

This document (the **“General Terms and Conditions”**) defines the conditions under which CARVING LABS, a French simplified joint-stock company with a capital of 80 791.07 euros, whose registered office is located at 106 boulevard Haussmann, 75008 Paris, France, registered under number 794 432 815 RCS Paris (**“CARVING LABS”**), makes the Solution available to the Customer in SaaS mode (Software-as-a-Service).

1. DEFINITIONS

“Activation Date” means the date set out in the Order Form, which may be postponed by up to thirty (30) days in accordance with Section 4.1 (the **“Effective Activation Date”**).

“Business Hours” means from 8:00 a.m. to 7:00 p.m. (French time) from Monday to Friday included, excluding public holidays in France (**“Business Days”**).

“Campaign” means the update of the content associated with a Pass. This update includes a modification of the various contents of the Pass and/or the distribution of push notifications, but excludes automatic updates and/or push notifications set up by CARVING LABS during the Set Up of the Solution.

“Confidential Information” means any document or information of any kind, whether commercial, financial, structural, technical or otherwise, which either Party discloses to the other Party in connection with the Contract, and which is identified as confidential or which would normally, under the circumstances, be considered confidential.

“Contract” means the contract comprised of the Order Form and these General Terms and Conditions as specified in Section 2 below.

“Customer” means the company signing the Order Form.

“Customer Data” means all data and information provided/entered by the Customer or by Users or generated during the use of the Solution or more generally by the use of the Services and hosted by CARVING LABS. Customer Data remains the property of the Customer under all circumstances.

“Effective Date” means the date of the last signature of the Order Form.

“Marketing Materials” means Customer's marketing materials, text, and graphics, including any distinctive sign of Customer (trade name, trademark, logo) appearing on or distributed through the Pass.

“Order Form” means the order form signed by the Parties and signifying Customer's acceptance of these General Terms and Conditions.

“Party(ies)” means CARVING LABS and/or Customer, as the context requires.

“Pass” means the content (loyalty card, discount coupon, offer, transport card, invitation or any other service or marketing medium) dematerialized in a Wallet format as part of the provision of Services to Customer.

“Prices” means the Set Up and Run Services prices (including the base price and the price of Campaigns) agreed to in the Order Form.

“Services” means the services provided by CARVING LABS to the Customer under the Contract including (i) set up assistance (**“Set Up”**) including the configuration and commissioning of the Solution in accordance with the Order Form and (ii) a right to access and use the Solution (**“Run”**).

“Solution” means the proprietary software marketed and hosted by CARVING LABS enabling its customers to (i) dematerialize a Pass, (ii) update the contents of the Pass and send push notifications, (iii) allow easy and quick access by the Pass holder to the saved content, from a smartphone whose operating system is compatible with the Wallet format (the **“Application”**), such as an iPhone (Apple Cards) or an Android (Google Wallet) (the **“Technologies”**).

“Specifications” means the functional and technical information and characteristics of the Solution and Services (e.g. API access points, method of creating and updating Pass, flow diagram, etc.), as defined by the Parties during the Set up phase.

“User” means any natural person under the authority of the Customer who is granted access to the Solution under the Contract.

2. CONTRACTUAL DOCUMENTS

The Contract is comprised of the following documents presented in hierarchical order of decreasing legal value: (a) the Order Form and (b) the General Terms and Conditions.

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

CARVING LABS reserves the right to modify these General Terms and Conditions at any time. Unless otherwise specified by CARVING LABS, the new version of the General Terms and Conditions will become effective for the Customer upon renewal of the Contract. CARVING LABS shall notify the Customer of any material change at least forty-five (45) days prior to the new General Terms and Conditions becoming effective.

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

3. GENERAL OBLIGATIONS OF CARVING LABS

3.1. Duty to inform and advise. As part of CARVING LABS' duty to provide information and advice, the Customer acknowledges that CARVING LABS' services have been presented to the Customer in detail, in particular during a demonstration and/or through a documented commercial presentation. Accordingly, the Customer acknowledges and declares: (i) it has received all the prerequisites, information, advice and warnings necessary for the installation and functional and technical use of the Services; (ii) it has had sufficient time to familiarize itself with all the documentation sent to it and has understood all its provisions and the presentation of the Services made to it so that it commits itself with full knowledge of the facts; (iii) ensured the suitability of the Services for its needs; (iv) took the necessary time and had the required skills to assess the suitability of the use of the Services for its needs. The Customer acknowledges that the degree of pre-contractual information given by CARVING LABS is within the limits of CARVING LABS' knowledge of the Customer's projects and needs as stated by the Customer and within the limits of the Customer's IT infrastructure.

