

Sifflet MSA

Master Subscription Agreement

This Master Subscription Agreement (“MSA”) is between Sifflet, a French *société par actions simplifiée*, 149 avenue du Maine, 75014 Paris, France, corporate number RCS Paris 901 631 416, represented by Ms. Salma Bakouk, acting in her capacity as President and Chief Executive Officer of the company (“Sifflet”) and the other party named in an Order Form (“Customer”) (each, a “Party”, and collectively, the “Parties”). By executing an Order Form, Customer agrees to the terms of this MSA and of the DPA and its Schedules.

1. Definitions

In addition to the terms defined elsewhere in the MSA, the terms listed below have the following meanings:

“Agreement” means this Master Subscription Agreement, the SLA, the Data Processing Addendum and its Schedules, any annexes, or other documents attached to this Agreement, and such other documents, attachments and exhibits that the Parties’ authorized representatives may mutually agree to in writing.

“Authorized Users” means Customer’s employees and representatives who are authorized by Customer to utilize the Sifflet Applications and who are provided with access to the Sifflet Applications by virtue of a password or the equivalent thereof. Customer remains responsible for its obligations and for the activities and omissions of any Authorized Users. Notwithstanding the foregoing, Authorized Users shall not be Sifflet’s competitors (any data quality monitoring software company).

“Data Processing Addendum” or “DPA” means the Data Processing Addendum, including its Schedules, accessible at <https://www.siffletdata.com/dpa>, which forms part of the Agreement and reflect the Parties’ agreement with regard to the Processing of Personal Data.

“Customer Content” means any content provided, imported, or uploaded to the Sifflet Applications by Customer or Authorized Users on Customer’s behalf.

“Effective Date” means the date mentioned in an Order Form.

“Order Form” means the ordering document(s) executed by the Parties that represents the purchase of Customer’s Subscription and materialize Customer's acceptance of the MSA and of the DPA and its Schedules.

“Professional Services” means any implementation, training, consulting, data migration, conversion, integration or other services provided by Sifflet as set forth in a Statement of Work or Order Form as the case may be.

“Service Level Agreement” or “SLA” means the service level agreement, available at <https://www.siffletdata.com/msa> which is incorporated by reference herein. Sifflet may make changes to

the SLA without Customer's consent provided such changes do not have a material and adverse impact on Customer.

"Services" means the Professional Services and the services described in the SLA.

"Sifflet Applications" means the software applications made available to Customer by Sifflet via a Subscription.

"Statement of Work" or "SOW" means an agreement specifying the details for the performance of the Professional Services and signed by both Parties.

"Subscription" means the right of Authorized Users to access and use Sifflet' Applications and Professional Services as set forth in an Order Form.

2. Use of Sifflet Applications and Services.

2.1. Access; License. Subject to the terms and conditions of the Agreement, Sifflet shall provide Customer's Authorized Users access to the Sifflet Applications via a Subscription as specified in the Agreement. Sifflet grants Customer a worldwide, non-exclusive, non-transferable right to access the Sifflet Applications solely for the internal purposes of performing data quality monitoring operations.

2.2. Proprietary Rights. The Agreement is a Subscription agreement for Customer to use the Sifflet's Applications and Services. It is not a sale, or assignment and transfer, of any software, or any work product created by Sifflet as part of any professional services. All rights not expressly granted to Customer, are reserved to Sifflet. Because this is a Subscription agreement, Customer agrees that Sifflet or its suppliers retain all right, title and interest (including all patent, copyright, trade secret, and other intellectual property rights) in and to the Sifflet Applications, the Services, the Services deliverables and any and all underlying software (including interfaces), databases, all work product, know-how, procedures, techniques, and processes, developments, inventions, technology, algorithms, designs, or any materials provided by Sifflet, and any adaptation, modification, derivation, addition or extension of the Sifflet Applications and Services.

