

NAVEE'S GENERAL TERMS AND CONDITIONS FOR AWS MARKETPLACE

Last update: June 2024

The purpose of this document (these “**Terms of Service**”) established by Navee SAS, a French company registered under number 844 840 728 RCS Nanterre, with a place of business at 6 rue des Bateliers, 92110 Clichy (France) (“**Navee**”), is to define the terms and conditions under which Navee will provide to the Party subscribing to the Services via the AWS Marketplace (“**Client**”).

The offer of Services pursuant to these Terms of Service, and Client's purchase of the corresponding subscription, constitutes each Party's respective acceptance of these Terms of Service and their entry into this Agreement, and this Agreement will become effective on the date of Client's purchase of the corresponding subscription.

Navee reserves the right to modify these Terms of Service from time to time, in its sole discretion. Unless otherwise specified by Navee, changes become effective for Client upon renewal of Client's current Term or entry into a purchase order. Navee will use reasonable efforts to notify Client of the changes through communications via Client's account, email or other means. Client may be required to click to accept or otherwise agree to the modified Terms of Service before renewing the Agreement or entering into a purchase order, and in any event continued use of the Services after the updated version of these Terms of Service goes into effect will constitute Client's acceptance of such updated version. If Navee specifies that changes to the Terms of Service will take effect prior to Client's next renewal or order (such as for legal compliance or product change reasons) and Client objects to such changes, Client may terminate the Agreement and receive as its sole remedy a refund of any Fees Client has pre-paid for use of the applicable Services for the terminated portion of the Agreement, commencing on the date notice of termination was received.

Except for the Terms of Service which may be amended by Navee pursuant to the procedure defined above, the Agreement shall not be modified or amended except by written amendments signed by duly authorized representatives of the Parties.

1. DEFINITIONS

In these Terms of Service, save where the context otherwise requires, the following words and expressions have the following meaning.

“**Agreement**” means these Terms of Service and its schedules, together with the Product Listing.

“**Authorized User**” means any employee of Client who is authorized to use the Services.

“**AWS Marketplace**” means the marketplace operated by Amazon Web Services, Inc., which is currently located at <https://aws.amazon.com/marketplace/>, as it may be updated or relocated from time to time.

“**Business Day**” means a weekday (Monday through Friday) or a day on which normal business is conducted, excluding bank and other public holidays in France.

“**Client**” means the Party subscribing to the Services via the AWS Marketplace.

“**Client Data**” means any proprietary or confidential content, information, data and materials of any kind, which is provided by or for Client to Navee in connection with its provision of the Services.

“**Navee Materials**” means the Services, Platform and all Documentation, and any and all related and underlying technology and documentation and any derivative works, modifications or improvements of any of the foregoing (even if the derivative works were created as part of the Services, to the extent such derivative works do not incorporate any Client's Confidential Information and/or Client Data), including as may incorporate Feedback, and more generally all information and materials, including computer software, data models, trained algorithms, analysis and other work products, provided to Client by Navee or otherwise used by Navee in connection with the Services, that Navee developed or acquired prior to or independently of this Agreement.

“**Documentation**” means any and all user guides and manuals, training materials, and other technical requirements applicable to the Services and Platform, including online help, as updated and amended from time to time.

“**Effective Date**” means the date of execution of the Agreement.

“**Fees**” means all fees payable by Client to Navee under the Agreement.

“**Initial Term**” has the meaning provided in Section 16.1.

“**Intellectual Property Rights**” means (i) copyrights (including author's rights, rights in computer software and other neighboring rights), rights in designs (including registered designs and design rights), trademarks, service marks, logos, trade or business names, brand names, domain names and URLs, rights in trade secrets, know-how and confidential and undisclosed information (such as inventions, whether patentable or not), rights in patents, database; (ii) all registrations or applications to register, renew and/or extend any of the items referred to in (i) above; and (iii) any other rights of a similar nature, however designated, whether registrable, registered or not, in any country.

“**Party/ies**” means Navee and/or the Client, as appropriate.

“**Platform**” means Navee's proprietary application software and/or website, including all modules, functions, features, databases identified in the Product Listing, or otherwise generally made available by Navee to its customers, and all technology resources and infrastructure supporting the Services.

Navee

The Platform includes all updates, releases, improvements, and corrections to the Platform.

“Product Listing” means the description of Services and other information listed on the AWS Marketplace and offered by Navee.

“Renewal Term” has the meaning provided in Section 16.1.

“Service Capacity” means the amount of Service that Client is authorized to use (number of API calls, number of Websites moderated, etc.) under the Agreement.

“Services” means the services that are subscribed to by Client under the Agreement.

“Support” means the provision of technical assistance by Navee to Client for issues related to the performance of the Platform.

“Term” means the Initial Term and any Renewal Term(s).

“Terms of Service” means these General Terms and Conditions.

“Websites” means all the social media, e-commerce platforms, marketplaces and standalone websites, including those agreed on between Navee and Client, monitored by Navee in connection with its provision of the Services.

2. NAVEE GENERAL OBLIGATIONS

2.1. Duty to Advice. Navee, in keeping with its obligation to inform and advise its customers, has provided Client with a demonstration and/or the Documentation presenting the Services to Client. Client acknowledges having (i) received all the prerequisites, information, advice and warnings necessary for the implementation and functional and technical use of the Services and been sufficiently informed of the Services; (ii) had sufficient time to review and understand the documentation and presentation of the Services, to enter into this Agreement knowingly; (iii) assessed and determined that the Services are suitable for its particular needs and constraints, it being specified that the Services are provided "as is" without any customization to the Client's particular needs; and (iv) the required skills and taken the necessary time to make such assessment and determination.