3.2. Obligation of means. CARVING LABS undertakes to provide all the diligence and care necessary for the proper performance of the Contract. CARVING LABS undertakes to implement the means necessary for the provision of the Services under this Contract.

4. SET UP

4.1. Commitments of the Parties. CARVING LABS undertakes to provide all its expertise and all the care required in the execution of its tasks. In this regard, CARVING LABS shall ensure that it allocates the necessary means and resources to this end. The Customer undertakes to cooperate fully with CARVING LABS in order to place it in the best possible conditions to carry out the Set up. It is understood that while CARVING LABS will use its best efforts to meet the deadlines set for the performance of the Set Up, this obligation is conditional upon the Customer's compliance with its own obligations. The Customer undertakes to transmit the data requested by CARVING LABS at the time of the Set-up and which are necessary for its completion, within a reasonable period of time compatible with the Activation Date. In the event that the execution of the Set Up cannot be carried

out on the Activation Date set jointly by the Parties in the Order Form, the Activation Date may be postponed for a maximum of thirty (30) days.

4.2. Receipt of the Set Up. Unless otherwise stipulated in the Order Form and from the Effective Activation Date, the Customer shall have ten (10) Business Days to check that the Set Up has been produced in accordance with the Specifications defined with the Customer and to send CARVING LABS any reservations about the Set Up in writing. CARVING LABS shall make its best efforts to correct the non-conformity notified to it and proceed with a new delivery. In the absence of notification by the Customer of any substantial non-conformity in accordance with the above-mentioned procedure, the Set Up shall be deemed to have been definitively validated by the Customer.

5. RUN

5.1. Right of access and use. Subject to full payment of the Price, CARVING LABS grants the Customer the non-exclusive and non-transferable right to allow Users to access and use the Solution in accordance with the Contract and the Specifications, for the duration of the Contract, and for the Customer's own purposes only. Any adaptation of the Solution that would require access to its source code may only be made by CARVING LABS or by a third party authorized by CARVING LABS, and CARVING LABS reserves the right to accept such request.

5.2. Prohibited uses. The Customer undertakes not to make any use of the Solution that would be detrimental to its proper operation, its security, CARVING LABS or any other customer of CARVING LABS. Thus, any use of the Solution not expressly authorized herein is prohibited, except with the express prior written consent of CARVING LABS. In particular, the Customer is prohibited from (i) using the Solution in any way whatsoever for the purpose of designing, producing, distributing or marketing services similar to those offered by CARVING LABS, (ii) renting, lending, sharing, transferring or assigning the Solution, or making it available, whether directly or indirectly, (iii) any modification or circumvention of a protection code such as, in particular, the identifiers, or any disclosure of these elements to a third party other than a User designated by the Customer and acting under its responsibility and in the context of the performance of the Contract, whether for a fee or free of charge.

5.3. Access to the Solution. Users can access the Solution from any computer connected to the Internet, using their e-mail address and the password they are invited to create when they first

connect to the Solution. The Customer and the Users shall keep these identifiers secret, protect access by third parties and ensure their confidentiality by refraining from disclosing them in any form whatsoever, for which the Customer is responsible. Thus, the Customer ensures that no unauthorized person has access to the Solution. In general, the Customer assumes responsibility for the security of individual workstations and access to the Solution.

CARVING LABS reserves the right to suspend or restrict the access rights and the validity of the credentials of one or more Users if CARVING LABS becomes aware of, or has reasonable grounds to suspect, a breach of the obligation set forth in this section or any other security obligation by the Customer or a User.

Customer shall immediately notify CARVING LABS of any unauthorized use of its credentials. CARVING LABS shall not be liable for any loss or damage resulting from the Customer's failure to protect its login credentials and/or resulting Customer Data. The administration of access to the Solution within the Customer's company is carried out by an administrator appointed by the Customer who will be responsible for distributing the Users' accesses with differentiated access and functionalities according to the categories of Users concerned. In the event that the administrator ceases to be linked to the Customer, the Customer must appoint a new administrator as soon as possible and inform CARVING LABS thereof.

5.4. Service Levels. Information regarding CARVING LABS' commitments in terms of availability, hosting and service level is provided in Appendix 1.