2.3. Feedback. "Feedback" means all comments and suggestions, whether written or oral, furnished to Sifflet by Customer or by the Authorized Users. Sifflet, in its sole discretion, may utilize the Feedback provided Sifflet does not reference or identify Customer or Authorized Users. Customer hereby grants Sifflet a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right, and license to incorporate the Feedback into Sifflet products and services provided the Feedback does not identify Customer or Authorized Users.

2.4. Use Guidelines. Customer shall use commercially reasonable efforts to make Authorized Users aware

of the provisions of this Section 2.4.

2.4.1. Restrictions. Customer shall not: (a) permit any third party to access and/or use Sifflet Applications, other than the Authorized Users authorized under the Agreement; (b) rent, lease, loan, or sell access to the Sifflet Applications to any third party; (c) interfere with, disrupt, alter, translate, or modify the Sifflet Applications or any part thereof, or the networks or services connected thereto; (d) reverse engineer, decompile, disassemble or otherwise attempt to obtain or perceive the source code from which any software component of the Sifflet Applications are compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant the Customer any right to obtain or use such code; (e) access the Sifflet Applications to build or create a derivative, competitive, or similar product or service, or copy any ideas, features, functions or graphics of the Sifflet Applications; (f) introduce software or automated agents or scripts to the Sifflet Applications so as to produce multiple accounts, generate automated requests and queries, or to strip or mine data from the Sifflet Applications; (g) store any illegal content or content which violates applicable law, or material rights of third parties in the Sifflet Applications; (h) attempt to access Sifflet Applications by any means other than through the interface that is provided or expressly authorized by Sifflet; and (i) intentionally engage in any activity that interferes with or disrupts the Sifflet Applications or Services or infringes on Sifflet' and/or its third-party vendors' brand or intellectual property rights. Customer will use the Sifflet Applications in conformance with all applicable laws.

2.4.2. Unauthorized Use. Customer shall ensure each username and password issued to an Authorized User will be used only by that Authorized User. Customer is responsible for maintaining the confidentiality of all Authorized Users' usernames and passwords. Customer shall notify Sifflet promptly of any actual or suspected unauthorized use of Customer's account, usernames, or passwords. Sifflet reserves the right to terminate any username and password which Sifflet reasonably determines may have been used by an unauthorized third-party, or for an unlawful purpose. Sifflet shall notify Customer of any actual or suspected unauthorized use of Customer's account, usernames, or passwords.

2.5. Additional Nature of Sifflet Applications. Customer recognizes that the Sifflet Applications offer him an additional solution for the quality monitoring of its data, and that the Sifflet Applications cannot replace the other means which he may have elsewhere to achieve the same objective, and the ultimate choices regarding its data made remaining at all times of its full and entire responsibility. Customer recognizes and accepts that he has no obligation to retain and use the Sifflet Applications in the course of his business and always remains responsible for the implementation of its data infrastructure, data management strategies, and other software and data architecture-related procedures.

2.6. Fulfilment of duties to Inform, to Advise and to Warn (*information, conseil et mise en garde*). Customer declares to have received prior to the signing of this Agreement all the documents, information, advice, instructions and details which are necessary for him to sign with full knowledge of the facts, that he thus has sufficient knowledge of the characteristics and of the functionality of the Sifflet Applications, as defined in this Agreement including its annexes, and that it has, prior to these, sufficiently discussed with Sifflet to ensure that the Sifflet Applications meet its expectations, needs and constraints. Customer expressly releases Sifflet from any liability in this respect.

3. Fees, Invoicing, and Payment.

3.1. Fees; Payment. Customer shall pay Sifflet all fees set forth in the Agreement in full without any reduction for any offset, withholding, or other claims. According to Articles L441-10 of the French Commercial Code, failure to pay within one month will result in the application of late payment penalties calculated based on the latest ECB refinancing rate augmented of 10 points. The first invoice shall be issued on the Effective Date. Except for a termination of the Agreement due to Sifflet's material breach, or a termination in accordance with Section 9, all fees are non-refundable once paid to Sifflet. Subscription fees cannot be decreased during the term of an Order Form.