2.2. Provision of Services. Navee shall provide the Services to Client in accordance with the terms and conditions of the Agreement. Unless expressly provided otherwise, Navee will be responsible for: (i) hosting, operating, maintaining, and supporting the Platform; (ii) providing standard Support at no additional charge; and (iii) making available and implementing upgrades, enhancements, and error corrections when such upgrades, enhancements and error corrections are generally made available.

3. SAAS SERVICES

3.1. Access. During the Term and subject to Client's payment in full of the Fees, Navee grants Client a limited, non-exclusive, non-transferable, and non-sublicensable right to permit the Authorized Users to access and use the Navee Materials solely for Client's own benefit and

internal business use, and in accordance with the terms and conditions of this Agreement, the Documentation and any scope of use restrictions designated in the Agreement.

3.2. Limitations on Use. Client shall not, and shall not permit any Authorized User or other persons to: (a) use the Navee Materials for any purpose other than its intended purpose and the scope of use set forth in the Agreement; in particular, Client shall not use the Navee Materials to build a product or service that is competitive with the Services, or to provide, or incorporate the Navee Materials into, any product or service provided to a third party; (b) sell, rent, lease, provide access to or sublicense the Navee Materials to a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of the Platform, except to the extent expressly permitted by applicable law (and then only upon advance notice to Navee); (d) remove or obscure any proprietary or other notices contained in the Navee Materials; (e) attempt to interfere with or compromise the integrity, performance, or security of the Platform, including but limited to attempting to test the vulnerability of the Platform or any of Navee systems or network used in the provision of the Services, or attempt to breach Navee security measures, by any means; Navee reserves the right, without liability or prejudice to its other rights under the Agreement, to disable any account or access to all or any part of the Platform by any Authorized User, for any breach of any provision of this Section 3.2.

3.3. Verifications. Client acknowledges and agrees that Navee has the right (but not the obligation) to monitor Client's use of the Navee Materials to ensure compliance with the Agreement.

3.4. Security. Navee will take commercially reasonable measures to protect Client Data. Navee and/or its suppliers will be entitled to incorporate into the Navee Materials technical measures to protect the Navee Materials. Client will not be allowed to remove and/or by-pass these security measures.

4. SERVICE LEVEL

Navee shall provide the Services in accordance with the terms of Navee's Support Policy and Service Level Agreement attached as Schedule A.

5. CLIENT RESPONSIBILITIES

5.1. Client shall use the Services only in accordance with these Terms of Service and in compliance with all applicable laws and regulations.

5.2. Client is solely responsible (and Navee will bear no responsibility or liability) for: (a) Authorized Users' compliance with this Agreement; (b) providing the Client Data to Navee as necessary to provide the Services; (c) the accuracy, content, and lawfulness of all Client Data; (d) obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services; (e) Client's use and interpretation of the reports or outputs/results generated through the Platform and any decisions made by Client and others based on such reports and outputs/results; (f) ensuring that each Authorized User will keep a secure password for his or her use of the Platform, that such password will be changed frequently and that each such Authorized User will keep his or her password confidential; (g) any and all actions taken using

Client's accounts and passwords; and (g) backing up its own system, Client Data and any content downloaded from the Platform. Client shall notify Navee promptly upon learning of any unauthorized access or use of Client's accounts or passwords, or any other breach of security.

6. PROPRIETARY RIGHTS

6.1. Navee Materials. The Navee Materials are and shall remain vested in Navee or its licensors, which shall retain all Intellectual Property Rights therein. For the exclusive purpose of access and use of the Services by Client, Navee hereby grants to Client a nonexclusive, fully paid up and royalty-free license on Navee Materials for the Term of the Agreement.

6.2. Client Data. As between the Parties, Client will retain all right, title and interest (including any and all Intellectual Property Rights) in and to the Client Data. Subject to the terms of this Agreement, Client grants to Navee, during the Term, a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify and display the Client Data solely to the extent necessary to provide and support the Services to Client.

6.3. Return of Client Data. Upon request of Client within thirty (30) days after the effective date of termination or expiration of the Agreement, Navee will make Client Data available for export or download in such format as decided by Navee. Any other format required by Client will be subject to a prior quotation. After such period, Navee will have no obligation to maintain or provide these data and will therefore delete or destroy all copies of these data in its systems or otherwise in its possession or control, unless legally prohibited.

6.4. Aggregated Data. Notwithstanding anything to the contrary herein, Client agrees that Navee may obtain and aggregate technical and other data about Client's use of the Services that is non-personally identifiable with respect to Client ("**Aggregated Data**"), and Navee may use the Aggregated Data and combine it with information obtained from other sources to analyze, improve, enhance, support and operate the Services and otherwise for any business purpose during and after the Term of this Agreement, including without limitation to generate industry benchmark or best practice guidance, recommendations or similar reports for distribution to and consumption by Client and other Navee customers. For clarity, this Section 6.4 does not give Navee the right to identify Client as the source of any Aggregated Data. With the exception of Client Data and Client Confidential Information, the Parties agree that Navee owns all right, title and interest in Aggregated Data and other information obtained through the Services.

6.5. Deliverables. Any deliverables specifically prepared for Client (excluding any derivative works to the Navee Materials), such as reports, will be the property of Client, and Navee agrees to assign and hereby does assign to Client any and all of its rights in such deliverables. Any deliverable not assigned to Client is hereby licensed to Client as if it were part of the Navee Materials.

6.6. Feedback. At its option, Client may provide feedback or suggestions about the Services to Navee ("**Feedback**"). If Client provides Feedback, then Navee may use that Feedback without restriction and without obligation to Client.

7. FINANCIAL TERMS

7.1. Fees. Client will pay all Fees due under the Agreement. Unless otherwise stated, all Fees shall be payable in Euros. All Services provided are non-refundable once delivered during the engagement period. By purchasing the Services, the Client acknowledges and agrees to this policy.