5.5. Evolution of the Services. CARVING LABS reserves the right to upgrade the Services, in particular for legal or technological reasons, in order to create new features or improve existing features, to adapt the Solution to the evolution of Technologies and/or Applications, or to take into account the needs of its customers. If a change is likely to deprive the Customer of one or more of the functions initially proposed, CARVING LABS undertakes to inform the Customer in writing at least ten (10) days before its implementation. The Parties will discuss in good faith with a view to reaching a commercially reasonable solution. If no solution can be found, the Customer may terminate the Contract as of right. Such time limits shall not apply if the change is required to ensure compliance of the Services with legal or regulatory provisions, or if such change is essential to ensure the continuity of the Services.

6. CREATION AND DISTRIBUTION OF CAMPAIGNS

6.1. The number of Campaigns per year is indicated in the Order Form. Any Campaign ordered but not completed within a period of one (1) year is due and non-refundable. Customer may order additional Campaigns during the term of the Contract in accordance with the terms of the Order Form. The Parties may discuss the number of Campaigns per year at each renewal of the Contract.

6.2. The Solution allows the Customer to create, distribute, track and manage its Campaigns directly, in accordance with the Specifications and instructions provided by CARVING LABS.

6.3. The Customer acknowledges that each time a new content is broadcast, a Campaign is created in the Solution or a previous Campaign is adapted by the Customer.

7. GENERAL OBLIGATIONS OF THE CUSTOMER

Customer agrees to: (a) use the Solution in accordance with the Contract and only broadcast Campaigns that comply with applicable laws and regulations; (b) provide the Customer Data and Marketing Materials necessary to provide the Services and ensure that such materials are accurate, complete, current and lawful; (c) pay the Prices; (d) not use the Solution in a manner that would impair the proper functioning or security of the Solution; (e) ensure that all Users are trained in the use of the Solution; (f) guarantee that Users comply with the Contract, including the terms of use of the Solution and confidentiality.

8. FINANCIAL CONDITIONS

8.1. Prices. Customer agrees to pay all Prices. All Prices are set in Euros, excluding VAT and other taxes payable by the Customer in application of the regulations in force on the date of issue of the invoice, which will remain the exclusive responsibility of the Customer.

8.2. Invoicing and Payment. The Price of the Set Up will be invoiced to the Customer on the Effective Activation Date (i.e., as it may have been postponed in accordance with Section 4.1) unless CARVING LABS is responsible for the delay.

The Run Services Price shall be invoiced at the frequency specified in the Order Form beginning with the month in which the Effective Activation Date occurs, without proration.

Invoices will be sent to the Customer as soon as possible following each month concerned and must

be paid by bank transfer within thirty (30) days of the date of issue of the invoice.

Without prejudice to any damages, failure by the Customer to pay an undisputed invoice by the due date shall automatically result in the application of late payment interest equal to three (3) times the legal interest rate, without prior notice of default and as of the first day of delay, as well as the payment of a fixed indemnity for collection costs, set at forty (40) euros. If the collection costs are higher, CARVING LABS may request additional compensation upon justification. In the event of non-payment of the invoice in question within fifteen (15) days of the sending of a formal notice by registered letter with acknowledgement of receipt which has remained unsuccessful, CARVING LABS reserves the right to suspend the Services and/or terminate the Contract.

8.3. Dispute. If the Customer wishes to dispute an invoice, it shall provide CARVING LABS with the reasons, in a documented manner, within a maximum of one (1) month from receipt of the invoice concerned. The undisputed part of the invoice must in any case be paid by the deadline.

8.4. Price review. CARVING LABS reserves the right to change its pricing terms at the end of the current Term. CARVING LABS shall inform the Customer in writing at least forty-five (45) days before the new pricing conditions come into effect. These will only be applied at the time of automatic renewal at the end of the current Term, unless the Customer terminates the Contract under the conditions set out in Section 9 below.

9. TERM AND TERMINATION

9.1. Term of the Contract. The Contract shall be effective for an initial term beginning on the Effective Date and ending twelve (12) months after the Effective Activation Date (the “Initial Term”). The Contract shall automatically renew for successive twelve (12) month periods (together, the “Term”), unless terminated by either Party at least thirty (30) days prior to the end of the current term.

