

## MASTER SERVICE AGREEMENT

OPSIMA provides cloud financial optimization services designed to maximize cost efficiency and deliver measurable savings for your organization.

Key Commercial Terms overview:

- **Services:** OPSIMA will manage all or part of your AWS commitments, leveraging automated mechanisms to align commitments level with actual usage. This approach optimizes savings while increasing your infrastructure's flexibility over time.
- **Financial Performance Guarantee:** OPSIMA guarantees that the Customer will achieve savings on its cloud budget.
- **Pricing & Payment:** Opsima retains 20% of the savings actually generated by its services while you keep 80%. Transparent billing with monthly payments processed through your AWS recurring invoice.
- **Duration & Termination:** Engagement period is open-ended with a 30-day termination notice. Existing commitments continue to benefit the Customer after termination.

This Opsima Master Service Agreement contains:

- A) The **KEY COMMERCIAL TERMS** (2 pages) which sets out the specific services, pricing, performance guarantees, and duration of engagement for the Customer.
- B) The **GENERAL TERMS & CONDITIONS** (8 pages) which provide, among other things, the parties general obligations, data processing, confidentiality, intellectual property.

## KEY COMMERCIAL TERMS

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### 1. OPSIMA SERVICES

OPSIMA publishes and operates the software solution accessible to its users in a « Software as a Service » (SaaS) accessible at the following address: [www.opsima.ai](http://www.opsima.ai) (the « **Solution** »), the purpose of which is to help companies optimise their cloud-related costs.

OPSIMA accesses those reductions by, among other levers, automating commitments management (the « **Contracts** ») provided by Cloud Providers (the « **Cloud Provider** »).

In order to help the Customer optimize and reduce its cloud-related spend, OPSIMA will take actions on behalf of the Customer on its Cloud Provider Accounts (the « **Customer's Cloud Provider Account** ») aimed at optimizing the Customer's use of the Cloud Provider services.

These actions (the « **Services** ») include, but are not limited to :

- reservation and sell of commitment instruments such as saving plans, convertible reserved instances, standards reserved instances and/or any other long term commitment instruments with any cloud provider (the « **Commitments** »);
- such other actions to optimize Customer's use of their Cloud Provider services..

### 2. PRICE AND PAYMENT

**Payment Account.** The Customer shall be invoiced for Opsima Services *through AWS Marketplace billing*. The Customer shall ensure that its AWS billing configuration is active, valid, and duly authorized.

The billing cycle and payment terms shall remain cycle and terms agreed upon between the Customer and the Cloud Providers for purchase via AWS marketplace.

**Price.** The price for the Services is 20% (twenty percent) of the monthly savings realised on behalf of the Customer unless otherwise agreed with the Customer.

**Taxes.** Customer is responsible, as required under applicable law, for paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under the Customer's agreement with the Cloud Provider.

### 3. PERFORMANCE GUARANTEE

**Guarantee Scope.** OPSIMA warrants that, subject to the terms set forth herein, the Customer will achieve and maintain savings on its cloud budget as a result of using OPSIMA's Services compared to not using them (the « **Guarantee** »).

**Savings.** For the purposes of this article, savings are achieved when, over a rolling twelve (12) month basis (the “**Guarantee Period**”):

- the actual cloud cost incurred by the Customer for the resources covered within the scope of the Services is lower than,
- the hypothetical equivalent “on-demand” cost of such resources, had they been used without the benefit of OPSIMA’s Services over that period.

**Technical safeguards.** The Guarantee is supported by automated technical mechanisms, validated by human review, that allow OPSIMA to dynamically layer, compress or withdraw commitment portions when such commitments are not aligned with the Customer’s actual AWS usage.

**Indemnification guarantee:** If, despite technical safeguards and best efforts implemented by OPSIMA, the Guarantee conditions are met and the Customer actually incurs a higher financial cost from utilizing the Services than it would have without using the Services as per the current article, OPSIMA shall reimburse the Customer to restore its financial situation subject to the limitations set forth below.