3.2. Users' Increases. If Customer acquires another company who wishes to use the Sifflet Applications, Customer must notify Sifflet and pay any additional fees in accordance with the agreed upon rates.

3.3. Taxes. All fees stated in or in relation to this Agreement are exclusive of any applicable value added taxes, use, sales, and other taxes imposed by all local, state, federal or foreign authorities, which are added to the fees and paid by Customer.

4. Term; Termination.

4.1. Term. This Agreement starts on the Effective Date and remains in effect for the initial term ("Initial Term") as set forth in the Order Form. The Agreement will automatically renew for additional one (1) year periods (each a "Renewal Term"), unless 1/ unless specified otherwise in the Order Form, or 2/ if either party notifies the other in writing at least thirty (30) days prior to expiration of the then-current Term. Sifflet will invoice Customer for the applicable fees prior to the Renewal Term at the list prices in effect at the time of renewal, unless the parties agree to different pricing in writing, sixty (60) days prior to commencement of the Renewal Term. "Term" means the Initial Term and each Renewal Term.

4.2. Termination. Either Party may terminate this Agreement immediately upon written notice if the

other Party materially breaches the Agreement and fails to cure such breach within thirty (30) days after receiving written notice of such breach. Where payment of undisputed fees is late for more than sixty (60) days after the due date of the invoice, Sifflet reserves the right to suspend the Services and/or to terminate this Agreement by giving Customer seven days' prior written notice (email being sufficient).

4.3. Effect of Termination. Upon termination or expiration of this Agreement for any reason: (i) Sifflet will terminate Customer's access to the Sifflet Applications and will cease providing any Services, (ii) all fees owed by Customer will become immediately due and payable, and (iii) Sifflet will delete all Authorized Users' Accounts. It is the Customer's responsibility to ensure that Authorized Users have backed up their data and documents in connection with their use of the Sifflet Applications and Sifflet has no responsibility in this respect, which the Customer expressly recognizes and acknowledges.

5. Customer Content Responsibility.

Customer shall be responsible for, and assumes the risk, responsibility, and expense of: (i) any problems resulting from the accuracy (or lack thereof), quality, integrity, legality, reliability, and appropriateness of all such Customer Content; (ii) acquiring, installing, and maintaining all connectivity equipment, hardware, software, and other equipment as may be necessary for it and its Authorized Users to connect to, access, and use the Sifflet Applications and Services.

6. Representations and Warranties.

6.1. Sifflet Warranties. Sifflet represents and warrants that it (i) has all rights to provide Customer a Subscription to the Sifflet Applications and it has and will maintain all necessary third-party licenses necessary for the performance of the Agreement, (ii) during the Term of this Agreement, it will: (a) provide the Sifflet Applications and Services in accordance with the Agreement; and (b) implement and maintain security and business continuity measures, in accordance with industry practices, and (iii) will perform the Services in a professional manner. Customer's remedy for a breach of the warranty shall be re-performance of the relevant Services free of charge.

6.2. WARRANTY DISCLAIMER. Except as expressly provided in this Agreement, and to the maximum extent permitted by applicable law, the Sifflet Applications and Services are provided "as is," and Sifflet makes no (and hereby disclaims all) other warranties, representations, or conditions, whether written, oral, express, implied or statutory, including any implied warranties of merchantability, title, or fitness for a particular purpose, with respect to the use, misuse, or inability to use the Sifflet Applications and Services (in whole or in part) or any other products or services provided to Customer by Sifflet. Except as expressly set forth in this Agreement, Sifflet does not warrant that all errors can be corrected, that operation of the Sifflet Applications or Services shall be uninterrupted or error-free, or that the Sifflet Applications and Services will meet Customer's particular requirements or expectations.