9.2. Termination. Each of the Parties may terminate the Contract at any time in the event of a breach by the other Party of any of its obligations which has not been remedied within thirty (30) days of receipt of a formal notice. The will to terminate the Contract shall be notified by registered letter with acknowledgement of receipt, without prejudice to the right of the non-defaulting Party to obtain compensation for any loss resulting from the breach.

9.3. Effect of the end of the Contract. Upon termination of the Contract for any reason, (i) all

amounts due to CARVING LABS under the Contract shall become immediately due and payable, except in the event of termination for breach by CARVING LABS of its obligations, and (ii) the Customer shall immediately cease all use of the Solution and Services.

10. REVERSIBILITY

In the event of termination of the Contract for any reason whatsoever and in the event that the Customer so requests, CARVING LABS agrees to return to the Customer all Customer Data of which the Customer does not itself hold a copy, and will not retain any copies thereof.

The return may only be requested from CARVING LABS in writing by registered letter with acknowledgement of receipt and no later than fifteen (15) days before the last day of the Contract, in CSV format, it being specified that any request for assistance from the Customer other than in the context of the reversibility or portability of such Customer Data will be invoiced separately to the Customer on the basis of the CARVING LABS price list then in force.

If no notification is received within this period, the Customer Data will be deleted within thirty (30) days of the effective termination of the Contract.

11. LIABILITY

11.1. Customer's Liability. Customer assumes full responsibility for the content of the Campaigns and the backup of Customer Data.

11.2. CARVING LABS' Liability. CARVING LABS shall not be liable for any indirect damages (including, without limitation, loss of profits, loss of business, loss, corruption or alteration of data, financial losses related to time spent in remedying any breach of the Contract, loss of contracts or goodwill, business interruption or any other interruption of business arising out of or in connection with this Contract), nor for any losses of any nature whatsoever that may arise in the following circumstances: (i) in the event that the information provided by the Customer is inaccurate, obsolete or incomplete or does not comply with applicable laws or regulations, or in the event of suspension of the Services as a result of the Customer's failure to pay the Price due; (ii) in the event of commercial failure of the Campaign; (iii) in the event of interruption, slowness, maintenance, and/or temporary inaccessibility of the Solution; (iv) due to the act of a third party; (v) in the event of a case of force majeure, in accordance with Section 13.

The Customer expressly acknowledges that it has been warned that the use of the Solution is based on Technologies and Applications developed and offered by third-party software publishers, such as Apple and Google (the “**Third-Party Publishers**”), who determine at their sole discretion the developments and rules of use. Thus, the Customer expressly agrees that CARVING LABS shall not be liable in any way if CARVING LABS is unable to provide all or part of the Services exclusively for one or more of the following reasons: (i) deletion of the Technologies and/or Applications, (ii) non-avoidable modification of the Technologies and/or Applications, (iii) major change in the conditions of use of the Technologies and/or Applications, (iii) request made by a Third Party Publisher to CARVING LABS to cease using all or part of their Technologies and/or Applications, for any reason whatsoever, except for fault on the part of CARVING LABS. In the cases listed above which result in the Customer being unable to use the Solution under normal conditions, the Customer shall be entitled to terminate the Contract immediately, without CARVING LABS being entitled to claim compensation for any damage.

In any event, in the event that CARVING LABS is held liable, it is agreed that CARVING LABS' total and aggregate liability shall be limited to the sums actually received by CARVING LABS under the Contract during the 12 months preceding the event giving rise to the damage. The Parties agree that this limitation of liability constitutes a determining condition of CARVING LABS' commitment, has been taken into account in the determination of the Price and does not in any way affect the balance of the Parties' respective obligations. Notwithstanding the foregoing, the limitation of liability clause shall not apply in the event of gross negligence (“*faute lourde*”) or willful misconduct (“*dol*”), or any action based on any other basis that cannot be limited or excluded under applicable law.

12. INSURANCE

Each of the Parties declares and guarantees that it is insured with a solvent insurance company for all liabilities that it may incur under the Contract. In particular, CARVING LABS declares that it has taken out insurance covering the cyber risks associated with the performance of the Contract. Each Party shall bear the insurance premiums and deductibles that it has subscribed to and undertakes to provide it with all up-to-date certificates relating to the Contract on each anniversary date of the conclusion of the Contract.