**Limitations and Exclusions.** Any claim made under this Master Service Agreement must be submitted by the Customer by registered letter with acknowledgement of receipt and shall be limited to the negative amount, if any, resulting from the calculation of the savings as referred to in this article.

This Guarantee shall not apply in the following circumstances:

- if the Customer independently enters into any Commitments (including but not limited to reserved instances, savings plans, or equivalent) during the Guarantee Period, without the prior written consent of OPSIMA;
- if the Customer materially breaches the terms of this Master Service Agreement or fails to cooperate in good faith.

**Termination of Guarantee.** This Guarantee shall automatically terminate and become null and void upon the termination or expiration of the Services provided by OPSIMA.

#### 4. DURATION & TERMINATION

**Duration.** The Customer subscribes to the Services for an indefinite period from acceptance of the Master Service Agreement.

**Termination.** This Master Service Agreement may be terminated at any time in writing, by either Party, without having to give reasons, subject to a 30 (thirty) days notice period.

Upon termination of the Services provided by Opsima:

- the Customer will continue to benefit from the savings generated by all commitments taken on its behalf by Opsima which shall remain in the Customer’s organization until their expiration,
- the Customer will no longer be invoiced by Opsima for the Services,
- the Guarantee set forth herein shall automatically terminate and become null and void.

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## GENERAL TERMS AND CONDITIONS

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### 1. ABOUT THIS AGREEMENT

#### 1.1 OPSIMA information

OPSIMA is a joint stock company registered with the Paris Trade and Companies Register under number 933 936 288 whose registered office is located at 231 rue Saint-Honoré, 75001 Paris (thereafter "**OPSIMA**" or "**Provider**").

#### 1.2 Customer information

The Customer is :

- a legal entity acting through a natural person with the power or authority required to enter into a contract in the Customer's name and on their behalf.
- a professional, understood as any natural person or legal entity acting for purposes within the scope of their commercial, industrial, artisanal, liberal or agricultural activity, including when acting in the name of or on behalf of another professional, and that the Customer meets the following conditions: the Customer needs to be in a contractual relationship with a Cloud Provider accepted by OPSIMA.

#### 1.3 Information regarding the Master Service Agreement

Function of the Master Service Agreement: The present document, including its appendix (the "**Master Service Agreement**") constitute the sole document governing OPSIMA's contractual relationship with the Customer and define:

- the terms of use of the Services,
- the respective obligations of the parties.

Location of the Master Service Agreement: The Customer can find them on their customer account on Opsima platform.

Acceptance of the Master Service Agreement: The Customer accepts the Master Service Agreement by ticking a box when confirming the order. Alternatively, the Customer can sign the Master Service Agreement via online tools (e.g., DocuSign, Yousign, etc). If the Customer does not accept all the Master Service Agreement, they cannot access the Services.

### 2. ACCESS TO THE SERVICES

OPSIMA opens on the Solution an account in the name of the Customer (the "**Admin Account**").

Once the Admin Account has been created, the Customer is free to create accesses for internal

users (the "Users") up to the number specified in the subscribed Services.

The Customer is solely responsible for creating accesses for Users, for setting their access rights and for their personal use of the Solution.

The Customer undertakes to ensure not allow any third party to use the Admin Account unless accepting full responsibility for the consequences. It expressly acknowledges that any use of the Solution with these login ID will be deemed to have been made by the corresponding Admin Account.

The Customer undertakes to contact OPSIMA without delay, by any written means including email, if it appears that the Admin Account has been used without knowledge.

When the Admin Account has been opened, the Customer and Users have access to a personal space and dashboard which manage their use of the Solution and the Services.

### 3. OPSIMA'S OBLIGATIONS AND GUARANTIES

OPSIMA undertakes to provide the Services with diligence, it being specified that it is bound by a best-effort obligation.