7.2. Invoicing and Payment. Fees will be invoiced in advance. Unless otherwise stated, Client shall pay Navee the Fees within thirty (30) calendar days of invoice issuance date, by wire transfer at the sole cost of Client. Client is responsible for providing complete and accurate billing and contact information to Navee and notifying Navee of any changes to such information.

7.3. Late Payment. Without prejudice to any other rights Navee may have, in the event of payments not received from Client by the due date: (a) any sum due to Navee will bear automatic late payment interest, starting on the day after the payment period's expiry date at three (3) times the rate of the statutory interest for commercial transactions. In addition, pursuant to Articles L. 441-10 and D. 441-5 of the French commercial Code, Client shall pay a fixed allowance of forty (40) euros for recovery costs per invoice notwithstanding Navee's right to request additional compensation should its debt recovery costs exceed this fixed compensation; and (b) Navee may suspend the provision of the Services until all outstanding amounts have been received or Client has provided proof of having initiated payment.

7.4. Payment Disputes. In the event Client disputes in good faith the amount of a given invoice, it shall promptly notify Navee of such dispute in writing within a reasonable period of time not to exceed one (1) month of Navee's delivery of an invoice. The Parties shall attempt to resolve such dispute immediately and amicably.

7.5. Taxes. All Fees are exclusive of value added tax (VAT) and/or any other applicable taxes or charges, which shall be added to Navee's invoice(s) at the appropriate rate. To the extent Client is subject to any state sales tax exemption(s), Client shall provide Navee with all necessary sales tax exemption documentation and take all such other actions as may be necessary or advisable to cause the purchase of the Services by Client not to give rise to sales tax liability. Unless an appropriate exemption certificate is provided to Navee upon execution of this Agreement and signed and dated where required, Client shall be charged and invoiced sales taxes as applicable. For the avoidance of doubt, Client shall not be responsible for any payment of taxes based on Navee's net income, payroll, or property.

7.6. Price Revision. Navee reserves the right to increase the Fees to any Renewal Term upon forty-five (45) days' written notice to Client prior to renewal.

8. CONFIDENTIALITY

8.1. Confidential Information. During the Term, each Party ("**Disclosing Party**") will provide the other Party ("**Receiving Party**") with information and documents concerning its business operations ("**Confidential Information**"). Confidential Information shall include: (a) all information identified as confidential, restricted or proprietary by either Party at the time of disclosure,

whether disclosed in writing or orally; (b) any other information that is treated as confidential by the Disclosing Party and would reasonably be understood to be confidential, whether or not so marked or disclosed orally; (c) any and all non-public information belonging or relating to third party suppliers or subcontractors of either Party, if marked as proprietary and confidential, which information shall be and remain proprietary to, and the confidential information of, such suppliers or subcontractors; (d) all such information disclosed prior to the Effective Date and during the Term; (e) the terms and conditions of this Agreement, including pricing and financial data, the discussions, negotiations and proposals from one Party to the other and any invoices and service records; (f) without limitation, all information and materials (in any medium), respecting, comprising, describing, embodying or incorporating the services, products, strategic, business and financial plans, customer lists and software code of the Disclosing Party, including in each case, any trade secrets and other proprietary ideas, concepts, know-how, methodologies and information described in any of the foregoing categories, whether or not incorporated in materials produced by a Party in connection with this Agreement or any other agreement between the Parties hereto. For the avoidance of doubt, Navee's Confidential Information includes the Navee Materials; Client's Confidential Information includes the Client Data; information collected online by Navee in the course of providing the Services shall not be considered as Confidential Information.

8.2. Limitations on Use and Disclosure. During the Term and for a period of five (5) years thereafter, each Party agrees to maintain in strict confidence all Confidential Information of the other Party. No Party shall, without obtaining the prior written consent of the Disclosing Party, use the Disclosing Party's Confidential Information for any purpose other than for the performance of its duties and obligations under this Agreement and for provision of other services to the Disclosing Party. With respect to any Confidential Information that constitutes a trade secret (as determined under applicable laws), such restrictions on disclosure and use shall survive the termination, expiration or non-renewal of this Agreement for as long as such Confidential Information remains a trade secret.

8.3. Disclosure of Confidential Information to Employees and Others. Notwithstanding Section 8.2, the Receiving Party may disclose Confidential Information to (a) its employees and, in the case of Navee, its contractors, on a need-to-know basis; and (b) legal counsel, provided that the Receiving Party has taken reasonable steps to ensure that such Confidential Information is kept strictly confidential in accordance with the confidentiality obligations imposed hereunder, including instructing such individuals not to use outside their scope of employment or engagement or reveal any Confidential Information without the consent of the Disclosing Party.

8.4. Exceptions. The confidentiality obligations set out in this Section 8 shall not apply to any Confidential Information or any portion thereof, regarding which the Receiving Party can prove that at the date of the disclosure it is (a) public knowledge or becomes subsequently public knowledge through no fault from the Receiving Party; (b) already known to the Receiving Party prior to its

disclosure by the Disclosing Party or a third party having the right to disclose it; (c) lawfully acquired from a third party having the right to disclose it after having entered into this Agreement; or (d) developed by the Receiving Party or its employees independently and without breach of any confidentiality obligations.

8.5. Required Disclosures. The confidentiality obligations imposed by this Section 9 do not apply to the extent that Confidential Information must be disclosed pursuant to a court order or as required by any regulatory agency or other government body of competent jurisdiction. The Receiving Party ordered to disclose the Disclosing Party's Confidential Information shall notify the Disclosing Party immediately upon receipt of such an order to disclose and use its best efforts to resist, or to assist the Disclosing Party in resisting, such disclosure and, if such disclosure must be made, to obtain a protective order or comparable assurance that the Confidential Information disclosed shall be held in confidence and not be further disclosed absent the Disclosing Party's prior written consent. This Section is not intended to limit either Party's ability to satisfy any governmentally required disclosure of its relationship with the other Party.