13. FORCE MAJEURE

The Parties shall not be held liable if the non-performance or delay in the performance of any of their obligations under the Contract, except for any obligation to pay, is due to a case of force majeure, within the meaning of Article 1218 of the French Civil Code and French case law. The affected Party shall inform the other Party by any means followed by a written confirmation by registered letter with acknowledgement of receipt, as soon as possible. The Parties shall then meet to consider the consequences of the situation and endeavor to reach a solution acceptable to both Parties allowing the fulfilment of the suspended obligations. In the absence of an acceptable solution and if the effect of the force majeure exceeds the duration of three (3) months, the Contract may be terminated without notice by either Party.

14. CONFIDENTIALITY

Each of the Parties agrees, during the term of the Contract and for five (5) years after its expiration or termination, to:

- preserve the confidentiality of the Confidential Information of the other Party that it may have learned of in the context of the Contract;
- communicate the Confidential Information of the other Party only to persons involved in the provision of the Services covered by the Contract and only to the extent necessary for their intervention. Each Party may nevertheless communicate, subject to compliance with this section, this Contract and related documents to its legal counsel, its financial or banking partners, its statutory auditors, tax authorities in the event of an audit and possibly to their respective parent companies;
- use directly or indirectly the Confidential Information only for the purpose of performing the Contract, to the exclusion of any other purpose and in particular with a view to providing identical or similar services for the benefit of third parties, whether or not they are competitors of the other Party;
- take all appropriate measures with respect to third parties and employees involved in the performance of the Contract to ensure compliance with this undertaking.

Each of the Parties shall ensure that its employees, agents or duly authorized subcontractors comply with the confidentiality undertaking set forth above.

The foregoing confidentiality undertaking shall not, however, apply to information made known to either Party and:

- which are in the public domain or which may fall into it through no fault of such Party;
- of which it was aware prior to the disclosure of the said information, provided that it is able to provide written proof thereof;
- that a third party not bound by a confidentiality agreement with the other Party or a third party would disclose to it.

The Parties agree that the existence of the Contract may be shared with investors or future investors of CARVING LABS.

15. COMMERCIAL REFERENCE

The Customer authorizes CARVING LABS to use the distinctive signs (corporate name, trade name, logos and trademarks) of the Customer, as a commercial reference, on its website and in all its commercial and marketing materials and documents. The Customer agrees to be included in a case study and/or to provide testimonials on the use of the Services.

16. PROTECTION OF PERSONAL DATA

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

16.2. Data processing. To the extent that CARVING LABS, as a data processor, processes personal data on behalf of Customer, the Parties shall comply with the provisions of Appendix 2 "Data Protection Agreement" and acknowledge that such provisions shall prevail over any obligation or section relating to personal data protection included in this Contract.

17. OWNERSHIP

17.1. Ownership of the Solution. No property rights shall be transferred to the Customer in respect of the Solution, its component parts and/or any development that may be carried out under the Contract. In particular, the Contract does not grant the Customer any right to the source code of the Solution. The Customer shall refrain from any act or behavior that may infringe, directly or indirectly, on

the intellectual property rights in and to the Solution. The Customer shall therefore refrain in particular from:

- any reproduction, representation, dissemination or distribution of all or part of the Solution and/or the related documentation, whether for a fee or free of charge;
- any form of use of the Solution, in any way whatsoever, for the purpose of designing, producing, distributing or marketing similar, equivalent or substitute products or services or similar, equivalent or substitute documentation;
- adapting, modifying, transforming, arranging the Solution and/or the related documentation, for any reason whatsoever, including to correct errors;
- any decompilation of the Solution, except as expressly provided by law;
- any modification or bypassing of the protection codes such as, in particular, the credentials and passwords;
- any attempt at unauthorized intrusion on the platform hosting the Solution.

17.2. Marketing Materials and Customer Data.

The Customer is and remains the sole owner and responsible for the Marketing Materials and Customer Data. During the Term of the Contract, the Customer grants CARVING LABS a free, non-transferable and non-exclusive license to use the Marketing Materials and authorizes CARVING LABS to use the Customer Data solely for the provision of the Services and to comply with CARVING LABS' contractual and legal obligations.

17.3. Improvement of the Services. The Customer agrees that CARVING LABS may use non-personal data derived from the use of the Services for analytical purposes. Such data will be in aggregate and anonymized form only, and will in no way identify the Customer or Users. CARVING LABS owns the intellectual property rights to these analyses and their results. The Customer agrees that CARVING LABS may use such data, analyses and results at its discretion.