#### 3.1 Concerning the quality of the Services

OPSIMA uses its best effort to provide the Customer with quality Services.

However, OPSIMA shall not be held liable for temporary difficulties or impossibilities in accessing its Services resulting from:

- circumstances external to its network (including but not limited to partial or total failure of the Customer's servers),
- failure of equipment, cabling, services or networks not included in its Services or not under its responsibility,
- interruption of Services by telecom operators or Internet service providers,
- intervention by the Customer, including but not limited to incorrect configuration of the Services,
- force majeure.

OPSIMA is responsible for the operation of its servers, the outer limits of which are constituted by the connection points.

Furthermore, OPSIMA does not guarantee that the Services:

- as they are subject to constant research to improve their performance and progress, will be totally free of errors, defects or faults,
- as they are standard and in no way tailored to the Customer's personal requirements, will specifically meet the Customer's needs and expectations.

#### 3.2 Concerning the maintenance of the Services

For the duration of the Services, the Customer benefits from maintenance, in particular corrective and ongoing maintenance. In this context, access to the Solution may be limited or suspended.

OPSIMA makes every effort to provide the Customer with corrective maintenance to correct any malfunction or bug found on the Solution.

The Customer also benefits from ongoing maintenance, which OPSIMA may carry out automatically and without prior notice, and which includes improvements to the Solution 's functionalities, the addition of new functionalities and/or technical installations used within the framework of the Solution (aiming to introduce minor or major extensions).

Access to the Solution may also be limited or suspended for planned maintenance purposes, which may include the corrective and ongoing maintenance operations referred to above.

#### 3.3 Concerning the technical support for the Services

OPSIMA shall provide Customers with free advisory and technical support for the billing optimization of Customer's Cloud Provider Account.

In the event of any difficulty encountered while using our Solution, the Customer may contact OPSIMA using contact details provided in the preamble that will give the Customer assistance to optimize the billing of the Customer's Cloud Provider services.

Technical support service is available from Monday to Friday, excluding public holidays, from 8 am to 6 pm. Depending on the need identified, OPSIMA will estimate the response time and inform the Customer accordingly.

Nevertheless, the Customer acknowledges that the Cloud Provider remains responsible for the support and technical aspects of the Cloud services subscribed to by the Customer via the OPSIMA Solution.

### **3.4 Concerning the financial performance guarantee**

With the exception of bodily injury, death, gross negligence and the provisions of article 3 of the Key Commercial Terms part of this Master Service Agreement, OPSIMA's liability shall not exceed the amounts of cloud cost reduction earned by the Customer by using the Services during the 12 months preceding the event giving rise to liability or the duration of provision of its Services, whichever is the shorter.

### **3.5 Concerning the backup of data on the Solution**

OPSIMA shall use its best efforts to safeguard all data produced and/or entered by/on the Solution.

However, except in the case of proven negligence on the part of OPSIMA, it is not liable for any loss of data during maintenance operations.

### **3.6 Concerning subcontracting and assignments**

OPSIMA may use subcontractors to carry out the Services, and these subcontractors are subject to the same obligations as OPSIMA. Nevertheless, OPSIMA remains solely responsible to the Customer for the proper performance of the Services.

OPSIMA may substitute any person who will be subrogated in all its rights and obligations under its contractual relationship with the Customer. In such a case, OPSIMA will inform the Customer of this substitution by any written means.

### **3.7 Concerning the Customer's Cloud Provider Account**

OPSIMA is not responsible for the prices charged by the Cloud Provider and any potential new fees, charges, discounts and savings plans, as provided for in the contract between the Cloud Provider and the Customer.

### **3.8 Limitation of OPSIMA's liability**

**Limitation of Liability.** Except as expressly stated herein, OPSIMA makes no other warranties, express or implied, with respect to the financial performance of its Services.

## **4. CUSTOMER GENERAL OBLIGATIONS**

### **4.1 Concerning the provision of information**

The Customer undertakes to provide OPSIMA with all the information required to subscribe to and use the Services.