7. Confidentiality.

"Confidential Information" are all information, or data of any nature whatsoever, oral, written, in electronic form or in any other form whatsoever, including, in particular, all memos, notes, reports, studies, analyses, drawings, letters, listings, tables, software, diskettes, specifications, figures, graphics, sound recordings, compilations, forecasts, data, copies, all meetings or all documents relating to the activity, past, present or future business flows, plans, projects or operations of one of the two Parties to which the other Party will have access and relating to the subject of the Agreement.

This Confidential Information may belong both to one of the Parties and to a third person (for example with whom one of the two Parties is in a contractual relationship) and may be technical, commercial, contractual, financial, or other. They are protected regardless of their mode of transmission or disclosure.

The determination of the confidential nature of the Confidential Information may result from the affixing of any appropriate notice of confidentiality on the documents in which it appears.

Information does not constitute Confidential Information:

- Which were in the public domain at the date of their disclosure or communication, without this resulting from a violation of this undertaking, or which will fall into the public domain subsequently, without one of the Parties being in the origin of their disclosure;
- Licitly received from a third party, without restriction and without this resulting from a violation of this commitment, insofar as the latter has not itself breached an obligation of confidentiality regarding one of the two parts;
- Which were in the possession of one or the other of the two Parties in a lawful manner before or at the time of their disclosure, this Party is responsible for providing proof thereof.

Each Party, with respect to Confidential Information entrusted to them by the other Party:

- Refrains from disclosing, directly or indirectly, or using outside the strict purpose for which it was entrusted all or part of the Confidential Information by any means whatsoever, without the prior written consent of the other Party;
- Undertakes to take all necessary measures to prevent their disclosure to third parties; these precautions must be at least equivalent to those taken by each of the parties to ensure the confidentiality of its own Confidential Information;
- Each of the two Parties undertakes not to file in its own name, nor to have filed in the name of third parties, any application for industrial property title to the Confidential Information; and more generally not to claim any intellectual property right over the Confidential Information which constitutes the exclusive property of the other Party.

Each Party remains the sole owner of the intellectual property rights relating to its Confidential

Information; no transfer of rights being made under this Agreement, other than the license provided for herein and relating to the Sifflet Applications.

This section will survive termination or expiration of the Agreement for any reason.

8. Limitation of Liability.

8.1. Guarantee in the event of breach of the Agreement. The Parties guarantee each other against any complaints, claims, actions and/or claims whatsoever that they may suffer because of the violation, by the other Party or any agent under its authority, of any of its obligations under the Agreement, and undertake to release and indemnify the other Party from all costs, charges and / or penalties that it may have to bear as a result.

8.2. Direct damages and limitation of liability for direct damages. The liability of one Party towards the other can only be engaged in compensation for real, direct, personal, and certain damage suffered by the other Party, provided that the latter provides proof that the breach or fault of the other Party is the direct cause of this damage. The Parties shall not be liable to each other for the payment of damages of any kind, direct, material, commercial, financial, or moral, due to the execution of the Agreement, for an amount greater than 100 % (one hundred percent) of the total annual amount excluding tax paid by the Customer to Sifflet under the Agreement during the twelve months preceding the date of occurrence of the damaging event.

8.3. Exclusion of indirect and immaterial damages. Neither Party shall be liable for indirect and immaterial damages, including loss of profits, income, data or use thereof, commercial damage, loss of turnover or profit, loss of customers, production, orders, damage to the image, loss of operation, or loss of an opportunity, in relation to or coming from the Sifflet Applications or not, incurred by the other Party or a third party, even if the possibility of such damage was discussed between the two Parties. It is recalled that the Client is responsible for the adequacy of the Sifflet Applications to his needs, its operation, and the data that it processes through this means.

8.4. Hosting subcontractor. The implementation of the Sifflet Applications is made through the hosting of data in a data center which is owned and operated by a third party; Sifflet will endeavor to protect the Customer against adverse consequences caused by actions or omissions of the hosting subcontractor by strictly enforcing protective legal provisions in its contracts with such subcontractor.