8.6. Return or Destruction of Confidential Information. The Parties agree that upon the expiration or termination of this Agreement, and at any other time upon the written request of a Disclosing Party, the Receiving Party shall, within thirty (30) days, return it to the Disclosing Party, or, with the Disclosing Party's written consent, shall promptly destroy it and shall further provide the Disclosing Party with written certification of same. The Receiving Party will not be obligated to destroy electronically stored Confidential Information to the extent that it is contained in an archived computer system backup in accordance with its security or disaster recovery procedures so long as such data or records, to the extent not permanently deleted or overwritten in the ordinary course of business, are not accessible in the ordinary course of business or used except as required for backup or data recovery purposes.

9. PUBLICITY

9.1. Navee is authorized to use and/or reproduce Client's distinguishing signs (corporate name, commercial name, logos and trademarks) on its website and other advertising and marketing materials solely to reference Client as a customer of Navee. Client also agrees to participate in relevant case study agreed upon with Navee and provide a testimonial upon the successful deployment of the Services if requested by Navee.

9.2. The Parties shall work together in good faith to issue at least one mutually agreed upon press release within ninety (90) days of the Effective Date.

10. PROTECTION OF PERSONAL DATA

10.1. Under the Agreement, each Party processes, on its own behalf, as a separate and independent controller, personal data for its own purposes relating to the management of the commercial relationship with the other Party. Navee and the Client, both in their capacity of autonomous controllers, undertake to process personal data in compliance with applicable data protection laws. Without limiting the foregoing, each Party undertakes to provide the relevant data subjects with adequate information

notice. Therefore, each Party agrees to communicate to its own personnel, the privacy notice of the other Party. Navee's privacy notice may be found at https://navee.com/privacy_policy.html.

- 10.2.** To the extent Navee processes personal data on behalf of Client, the Parties shall comply with the provisions of Schedule B "Data Processing Agreement" and acknowledge that such dispositions shall prevail over any obligation or article regarding personal data protection included in this Agreement.

11. WARRANTIES

- 11.1. General.** Each Party represents and warrants to each other that: (a) it is a business duly incorporated, validly existing, and in good standing under the laws of its state of incorporation; (b) it has all requisite corporate power, and authority to execute, deliver, and perform its obligations under the Agreement; (c) the execution, delivery, and performance of the Agreement has been duly authorized by it and the Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles; and (d) it shall comply with all applicable laws and regulations applicable to the performance by it of its obligations under the Agreement and shall obtain all applicable permits, consents and licenses required of it in connection with its obligations under the Agreement.

- 11.2. Navee Warranties.** Navee warrants to Client that:

11.2.1. it, or its licensor(s), hold all Intellectual Property Rights to the Navee Materials, and that, to its knowledge, the Navee Materials does not infringe any prior Intellectual Property Rights of any third party; and

11.2.2. during the Term, the Platform will operate in substantially conformity with the applicable Documentation. The warranty in this paragraph will not apply to performance issues caused by (a) factors outside of Navee's reasonable control; (b) any improper actions or inactions of Client, or any third parties under Client's control; (c) Client Data; (d) Client's operating environment or equipment; or (e) third party software requested by Client to be integrated with the Platform. Navee's sole liability (and Client's sole and exclusive remedy) for any breach of this warranty will be, at no charge to Client, for Navee to use commercially reasonable efforts to correct the reported non-conformity, or if Navee determines such remedy to be impracticable, either Party may terminate the Agreement and Client will receive as its sole remedy a refund of any Fees Client has pre-paid for use of such Services for the terminated portion of the Agreement. The limited warranty set forth in this Section 11.2.2 will not apply: (i) unless Client makes a claim within thirty (30) days of the date on which Client first noticed the non-conformity, (ii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (iii) to use provided on a no-charge, trial or evaluation basis.

- 11.3. Disclaimer.** Except for the limited warranty in Section 11.2.2, all Services are provided "as is". Navee expressly disclaims, on its own behalf and on behalf of its suppliers, hosting providers and licensors, all express, implied and statutory warranties other than the one set out in this Section 11, except those for which the exclusion is prohibited under applicable laws. Navee does not warrant that any of the Services, Navee Materials and outputs/results generated from use of the Navee Materials will meet Client's requirements or that the use of any of the Services and Navee Materials will be error free or without interruption. Navee cannot and does not guarantee the privacy, security, integrity, or authenticity of any information transmitted over or stored in any system connected to the Internet or that any such security measures will be adequate or sufficient. Client acknowledges that while Navee may be capable of covering all Websites, Navee does not have any obligation to cover all Websites and may elect to prioritize certain Websites over others if Navee determines in its reasonable discretion that covering certain Websites first is critical in providing the Services or otherwise performing its obligations hereunder. Client acknowledges that the Services are performed at Client's instruction and subject to matters outside of Navee's control (including, without limitation, Websites' terms of use). Navee will not in any respect be liable for the accuracy, completeness, usefulness or availability of any of the output/results generated through use of the Platform.