Customer represents and warrants that all information provided to OPSIMA is accurate, complete, and not misleading, and that Customer covenants that it will keep such information accurate and up to date at all times.

### **4.2 Concerning the Customer's Admin Account**

Customer is solely responsible for maintaining the confidentiality of its account and password and those of its Users, and Customer accepts responsibility for all activities that occur under its and of its Users.

Each Admin Account created by the Customer may not be transferred, sold or otherwise assigned to or shared with any other individual or entity.

The Customer must immediately notify OPSIMA if they find that their Account has been used without their knowledge or upon becoming aware, or having a reasonable basis to believe, that its or its Users' accounts are no longer secure. The Customer acknowledges that OPSIMA shall have the right to take all appropriate measures in such a case.

### **4.3 Concerning the use of the Services**

The Customer is responsible for their use of the Services and for any information they share in this context. The Customer agrees to use the Services personally and not to allow any third party to use them in their place or on their behalf, except if previously agreed to in writing.

The Customer is responsible for all use or misuse of the Solution by its Users, and a breach by any such User of any term of this Master Service Agreement shall be deemed a breach by Customer. OPSIMA reserves the right to immediately suspend Customer and any or all Users' access to the Service if OPSIMA believes, in its sole discretion, that a User has misused the Solution.

The Customer undertakes not to use the Services for purposes other than those for which they were designed, and in particular to:

- engage in any illegal or fraudulent activity,
- undermine public order and morality,
- infringe the rights of third parties in any way whatsoever,
- violate any contractual, legislative or regulatory provision,
- engage in any activity likely to interfere with a third party's computer system, in particular for the purpose of violating its integrity or security,
- promote their services or those of a third party,
- assist or incite a third party to commit one or more of the acts or activities listed above.

The Customer also refrains from:

- copying, modifying or misappropriating any element belonging to OPSIMA or any concepts it exploits within the framework of the Services,
- engaging in any behavior likely to interfere with or hijack OPSIMA's computer systems or undermine its computer security measures,
- infringing OPSIMA's financial, commercial or moral rights and interests,
- marketing, transferring or otherwise giving access in any way whatsoever to the Services, to information hosted on the Solution or to any element belonging to OPSIMA.
- Proceed to any form of commercial use of the Solution or its marketing to any third-party;
- Assign, provide, lend, rent the Solution, grant sublicenses or any other right of use, or more generally, communicate to a third party or an affiliated company all or part of the Solution;
- Integrate all or part of the Solution into any computer system or any other software

solution other than those set out under this Master Service Agreement;

- Carry out the remote transmission of the Solution, its networking, including on the internet, outside the Website, or its distribution in any other form, without the prior written authorization of OPSIMA.

The Customer shall indemnify OPSIMA against any claim and/or action that may be brought against it as a result of the breach of any of the Customer's obligations. The Customer shall indemnify OPSIMA for any loss suffered and reimburse OPSIMA for any sums it may have to bear as a result.

#### **4.4 Concerning the Customer's Cloud Provider Account**

The Customer is financially responsible to the Cloud Provider for all the actions made by OPSIMA as per the Services and will remain financially responsible to the Cloud Provider for such purchases after termination of this Master Service Agreement for any reason.

During the Services, the Customer shall remain fully responsible for all fees, charges, taxes and other expenses invoiced by the Cloud Provider including the one resulting from the actions taken by OPSIMA on behalf of the Customer.

During the Services and after their termination, the Customer shall remain fully responsible for all the Commitment made on his behalf and OPSIMA won't be financially responsible for it. Once on the Solution, the Customer is strongly recommended to stop all further purchasing of Commitments.

## **5. INTELLECTUAL PROPERTY RIGHTS & COMMERCIAL REFERENCES**

The Customer expressly acknowledges that this Master Service Agreement does not confer to its benefit any intellectual property rights relating to the Solution, which remains entirely and exclusively the property of OPSIMA.