Sifflet declares that it holds all the intellectual property rights over the Sifflet Applications, and that it has not and will not do, by the fact of an assignment to a third party or by any other means, any act likely to

compromise the rights granted by the Agreement, or likely to prevent or interfere with the full enjoyment by the Client of the rights subject to the license by the Agreement (in particular trademark registration, designs and models, etc.), and that nothing, therefore, opposes the conclusion of the Agreement.

9. Indemnity - Infringement warranty.

Sifflet (i) guarantees and will indemnify the Customer against any action, claim or complaint based on the use of all or part of the Sifflet Applications by the Customer, under the terms of the Agreement, that would allegedly infringe any license, trademark, trade secret or any other property right of which a third party would be the holder ("Claim") and (ii) bears all liability, loss, and all costs, damages, costs and reasonable lawyers' fees that may result from such a Claim.

The obligations of Sifflet under this article are subject to the following conditions:

- Sifflet must be informed immediately in writing by the Customer of any Claim;
- The Customer must give Sifflet, expressly, all authority to conduct the defense against any Claim and negotiations to obtain a settlement or a compromise;
- The Customer must provide Sifflet with any assistance necessary to defend itself against the Claim;
- The Claim must not have been caused by actions of the Customer not authorized under the terms of the Agreement.

In the event of a Claim, Sifflet may decide, at its expense and discretion: either to 1/ obtain an appropriate license so that the Customer can continue to use the Sifflet Applications subject of the Claim; or to 2/ replace or modify (in whole or in part) the Sifflet Applications subject of the Claim so that they keep their functionalities and no longer infringe the alleged rights, or to 3/ terminate the Agreement, if Sifflet determines in its sole discretion that no reasonable workaround may be implemented.

The guarantees granted to the Customer under this section are exclusive of any other contractual guarantee, express or implied.

10. Miscellaneous.

10.1. Survival. Any sections related to proprietary rights, payment of fees, confidentiality, indemnification, and limitation of liability shall survive any termination or expiration of this Agreement.

10.2. Electronic Signature; Email Transmission; Counterparts. The Agreement (including an Order Form or SOW) may be executed and delivered by electronic signature, or email and each full reproduction, including reproductions by photocopy or scan, shall be deemed an original. Receipt of any such reproduction or email transmission shall be deemed delivery of an original.

10.3. Assignment. The Agreement shall be binding upon the Parties' authorized successors and assigns. Neither Party shall assign the Agreement, and/or any of its rights and obligations hereunder, without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Notwithstanding the above, Sifflet may assign or transfer the Agreement upon a change of control or pursuant to a sale of all or substantially all of its stock or assets.

10.4. Entire Agreement; Priority. The Agreement constitutes the entire agreement between Customer and Sifflet and governs Customer's use of the Sifflet Applications and Services, and as of the Effective Date supersedes all prior and written agreements, arrangements, communications, and representations. Any term or condition specified in a Customer's purchase order and/or any of Customer's terms and conditions are void and not applicable to the Agreement. If there is any inconsistency among the terms and conditions of the Agreement and an Order Form or Statement of Work, the terms of the Order Form or Statement of Work shall control.

10.5. Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree to replace any invalid provision with a valid provision that most closely approximates the intent and economic effect of the invalid provision.

10.6. Governing Law, Jurisdiction. The Agreement will be governed by the laws of France, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Any dispute relating to the Agreement shall be brought before the courts of the jurisdiction of the Court of Appeal of Paris (France); this attribution of jurisdiction shall be applied in any situation, in particular in the event of a dispute relating to the pre-contractual phase or in the event of urgent or conservatory proceedings, notwithstanding multiple defendants or calls for guarantees.

