the requirements of the ISO 27001:2022 standard
	Confidentiality	**Implementation of the measure**
7.	Separation control Personal data collected for different purposes must be processed separately.	• Software multi-tenancy and ensuring the logical segmentation of customer data, • Functional and physical separation between staging and production environments • Development and test systems operate exclusively with test data.

8.	Order control Ensuring that personal data processed on behalf of the data controller can only be processed in accordance with the data controller's instructions.	• Demarcation of the respective roles of the data controller and the processor, • Clear definition of instructions, • Regulation of the use of sub-processing • Obligation of employees to maintain data confidentiality, • Appointment of a data protection officer, training of employees with regard to compliance with data protection legislation and data security, • Monitoring of sub-processors in accordance with the requirements of the ISO 27001:2022 standard • Implementation of a documented security and risk management process for service providers and sub-processors • Verification that contingency and recovery plans are in place, including for critical service providers
9.	Security of processing (across the board)	• Conducting and documenting regular risk analyses for the processing of personal data (based on the EBIOS RM framework as well as ISO 27005) Compliance with the ISO 27001:2022 standard
10.	Operational security and vulnerability management	• Implementation of a patch and vulnerability management process • Prompt installation of security updates in accordance with risk assessment (critical vulnerabilities within 24 hours) • Implementation of measures in the absence of patches, in accordance with manufacturer or CERT recommendations • Deployment and maintenance of anti-malware and antivirus solutions
11.	Security incidents (incident response)	• Implementation of a documented incident management process • Classification, reporting, tracking and resolution of security incidents • Definition of escalation processes and responsibilities • Establishment of an incident management team with clearly defined roles and responsibilities • Establishment of a crisis management process Use of monitoring mechanisms for the early detection of security incidents
12.	Application security	• Conducting code reviews and automated security scans (for example, in accordance with OWASP recommendations): SAST and DAST • Internal quality assurance team • Regular (at least annual) penetration testing • Provision of up-to-date test reports on request
13.	Data erasure and portability	• Secure deletion of data in accordance with recognized standards (for example, NIST 800-88 or equivalent) • Provision of exported data in a structured, commonly used and machine-readable format