The Customer only has a license for the use of the Solution within the limits set out herein.

Therefore, any dismantling, decompilation, deciphering, extracting, reusing, copying and, more generally, any reproduction, representation, publishing or use of all or part of any the items comprised in the Solution, without OPSIMA's prior authorization, is strictly prohibited and could lead to prosecution.

The Customer hereby grants Opsima the right to use the Customer's name and logo on Opsima's website and in marketing materials for reference purposes. Such use shall continue unless and until the Customer provides written notice of its objection, in which case Opsima shall cease any further use within a reasonable period.

## 6. CONFIDENTIALITY

Each of the Parties undertakes to keep strictly confidential all documents and information of a legal, commercial, industrial, strategic, technical or financial nature relating to or held by the other Party of which it may have become aware during the conclusion and performance of this Master Service Agreement, and not to disclose them without the prior written consent of the other Party.

In particular, OPSIMA undertakes to keep strictly confidential the connection identifiers and passwords it uses to connect to the tools provided by the Customer and, more generally, to gain access to the Customer's data and computer system. He undertakes to implement all necessary security measures to preserve the security and confidentiality of his login details and the Customer's data. It undertakes to inform the Customer without delay in the event of loss or theft of its identifiers or in the event of any security breach of which it is aware.

This obligation does not extend to documents and information :

- of which the Party receiving them was already aware ;
- which were already public at the time they were communicated, or which would become public without breach of this Master Service Agreement
- which have been lawfully received from a third party;

- the communication of which would be required by judicial authorities, in application of laws and regulations or in order to establish the rights of a Party under this Master Service Agreement

This obligation of confidentiality extends to all employees, collaborators, trainees, directors and agents of the Parties, as well as to their affiliated advisors and co-contractors, to whom documents or confidential information may only be transmitted if they are bound by the same obligation of confidentiality as that provided for herein.

This obligation will continue to apply for a period of 5 years following the termination of relations between the Parties.

## 7. DATA PROCESSING

As part of their contractual relations, each Party shall undertake to comply with the applicable regulations on personal data processing and, in particular, the General Data Protection Regulation (regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016) and to the French Data Protection Act of 6 January 1978 (hereinafter referred together as the "**Applicable Regulation**").

### 7.1 General dispositions

Each Party processes personal data of contact persons of the other Party involved in the performance of the Services, as controller within the meaning of the Applicable Regulation for the purpose of managing the contractual relations between the Parties and for the duration of the Services. These processing are carried out for the execution of the Services and only identification data (in particular surname, first name, email address, telephone number) are processed by the Parties.

Personal data are retained during the duration strictly necessary for the purposes of managing the business relationship between Parties. The staff of the Party controller of the processing, its control services (notably auditor) and its processors could have access to personal data.

The processing may result in the exercise by each Party's contact person of their rights under the Applicable Regulation.

## 7.2 Processing of personal data by OPSIMA as a data processor

### 7.2.1 Purpose

The purpose of this clause is to define the conditions under which OPSIMA undertakes to carry out, on Customer's behalf, the personal data processing operations defined below.

### 7.2.2 Description of the processing carried out by OPSIMA

As part of the Services, OPSIMA processes personal data in the name and on behalf of the Customer as a data processor, while the Customer acts as a data controller within the meaning of the Applicable

**Regulation.** The characteristics of the processing are described in Appendix 1 of this Master Service Agreement.

### 7.2.3 OPSIMA's obligations with respect to the Customer

**Data processing.** OPSIMA undertakes to process the personal data only for the purposes listed in Appendix 1 and in accordance with the Customer's documented instructions, including with regard to transfers of data outside the European Union. Where OPSIMA considers that an instruction infringes the Applicable regulation, he shall immediately inform the Customer thereof. Moreover, if OPSIMA shall process personal data and transfer them to a third country or an international organization, according to the applicable legislation of this Master Service Agreement, he shall inform the Customer of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest.