18. WARRANTIES

18.1. Warranty of conformity. CARVING LABS warrants to Customer that, during the Term of the Contract, the Solution will perform substantially in accordance with the Specifications. The warranty described in this section shall not apply to performance problems caused by (i) factors beyond the control of CARVING LABS; (ii) any improper action or inaction of the Customer, or third parties

under the Customer's control; (iii) Customer's Marketing Materials or Data; or (iv) Customer's operating environment or equipment.

18.2. Warranty of eviction. CARVING LABS warrants that it has the intellectual property rights to the Solution, in accordance with the provisions of the French Intellectual Property Code. In this respect, CARVING LABS undertakes to defend the Customer, at its own expense, against any claim by a third party that the Solution infringes its intellectual property rights, and to pay all damages and interest that might, under an enforceable court decision, ultimately be charged to the Customer as a result. However, CARVING LABS will not indemnify the Customer in any way if the claims made by third parties are caused by misuse of the Solution by the Customer. In such a case, CARVING LABS undertakes, at its own expense and at its option, to: (a) obtain in court for the Customer the right to continue to use the Solution; or (b) provide the Customer with access to non-infringing software having the same functionality as the Solution; or (c) modify the Solution in such a way that it is no longer infringing. To be eligible for this warranty, the Customer must: (i) promptly notify CARVING LABS in writing of the existence of the claim; (ii) cooperate with CARVING LABS in connection with the said claim; (iii) entrust the defense of the claim to CARVING LABS (it being understood that the Customer may be assisted by any outside counsel of its choice, at its own expense)

18.3. Customer's warranty. The Customer warrants that (i) it has all the rights and authorizations (intellectual property, image rights, etc.) required to use the Marketing Materials and to distribute the Campaigns in accordance with this Contract and (ii) any Customer Data that it makes available to CARVING LABS in the course of providing the Services will not infringe the rights of third parties. In the event of a claim by a third party as a result, the Customer shall indemnify CARVING LABS under the same conditions as those set forth above.

19. NON-SOLICITATION OF PERSONNEL

The Parties expressly prohibit themselves from soliciting with a view to hiring, or directly or indirectly hiring, any person employed or engaged by the other Party who has directly participated in the project covered by the Contract, whether or not such person is an employee, even if the initial solicitation is made by the person. This prohibition shall apply for the entire duration of the Contract and for twelve (12) months following its termination, for whatever reason.

In the event of a breach of this section, the Party at fault shall be required to pay immediately to the other Party, as a penalty clause, a lump sum equal to six (6) months of the last gross monthly salary of the person solicited or hired, plus all costs of recruiting a replacement.

20. ASSIGNMENT OF THE CONTRACT – INTUITU PERSONAE

As the Contract is entered into *intuitu personae*, each Party shall refrain from assigning or transferring, in any manner whatsoever, the rights and obligations resulting from this Contract without the express, prior and written consent of the other Party. As an exception to the foregoing, CARVING LABS reserves the right to assign or transfer all or part of the rights and obligations under the Contract to any entity with which it merges or consolidates or which acquires substantially all of its assets, or in the context of any other transaction involving, by operation of law, under French law, the universal transmission of assets ("*transmission universelle de patrimoine*"), with a discharge effect with respect to the assignor in accordance with Article 1216-1 of the French Civil Code, which the Customer expressly accepts by this section. Consequently, the Customer shall not be able to oppose any assignment or transfer of all or part of the rights and obligations of the Contract in this context and undertakes to regularize any document relating thereto. Under no circumstances shall the assigning Party remain jointly and severally liable with the assignee for the rights and obligations of the assigned or transferred Contract, and in particular for the payment of the sums due as from the date of such notification.

21. INDEPENDENCE OF THE PARTIES

The Parties shall carry out their activities in complete independence and without any subordination between them. CARVING LABS' personnel shall remain under its full and exclusive responsibility, CARVING LABS being the only one entitled to issue directives and instructions to them.

22. APPLICABLE LAW AND DISPUTES

22.1. Applicable law. The Contract is subject to French law.

22.2. Amicable Resolution. With a view to finding an amicable solution to any dispute that may arise in the performance of the Contract, the Parties agree to meet within fifteen (15) days of the sending of a registered letter with acknowledgement of receipt by one of the two Parties.