12. LIABILITY

- 12.1.** Navee shall have no liability for breach of its obligations to the extent caused by a force majeure event, the Client or a third party.
- 12.2.** Nothing in this Agreement shall exclude or limit the liability of either Party for (a) death or personal injury, or loss of or damage to tangible property; (b) gross negligence ("*faute lourde*") or willful misconduct ("*dol*"); (c) breach of their confidentiality obligations under this Agreement; or (d) any other cause of action which cannot be limited or excluded under applicable laws.
- 12.3.** Navee shall not under any circumstances whatsoever be liable to Client for any loss of profit, loss of contracts, loss of business opportunities, loss of revenue, loss of operation time, loss of operational effectiveness, loss of anticipated savings or loss of use of any equipment or process, loss or damage to goodwill and or similar losses or corruption of data or information, pure economic loss or for any indirect loss howsoever arising under this Agreement.
- 12.4.** Subject to the foregoing, the total aggregate liability of Navee arising under or in connection with this Agreement shall not exceed an amount equal to the Service Fees paid to Navee for the Services that gave rise to the claim during the twelve (12) months before the liability arose.
- 12.5.** The Parties acknowledge that the prices and fees in the Agreement reflect the distribution of risks under the Agreement and the economic balance sought by the Parties, and that the Agreement would not have been concluded under these conditions without the liability limitations set out above. The Parties expressly agree that the foregoing liability limitations shall survive termination of the Agreement.

13. INSURANCE

Each Party declares that it has taken out and will maintain in force at its own cost, throughout the Term of this Agreement, all appropriate insurance policies with reputable insurers with a limit of coverage sufficient to cover the potential liabilities that it may have to the other Party.

14. FORCE MAJEURE

14.1. Except for Client's payment obligations, neither Party will be liable, nor will any credit allowance or other remedy be provided, for any delay or failure in performing its obligations under this Agreement if such delay or failure is caused by a force majeure event, as defined in Article 1218 of the French Civil Code and considered as such under French case law ("**Force Majeure Event**").

14.2. If a Force Majeure Event occurs, the affected Party must notify the other Party immediately in writing of the occurrence of the Force Majeure Event, its likely duration, and anticipated impact on the affected Party's ability to fulfill its obligations hereunder and take all reasonable steps to mitigate the consequences of the Force Majeure Event.

14.3. If such Force Majeure Event continues for more than thirty (30) calendar days from the date of the notification either Party is entitled to terminate this Agreement, in whole or in part, with immediate effect and without incurring any liability or having to pay any fees, damages or compensation whatsoever, by giving notice to the other, by registered letter with acknowledgement of receipt.

15. SUSPENSION

15.1. Service Capacity. If Client's use of the Services reaches the Service Capacity, the relevant Service will automatically be cut off so as not to incur any additional costs.

15.2. Breach. Without prejudice to any other rights and remedies available to Navee, Navee may immediately suspend the accounts (in whole or in part), and any Authorized User's right to access and use the Services without giving prior notice to the Client, if: (a) the Client is in material or persistent breach of any of the terms of the Agreement; or (b) in Navee's reasonable determination, the Client is suspected of being in material breach of any of the terms of the Agreement. Navee will attempt to contact Client prior to or contemporaneously with any such suspension; provided, however, that Navee's exercise of the suspension rights herein will not be conditioned upon Client's receipt of any notification. Client agrees that Navee will not be liable to Client if Navee exercises its suspension rights as permitted by this Section. Upon determining that the unauthorized conduct leading to the temporary suspension has ceased to Navee's reasonable satisfaction, Navee will reinstate access to, and use of, the Services.

16. TERM AND TERMINATION

16.1. Term. The Agreement shall come into force on the Effective Date and remain in force for the Term, unless terminated earlier in accordance with this Section. Except as stated otherwise, the Agreement is concluded for an initial service period of twelve (12) months ("**Initial**

Term") and will automatically renew for successive renewal terms equal in length to the Initial Term (each a "**Renewal Term**") unless either Party gives written notice of nonrenewal at least thirty (30) days prior to the end of the then-current Term.

16.2. Termination. Either Party may, at its option, terminate the Agreement in the event of a material breach by the other Party, provided that: (a) such termination may be effected only through a written notice to the other Party, specifically identifying the breach or breaches on which such notice of termination is based, (b) such other Party will have thirty (30) days to cure such breach or breaches, and (c) the Agreement will terminate automatically without further notice in the event that such cure is not made within such thirty (30) day period.

16.3. Effect of Termination. Upon termination of the Agreement for any reason: (a) all rights and licenses granted to Client under the Agreement shall immediately terminate; (b) Client will immediately cease use of any Navee Materials; (c) Client will pay any accrued amounts owed to Navee under the Agreement; and (d) Client and Navee will each return to the other or destroy all Confidential Information, documents, and other records of the other, including archive copies.

Termination of the Agreement for whatever reason shall not affect any rights or remedies of the Parties that have accrued up to the date of termination.

Any provision of the Agreement that expressly or by implication is intended to come into force or continue in force on or after termination of the Agreement shall survive and continue in full force and effect.

17. MISCELLANEOUS

17.1. Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

17.2. Assignment. This Agreement is not assignable, transferable or sub-licensable by Client except with Navee's prior written consent. Navee may transfer and assign any of its rights and obligations under this Agreement without consent.

17.3. Entire Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.

17.4. Relation of the Parties. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client does not have any authority of any kind to bind Navee in any respect whatsoever.

17.5. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery

by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

17.6. Governing Law. This Agreement shall be governed by the laws of France without regard to its conflict of laws provisions.

17.7. Disputes. All disputes arising out of, or in connection with, the signature, validity, interpretation, and performance of this Agreement that the Parties cannot resolve amicably, shall be submitted to the exclusive jurisdiction of the courts of Paris (France), provided that Navee may apply to any court of competent jurisdiction to defend its Intellectual Property Rights.



EXHIBIT A
Support Policy and Service Level Agreement

This Support Policy and Service Level Agreement (“SLA”) describes the support and service levels that apply to the Services.

1. Support

Navee will provide technical Support to Client via both telephone and email on weekdays between the hours of 9:00 am to 5:00 pm CET, excluding bank and other public holidays in France (“**Support Hours**”). Navee provides technical Support in French and English.

Client may initiate a support ticket by calling +33 9 71 08 03 71 or sending an email to support@navee.co.