**Security and data confidentiality.** OPSIMA undertakes to implement the appropriate technical and organisational measures to ensure the security and integrity of personal data, their backup and the restoration of their availability in the event of a physical or technical incident. OPSIMA ensures that the persons authorized to process the personal data hereunder have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

**Sub-processors.** OPSIMA is authorized to recruit the entities (hereinafter "the Sub-Processor") listed in Appendix 1 to carry out processing activities. OPSIMA shall inform the Customer, in writing beforehand, of any intended changes concerning the addition or replacement of Sub-Processors as listed. This information must clearly indicate which processing activities are concerned, the name and contact details of the Sub-Processor. The Customer has a period of fifteen (15) calendar days from the date of receipt of this information to submit its legitimate and justifiable objections. In the absence of notification of objections after this period, the Customer shall be deemed to have authorized the use of the relevant Sub-Processor. In the event of Customer's continuing objections, the Parties shall meet in good faith and use their best efforts to discuss a resolution. OPSIMA may choose to (i) not hire the Sub-Processor or (ii) take the corrective action requested by the Customer in connection with the objections before hiring the Sub-Processor. If neither option is reasonably possible, and if OPSIMA cannot for legitimate reasons hire another processor for the intended processing, either Party may terminate the Services upon a thirty (30) days' notice.

The Sub-Processor shall comply with the obligations hereunder on behalf of and in accordance with the Customer's instructions. OPSIMA shall ensure that the Sub-Processor provides the same sufficient warranties regarding the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the Applicable Regulation. If the Sub-Processor fails to fulfil its data protection obligations, OPSIMA remains fully liable to the Customer for the Sub-Processor's performance of its obligations.

**Transfer of personal data outside the European Union.** OPSIMA is authorized to transfer personal data processed as part of this Master Service Agreement to countries located outside the European Union, if appropriate safeguards have been implemented as defined under Chapter V of GDPR.

**Assistance and provision of information.** OPSIMA undertakes to assist the Customer and to respond without undue delay to any request for information sent by the Customer, whether in the context of a request for the exercise of their rights by data subjects, a privacy impact assessment, or a request

made by a supervisory authority or the Customer's data protection officer.

**Exercise of data subject's Rights.** Insofar as this is possible, OPSIMA shall assist the Customer in fulfilling its obligation to respond to requests made to OPSIMA by data subjects to exercise their rights under the Applicable Regulation. Where requests are made directly to OPSIMA, OPSIMA shall promptly send such requests to the Customer by e-mail to the address provided by the Customer.

**Notification of personal data breach.** OPSIMA shall notify the Customer of any personal data breach relating to the processing operations covered by this Master Service Agreement without undue delay after becoming aware of it and to provide the Customer with all relevant information and documentation relating to such personal data breach.

**Fate of the data.** OPSIMA undertakes, at the Customer's election, to delete the personal data at the end of the Services or to return it to the Customer and not to keep a copy of it, unless required by the Applicable Regulation. The Customer has one (1) month from the end of the Services to exercise this choice. After this period, OPSIMA shall delete all personal data.

**Subsequent use of personal data by OPSIMA.** The Customer hereby authorizes OPSIMA to process the personal data collected within the framework of the services (in particular the session and navigation data) for the purpose of improving OPSIMA's services, and in particular for the realization of statistics on the way OPSIMA's solution is used by the users. OPSIMA will act as a data controller within the meaning of the Applicable Regulation and will respect the legal provisions of the aforesaid regulation.

**Documentation.** OPSIMA shall make available to the Customer, at the Customer's request, all information and documents necessary to demonstrate compliance with its obligations and allow for audits. The Customer may carry out audits once a year, at its own expense to verify OPSIMA's compliance with the obligations set forth in this article. The Customer will inform OPSIMA of the audit at least two (2) weeks before. OPSIMA may refuse the identity of the auditor if it belongs to a competing company. The audit shall be conducted during work hours and with the least possible disturbance for the OPSIMA's

activity. The audit shall not threaten (i) technical and organizational security measures implemented by OPSIMA, (ii) security and confidentiality of data of the OPSIMA's other customers, (iii) the proper functioning and organization of OPSIMA. When possible, Parties will agree beforehand on the scope of the audit. The audit report will be sent to OPSIMA as so to submit comments, which will be attached to the final version of the audit report. Each audit report will be considered as a confidential information.