10.7. Waiver. The waiver by either party of a breach of any provision of the Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

10.8. Force Majeure. Except for payment obligations, the Parties agree that force majeure occurs when an event beyond the control of a Party, which could not reasonably be foreseen at the time of the conclusion of the Agreement, and the effects of which cannot be avoided by appropriate measures, prevents the performance of its obligation by that Party. If the impediment is temporary, performance of the obligation shall be suspended, unless the resulting delay justifies termination of the Agreement. If the impediment is permanent, the Agreement shall be terminated, and the Customer shall owe Sifflet payments for the period during which the Sifflet Applications and Services were available. The Parties expressly agree that, in addition to the hypotheses retained by French jurisprudence, the following cases constitute force majeure: failure of communication networks, inability to obtain instructions or information from the other Party in a timely manner, government action, fire, storms, floods or other natural disasters, provided that the Party seeking to invoke these circumstances informs the other Party in writing and makes reasonable efforts to overcome them.

10.9. Amendments. Any modification or variation of this Agreement shall not be effective unless it is in writing, refers specifically to this Agreement, and is duly executed by each of the Parties.

10.10. Publicity. Sifflet may include Customer's name and logo in its marketing communications, regardless of format or media.

10.11. Independent Contractors. Each Party's relationship to the other Party is that of an independent contractor, and neither Party is an agent or partner of the other. Neither Party will have, nor represent to any third party that it has, any authority to act on behalf of the other Party.

10.12. Personal Data. Each Party undertakes to comply with its obligations under relevant applicable data protection laws, principles and agreements. To the extent that personal data is processed when Sifflet provides the Services and makes available the Sifflet Applications to the Customer, the Parties acknowledge that Sifflet is a data processor and the Customer is a data controller and the Parties shall comply with their respective obligations under applicable data protection law. Where Sifflet collects and processes personal data of the Customer, as a data controller, when providing the Sifflet Applications or Services to the Customer, such collection and processing shall be in accordance with applicable data protection law.

10.13. Notices. Notices will be only validly served pursuant to this Agreement where the notice has been sent by tracked delivery with acknowledgement of receipt (and if by email, if it is sent with acknowledgement of receipt and if it is acknowledged in writing by the other Party). Any notice provided

to Customer pursuant to this Agreement shall be sent to Customer's address in the Order Form. Any notice provided to Sifflet pursuant to this Agreement shall be sent to Sifflet, 149 avenue du Maine, 75014 Paris, France, or via email at [insert email address].

Service Level Agreement

Customer undertakes to declare to Sifflet any anomaly that is not attributable to the use of the Solution in conditions that do not comply with the instructions and information provided by Sifflet, as soon as possible, by any means, and in particular by e-mail.

The Customer undertakes to describe as precisely as possible the anomaly encountered and the circumstances in which it occurred. The Parties agree to proceed together to classify a fault as a minor, major or critical fault, in accordance with the definitions of these notions stipulated below.

As soon as Sifflet receives the notification of the anomaly sent by the Customer, Sifflet will mobilise the necessary means to correct the anomaly within the following deadlines, counted in business hours and business days:

- In the event of a "minor" anomaly, understood as any anomaly making it impossible for the Customer to use one or more non-essential functionalities of the Solution, and affecting a small number of users, or having a negligible impact for the Customer, Sifflet will make its best efforts to correct the anomaly during the next update of the Solution.
- In the event of a "major" anomaly, understood as any anomaly reducing the use of the Solution by preventing the use of some of its functionalities or reducing its performance and affecting certain users, in cases where the Customer has a short-term, non-sustainable workaround: if the Customer can continue to use the Solution without major difficulty, the Parties will determine by mutual agreement a timetable for solving the problem.
- In the event of a "critical" anomaly, understood as any critical anomaly affecting all users, for which there is no workaround solution, Sifflet will resolve the anomaly within 72 working hours of receiving notification of the anomaly.

The Parties agree that any intervention that is similar to maintenance but whose necessity is caused by a use of the Solution that does not comply with Sifflet's instructions will be invoiced after presentation of a quotation to the Customer.