When a support request is submitted, Navee will use commercially reasonable efforts to provide the first response within two (2) business days.

2. Platform Availability

Navee undertakes to do its utmost to maintain the Services by minimizing errors and interruptions in the Services and must provide the Services in a diligent and professional manner. Services may be temporarily and exceptionally unavailable for maintenance purposes, by Navee or third parties, or due to a technical malfunction of the Software. In any event, Navee shall inform the Client without delay by letter or e-mail of any foreseeable interruption of service for maintenance purposes and the reasonably foreseeable period of unavailability.

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EXHIBIT B **Data Processing Agreement**

This Data Processing Agreement and its appendices (the “**DPA**”) forms part of the Agreement entered into by and between Client and Navee, to reflect the Parties’ agreement with respect to the processing of Personal Data by Navee on behalf of Client.

This DPA is effective upon the Agreement Effective Date and shall apply for as long as Navee processes Personal Data on behalf of Client.

In case of any conflict or inconsistency with the terms of the Terms of Service, this DPA will take precedence over the terms of the terms of the Terms of Service to the extent of such conflict or inconsistency.

1. Definitions

Capitalized terms not otherwise defined in this DPA will have the meaning as set forth in the Terms of Service.

“**Auditability Period**” means the period during which Client may exercise its right to audit as provided in Section 12 of this DPA. The auditability period shall begin on 01/07 and end on 31/08 of each year.

“**Client Personal Data**” means Personal Data processed by Navee on behalf of Client under the Agreement.

“**Data Protection Laws**” means all laws and regulations applicable to the processing of Client Personal Data under the Agreement, including without limitation, Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the Processing of Personal Data and on the free movement of such data (General Data Protection Regulation) (“**GDPR**”), together with any applicable national implementing laws in any EU Member State, in each case as amended, repealed, consolidated or replaced from time to time.

“**EEA**” means the European Economic Area.

“**EU**” means the European Union.

“**Personal Data Breach**” means any incident leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Client Personal Data. Personal Data Breach will not include unsuccessful attempts or activities that do not compromise the security of Client Personal Data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks, and other network attacks on firewalls or networked systems.

“**Standard Contractual Clauses**” means the standard contractual clauses annexed to the European Commission’s Decision (EU) 2021/914 of 4 June 2021 available at https://commission.europa.eu/publications/standard-contractual-clauses-international-transfers_en, as may be amended, superseded or replaced from time to time.

“**Sub-Processor**” means a third party engaged by Navee as another Processor under this DPA to process Client Personal Data in order to provide parts of the Services.

The terms “**Personal Data**”, “**Data Subject**”, “**processing**”, “**Controller**” and “**Processor**” as used in this DPA have the meanings given in the GDPR.

2. Scope, Role of the Parties and Details of Processing

2.1. This DPA applies to any processing of Client Personal Data by Navee subject to Data Protection Laws.

2.2. Client and Navee agree and acknowledge that with respect to the processing of Client Personal Data on behalf of Client:

- a) Navee is the Processor of such Client Personal Data and Client is the Controller;
- b) The subject matter and details of the processing are described in Appendix 1 to this DPA.

3. Obligations of Client

3.1. Client shall comply with its obligations as a Controller under Data Protection Laws in respect of its processing of Client Personal Data.

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- 3.2. Client shall be solely responsible for ensuring that its instructions to Navee regarding the processing of Client Personal Data comply with applicable laws, including Data Protection Laws.
- 3.3. Client shall immediately inform Navee if Client detects any errors or irregularities in the data processing operations which affect compliance with Data Protection Laws.

4. Processing of Client Personal Data on behalf of Client

- 4.1. Navee shall only process Client Personal Data for the purposes described in this DPA or as otherwise agreed within the scope of Client's documented and lawful instructions, except where and to the extent otherwise required by applicable laws (the "**Permitted Purposes**").
- 4.2. The Parties agree that the Agreement (including this DPA) constitutes Client's complete instructions to Navee in relation to the processing Client Personal Data. Any additional instruction from Client must be made in writing, specifying the purpose concerned and the operation to be carried out, being understood that the implementation of any additional instruction may be conditional on Client's acceptance of the corresponding estimate issued by Navee.
- 4.3. Navee shall immediately inform Client if, in its opinion, an instruction of Client infringes Data Protection Laws. Navee may, without any kind of liability to Client, temporarily cease all processing of the affected Client Personal Data (other than securely storing such data) until such time as Client issues new instructions with which Navee is able to comply.

5. Navee Personnel

- 5.1. Navee personnel are required to conduct themselves in a manner consistent with the company's guidelines regarding confidentiality, business ethics, appropriate usage, and professional standards. Navee conducts reasonably appropriate background checks to the extent legally permissible and in accordance with applicable local labor law and statutory regulations.
- 5.2. Personnel are required to execute a confidentiality agreement and must acknowledge receipt of, and compliance with, Navee's confidentiality and privacy policies. Personnel handling Client Personal Data are provided with security training. Navee's personnel will not process Client Personal Data without authorization and always on a need-to-know basis.

6. Security

- 6.1. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Navee shall implement and maintain appropriate technical and organizational measures to protect Client Personal Data, as described under Appendix 2 to this DPA (the "**Security Measures**").
- 6.2. Client acknowledges and agrees that the Security Measures provide a level of security appropriate to the risk in respect of Client Personal Data.
- 6.3. Navee may update the Security Measures from time to time provided that such updates do not materially decrease the overall protection of Client Personal Data.
- 6.4. Client acknowledges that the Services are not designed, intended, or authorized to process special categories of Personal Data ("**Sensitive Data**"). The extent of any submission of Sensitive Data is determined and controlled by Client in its sole discretion and at its own risk.