#### 7.2.4 Customer's obligations with respect to OPSIMA

The Customer undertakes to:

- provide OPSIMA with the personal data mentioned in Appendix 1, except any improper, disproportionate or unnecessary personal data, and except any "particular" personal data within the meaning of the Applicable Regulation, except if the processing activities justify it. In this case, the Customer will have to document these justifications and to take all measures, notably of prior information, to collect appropriate consent and appropriate security measures, appropriate for such particular data;
- collect under its liability, lawfully, fairly and in a transparent manner the personal data provided to OPSIMA, for the performance of its services, and in particular, to ensure the lawfulness of processing and the information due to data subjects;
- maintain a record of processing activities carried out and more generally, comply with the principles of the Applicable Regulation;
- ensure, before and throughout the processing, compliance with the obligations set out in the Applicable Regulation.

## 8. OTHER GENERAL TERMS

### 8.1 Force majeure

OPSIMA shall not be liable for any failure or delay in the performance of its contractual obligations due to *force majeure* occurring during the term of its relationship with the Customer as defined in article 1218 of the French Civil Code.

If OPSIMA is prevented from fulfilling its obligations due to *force majeure*, it must inform the Customer by registered letter with acknowledgement of receipt. Obligations will be suspended on receipt of the letter and must be resumed within a reasonable time once the force majeure has ceased.

OPSIMA nevertheless remains bound by the performance of obligations not affected by *force majeure*.

## 8.2 Sanctions in the event of breach

The following are material obligations to the Customer (the "Material Obligations"):

- payment of the invoices for the Customer's Cloud Provider services that are evaluated by the Cloud Provider but billed to the Customer and collected by OPSIMA.
- not to provide OPSIMA with incorrect or incomplete information,
- not to use the Services for a third party unless otherwise expressly accepted by Opsima in writing,
- not to engage in any illegal or fraudulent activities or activities that infringe on the rights or safety of third parties, undermine public order or violate applicable laws and regulations.

In the event of a breach of any of these Material Obligations, OPSIMA may:

- suspend or terminate the Customer's access to the Services,
- publish on the Solution any information message OPSIMA deems useful,
- notify any competent authority, cooperate with it and provide it with any information that may be useful in investigating and punishing illegal or illicit activities,
- take any legal action.

These sanctions are without prejudice to any damages that OPSIMA may claim from the Customer.

In the event of a breach of any obligation other than a Material Obligation, OPSIMA will request the Customer by any useful written means to remedy the breach within a maximum period of 15 calendar days. Services will be terminated at the end of this period if the breach is not remedied.

Termination of Services entails deletion of the Customer's Account.

## 8.3 Modification of Master Service Agreement

This Master Service Agreement may only be amended or modified by a written document expressly referencing this Agreement and signed by both parties. No oral modifications or amendments shall be valid. Notwithstanding the foregoing, Opsima may update its Service-specific policies or terms (e.g., SLAs) from time to time provided such changes do not materially reduce the overall functionality or value of the Services. Customers will be notified of any such changes in advance, and continued use of the Services after such changes take effect constitutes acceptance of the updated terms.

## 8.4 Language

In the event of contradiction or dispute as to the meaning of any term or provision, the English language shall prevail.

## 8.5 Applicable law and jurisdiction

The Master Service Agreement terms are governed by French law ("Applicable Law").

In the event of a dispute between the Customer and OPSIMA, and in the absence of an amicable agreement within 2 months of the first notification, the dispute shall be submitted to the exclusive jurisdiction of the courts of Paris (France), except in the event of mandatory provisions to the contrary.