7. Sub-processing

- 7.1. Client agrees that Navee may engage Sub-Processors to process Client Personal Data on Client's behalf.
- 7.2. The Sub-Processors currently engaged by Navee and authorized by Client are listed in Appendix 3.
- 7.3. Navee shall inform in writing Client of any intended changes of that list through the addition or replacement of Sub-Processors at least ten (10) Business Days in advance, thereby giving Client sufficient time to be able to object to such changes prior to the engagement of the concerned Sub-Processor(s). Client has the right to object to such changes for reasons relating to the protection of Personal Data intended to be processed by such Sub-Processor by providing a written notice to Navee at [email address], listing all specific legitimate gaps

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allegedly preventing the use of such Sub-Processor by Navee, within five (5) Business Days after receipt of Navee's notice. Failure to object to such new Sub-Processor in writing within such time period shall be deemed as acceptance of the new Sub-Processor by Client.

- 7.4. In the event Client reasonably objects to a new Sub-Processor, as permitted in clause 7.3, Navee shall have the right to cure the objection through one of the following options (to be selected at Navee's sole discretion): (i) cancel its plan to use the Sub-Processor with regard to Client Personal Data; or (ii) take the corrective steps curing the gaps listed by Client in its objection (which steps will be deemed to resolve Client's objection) and proceed to use the Sub-Processor to process the Client Personal Data. If Navee is unable to implement any of such remediations and no commercially reasonable resolution can be achieved by the Parties, Client may, as a sole remedy, terminate the affected Implementation Service (but without prejudice to any Fees due to Navee prior to termination). Until a decision is made regarding the new Sub-Processor, Navee may temporarily suspend the processing of the affected Client Personal Data.
- 7.5. When engaging a Sub-Processor, Navee shall do so by way of a contract which imposes on the Sub-Processor, in substance, the same data protection obligations as the one imposed on Navee in accordance with this DPA.
- 7.6. Navee shall remain fully responsible to Client for performance of each Sub-Processor's obligations and will be Client's sole point of contact regarding the processing of Personal Data by the Sub-Processor.

8. Data Subject Rights

- 8.1. In the event that Navee receives a request from a Data Subject under any Data Protection Law in respect of Client Personal Data, Navee shall, to the extent legally permitted, promptly notify Client and not respond directly unless legally required to do so.
- 8.2. Upon Client's written request Navee will provide reasonable assistance to Client to respond to any Data Subject requests. Client shall reimburse Navee for the commercially reasonable costs arising from this assistance.
- 8.3. Navee shall not be liable if Client fails to respond or correctly or timely respond to any Data Subject request.

9. Personal Data Breach

- 9.1. Navee shall notify Client without undue delay but not later than 72 hours after becoming aware of any Personal Data Breach and provide timely information relating to the Personal Data Breach as it becomes known or reasonably requested by Client to assist Client to meet Client's obligations to report a Personal Data Breach as required under Data Protection Law. Such notification shall not be interpreted or construed as an admission of fault or liability by Navee.
- 9.2. Navee shall make reasonable efforts to identify the cause of such Personal Data Breach and take all measures Navee deems necessary and reasonable to remediate the cause of such a Personal Data Breach to the extent it is within Navee's reasonable control.
- 9.3. The obligations herein shall not apply to incidents that are caused by Client or its Authorized Users.

10. Assistance

- 10.1. If, pursuant to Data Protection Law, Client is required to perform a data protection impact assessment or prior consultation with a data protection supervisory authority, at Client's request, Navee will provide such documents as are generally available for the Services (e.g., this DPA, the Agreement, Audit Reports and Certifications). Any additional assistance shall be mutually agreed between the Parties.
- 10.2. Navee may assist Client, at Client's request and cost, in ensuring compliance with Client's obligations pursuant to Data Protection Laws.

11. Deletion or return of Client Personal Data

- 11.1. Upon completion of the Services, Navee shall (i) at the choice of Client, delete or return to Client all the Client Personal Data promptly, and (ii) subject to Section 11.2, delete and procure the deletion of all copies thereof.
- 11.2. Navee may retain Client Personal Data to the extent authorized or required by Data Protection Laws and only to the extent and for such period as authorized or required by Data Protection Laws and always provided that Navee shall ensure the confidentiality of all such Client Personal Data and shall ensure that such Client Personal Data is

only processed as necessary for the purpose(s) specified in the Data Protection Laws authorizing or requiring its retention and for no other purpose.

12. Audit Rights

- 12.1. Navee shall make available to Client, at its own expense, all information that Client may reasonably request to demonstrate compliance with this DPA and Data Protection Laws.
- 12.2. Navee shall allow for and contribute to audits, including inspections, of the processing activities covered by this DPA, in accordance with the following procedures:
 - 12.2.1. Navee undertakes to regularly test and evaluate the technical and organizational measures implemented in accordance with this DPA. The results of these tests and evaluations will be recorded in an audit report (the “**Audit Report**”).
 - 12.2.2. Upon Client’s written request, Navee will provide Client or its mandated auditor with a copy of the latest Audit Report.
 - 12.2.3. Navee will also provide Client or its mandated auditor with any additional information it may require regarding the technical and organizational measures in place, in order to help Client understand the scope of these measures.
 - 12.2.4. If further information is needed by Client to comply with its own audit obligations or a competent data protection supervisory authority’s request, Client will inform Navee in writing to enable Navee to provide such information or to grant Client access to it.
 - 12.2.5. Client may conduct audits in accordance with the principles set out below.
- 12.3. Client may choose to conduct the audit by itself or mandate an independent, reputable, third-party auditor approved by Navee, such approval not to be unreasonably withheld or delayed. Any auditor appointed by Client to conduct an audit shall not be a competitor of Navee, shall not be in conflict with Navee and shall be under confidentiality obligations no less strict than the obligations of Client under the Agreement.
- 12.4. Audits may include inspections at the premises or physical facilities of Navee, provided that Client and/or its designated auditors shall have no right to view or access any systems, data, records or other information relating or pertaining to Navee’s other customers.
- 12.5. Audits may be carried out once a year with a reasonable notice of at least ten (10) Business Days (which may be reduced to three (3) Business Days in case of emergency such as in case of Personal Data Breach).
- 12.6. Client acknowledges that conducting an audit during certain busy periods is likely to interfere with Navee’s proper performance of the Services and substantially disrupt its business with all of its clients. Therefore, Client may only exercise its right to audit during the Auditability Period.
- 12.7. Audits shall be carried out during normal business hours and only in a manner that causes minimal disruption to Navee’s business, subject to coordinating the timing of such visit and in accordance with any applicable audit procedures in order to reduce any risk to Navee’s other customers. Under no circumstances shall the audit performed deteriorate or slow down the Services provided by Navee or affect the organizational management of Navee.
- 12.8. Navee’s information collected during audit operations will be considered as 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 Client.
- 12.9. An identical copy of the audit report shall be provided to Client and Navee following the completion of the audit. The Parties may comment on this audit report. This report may, if necessary, be subject to further review by a steering committee.
- 12.10. In case the audit report reveals a violation by Navee to the terms of this DPA, Navee shall have a period of six (6) months from the communication of the final audit report to provide and implement, at no cost to Client, a remediation plan. If necessary, Navee may exceptionally extend this period by three (3) months after expressly informing Client and objectively justifying such extension.
- 12.11. The Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Section 12, provided that the costs and expenses related to Clauses 12.1.4 and 12.1.5 above shall be borne by Client. Navee shall be entitled to charge a reasonable fee to cover its costs and expenses in the event of a request for assistance from Client in this respect.

12.12. The Parties shall make the information referred to in this Clause, including the results of any audits, available to the competent data protection supervisory authorities on request.

13. Transfers

13.1. Client Personal Data may be transferred from the EU/EEA to countries that offer an adequate level of data protection under or pursuant to. The adequacy decisions published by the relevant data protection supervisory authorities of the EEA, the EU, the Member States, or the European Commission (“Adequacy Decisions”), without any further safeguard being necessary.

13.2. If the processing of Client Personal Data involves transfers from the EU/EEA to countries which have not been subject to an Adequacy Decision, and such transfer is not permitted through alternative means approved by the European Commission or by applicable Data Protection Laws, Navee will take all reasonable steps to ensure that Client Personal Data is treated securely and in accordance with Data Protection Laws, including by signing of a data transfer agreement governed by the relevant Standard Contractual Clauses.

14. Liability

14.1. Any claims brought under this DPA shall be subject to the terms and conditions, including but not limited to, the exclusions and limitations set forth in the Terms of Service.

14.2. Client acknowledges that Navee is reliant on Client for direction as to the extent to which Navee is entitled to use and process Client Personal Data on behalf of Client in performance of the Services. Consequently, Navee will not be liable under the Agreement for any claim brought by a Data Subject arising from any action or omission by Navee, to the extent that such action or omission resulted directly from the Client's instructions or from Client's failure to comply with its obligations under Data Protection Laws and Navee was acting in accordance with Client's instructions.

Appendix 1: Description of the processing

Subject Matter

Navee's provision of the Services to Client under the Agreement

Duration of the Processing

Term of the Agreement

Unless Client instructs Navee otherwise, the Client Personal Data will be retained for the following duration:

- Irrelevant data: deleted at the latest 30 days after its collection.
- Relevant data: retained for 5 years (applicable statute of limitations)

Nature and Purpose of the Processing

Navee will process Client Personal Data for the purposes of providing the Services to Client in accordance with the Agreement.

The processing of Personal Data will include the following processing operations: collection, moderation, storage, organization, structuring, use, display, deletion.

Categories of Data

Navee may collect the following categories of Personal Data in the course of providing its Services to Client:

- Identification data
- Social media account information
- Photographs

Data Subjects

- Website operators
- Professional sellers

Appendix 2: Security Measures

This Appendix 2 outlines the security measures implemented by Navee on Amazon Web Services (AWS) and Google Cloud Platform (GCP). Navee is committed to providing the highest level of security possible for Client data and systems while offering brand protection services.

Infrastructure and Data Storage

1.1. Navee utilizes the infrastructure and data storage services provided by AWS and GCP, both of which maintain industry-standard security certifications and compliance, including ISO 27001, ISO 27017, ISO 27018, SOC 1, SOC 2, SOC 3, and PCI DSS.

1.2. Data is stored redundantly across multiple data centers within the European Union to ensure high availability and durability. Regular backups are performed, and data is encrypted both at rest and in transit.

Access Control and Authentication

2.1. Navee follows the principle of least privilege, providing employees with access to data and systems only as needed for their job duties.

2.2. Multi-factor authentication (MFA) is required for all employee accounts with access to sensitive Client data and infrastructure.

Network Security

3.1. All access to systems and data is logged and monitored for unauthorized or suspicious activity.

3.2. Data transmitted between Navee's systems and third parties is encrypted using SSL/TLS protocols.

Security Awareness and Training

4.1. Navee promotes a security-conscious culture by providing employees with data privacy, security training and awareness programs.

Incident Response

5.1. Navee has an established incident response plan in place to handle security incidents effectively and minimize their impact on the Client's data and systems.

Third-Party Security Assessments

6.1. Navee conducts periodic third-party security assessments to identify and address potential vulnerabilities in its infrastructure and systems.

Appendix 3: List of Sub-processors

Entity Name	Purpose	Data Location
AWS	Infrastructure hosting service	EU
Google Cloud Platform	Infrastructure hosting service	EU