**Appendix - Description of the processing of personal data carried out by OPSIMA on behalf of the Customer**

Purpose(s) of the processing	Execution of the Master Service Agreement
Nature of the processing	collection, recording, organization, structuring, storage, adaptation or modification, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
Categories of personal data	Identification data
Categories of data subjects	Customer's employee
Duration of the processing	Duration of the Services

**List of the Sub-Processor(s) authorized**

Sub-Processor(s) authorized	Processing activities sub-processed	Localization of the processing	Appropriate safeguards implemented in case of transfer of personal data outside the EU
AWS	Hosting and cloud provider	UE (or other appropriate AWS locations)	Data Privacy Framework
Snowflake	Data hosting	US	Data Privacy Framework

## **ADDENDUM TO THE MASTER SERVICE AGREEMENT FOR PILOT PROGRAM**

This Addendum (the “Addendum”) and shall govern the provision of services under the pilot program described herein (the “Pilot”).

### **1. PRIORITY OF TERMS**

The Parties agree that, for the duration of the Pilot, the provisions of this Addendum shall take precedence over any conflicting or inconsistent provisions of the Master Service Agreement. Upon expiration or early termination of the Pilot, the Master Service Agreement shall resume full effect without such precedence.

### **2. DURATION**

The Pilot shall commence on the date of onboarding on the Opsima platform and shall continue for a period of two (2) months (the “Pilot Term”), unless terminated earlier in accordance with this Addendum.

### **3. END OF PILOT AND TRANSITION TO FULL CONTRACT**

#### **3.1. Automatic Transition**

Upon expiry of the Pilot Term, the contractual relationship shall automatically transition into a full contractual engagement under the terms of the Master Service Agreement, unless the Customer has provided written notice of its intention to terminate the Pilot in accordance with Article 3.2.

#### **3.2. Termination by Customer**

The Customer may elect not to transition to a full contractual engagement by delivering express written notice to Opsima no later than seven (7) calendar days prior to the expiry of the Pilot Term.

#### **3.3. Transfer Back of Commitments**

Upon express written request from the Customer by the end of the Pilot Term, Opsima shall transfer back to its own AWS accounts any AWS commitments undertaken by Opsima on behalf of the Customer during the Pilot Term.

#### **4. TERMINATION UPON TRANSITION TO FULL CONTRACT**

If, prior to the expiry of the Pilot Term, the Parties agree to transition into a full contractual engagement, this Addendum shall terminate automatically on the effective date of such transition, and the provisions of the Master Service Agreement shall thereafter apply in full.

#### **5. SCOPE OF SERVICE DURING THE PILOT**

##### **5.1. Service Access**

During the Pilot Term, Opsima shall deliver the Services in accordance with the functional scope available to regular Opsima customers, subject to the limitations set forth in Article 5.2.

##### **5.2. Savings Limitation**

Notwithstanding the foregoing, Opsima will configure its tools and methodologies in such a manner as to limit realized savings to a maximum of ten percent (10%) of the savings forecasted in the initial savings estimation provided to the Customer.

#### **6. MISCELLANEOUS**

##### **6.1. Entire Agreement for Pilot**

This Addendum, together with the Master Service Agreement (as modified hereby), constitutes the entire agreement of the Parties with respect to the Pilot. With the exception of any confidentiality agreement signed between the parties, it shall supersede any prior discussions, proposals, or understandings relating thereto.

##### **6.2. Governing Law**

This Addendum shall be governed by French law (“Applicable Law”). In the event of a dispute between the Customer and OPSIMA, and in the absence of an amicable agreement within 2 months of the first notification, the dispute shall be submitted to the exclusive jurisdiction of the courts of Paris (France), except in the event of mandatory provisions to the contrary.

##### **6.3. Language**

In the event of contradiction or dispute as to the meaning of any term or provision, the English language shall prevail.