22.3. Competent Jurisdiction. If at the end of a period of thirty (30) working days following receipt

of the registered letter with acknowledgement of receipt, the Parties are unable to agree on a compromise or a solution, any dispute concerning the validity, interpretation, performance and/or termination for any reason whatsoever of the Contract shall be subject to the exclusive jurisdiction of the courts within the jurisdiction of the Court of Appeal of Paris (France).

agreement to comply with the provisions of the Contract.

23. MISCELLANEOUS PROVISIONS

23.1. Independence of sections. If a section of the Contract is declared invalid, it shall be deemed unwritten, without entailing the invalidity of the Contract as a whole, by which the Parties shall remain committed to each other. The Parties undertake to negotiate in good faith the provisions necessary to replace the sections that may have been cancelled or invalidated for any reason whatsoever.

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

23.3. Notices. For the purposes of the Contract, the Parties shall elect domicile at their respective addresses indicating in the Order Form. All notifications or formal notices and, more generally, any correspondence that may be sent by one of the Parties to its co-contractor in connection with the Contract and any amendments thereto shall be sent to this address. Any formal notice and more generally any correspondence of particular importance shall be sent by registered mail with acknowledgement of receipt. Any change in the address or contact details of a Party shall be brought to the attention of the other Party within a maximum period of fifteen (15) days. Failing this, notifications, correspondence or faxes sent in good faith to the last known address or number shall be deemed valid and shall have the effects provided for in the Contract or by the applicable legal provisions.

23.4. Language. The Contract is written in French. In case of documents written in another language and in case of conflict between the Parties, only the French version will be considered legally valid.

23.5. Electronic Signature. The Parties expressly agree to the electronic signature of this Contract, in accordance with Articles 1366 and 1367 of the French Civil Code. The Parties agree that the electronic signature of the Contract is equivalent to a handwritten signature and expresses their

APPENDIX 1 - CUSTOMER SUPPORT AND SERVICE COMMITMENT

This Appendix describes the levels of service and support that CARVING LABS provides to Customer in connection with the provision of the Services.

1. AVAILABILITY

CARVING LABS ensures a monthly availability of the Solution of 99.95%.

CARVING LABS may be required to perform maintenance operations on the Solution. In principle, maintenance operations are carried out without interrupting the Services. Exceptionally, in the event of a maintenance operation likely to cause an interruption in the availability of the Solution, it will be scheduled, and the Customer will be notified with reasonable notice by e-mail indicating the date, time and period of the intervention. In this case, CARVING LABS undertakes to make every effort to ensure that such operations cause the least possible interruption to the Services.

CARVING LABS may also perform emergency maintenance without notice to the Customer.

The followings are not included in the calculation of Solution availability:

- the first five (5) minutes of unavailability;
- unavailability due to access to the Internet network on the User's side;
- planned maintenance operations that have been communicated to the Customer;
- operations to put an update of the solution into production;
- interruptions at the request of the Customer;
- incidents due to Force Majeure.

The availability is calculated on the basis of the operational functioning of the Solution.

2. ANOMALY MANAGEMENT

2.1. Definitions

“Anomaly(ies)” means any reproducible malfunction affecting the Solution, independent of misuse and resulting from a non-conformity caused by CARVING LABS. It is expressly specified that malfunctions resulting from products and/or software not directly supplied by CARVING LABS or from hardware, services or networks supplied by third parties or by the Customer may not under any circumstances be qualified as Anomalies.

“Blocking Anomaly” means an Anomaly that completely interrupts the operation of a major functionality of the Solution.

“Major Anomaly” means an Anomaly that very seriously impairs the operation of a major functionality of the Solution.

“Minor Anomaly” means any Anomaly that is neither a Blocking Anomaly nor a Major Anomaly.

“Guaranteed Response Time” means the maximum time CARVING LABS will take to correct an Anomaly, from the time of notification by the Customer.

“Guaranteed Restoration Time” means the time required for CARVING LABS to correct an Anomaly (either through a workaround or a permanent fix) from the time of notification by Customer. Any Anomaly corrected by a workaround shall be subject to a final correction within a short period of time.

2.2. Support

CARVING LABS provides the Customer with technical assistance accessible during Business Hours (Monday to Friday, from 8:00 a.m. to 7:00 p.m. (France time), excluding public holidays), via: support@captainwallet.com (the **“Support”**).

Any contact with Support initiated by any other means will not be considered by CARVING LABS.

2.3. Anomaly Notification

Any notification of an Anomaly must include at least a description of the problem encountered and a copy of the screen or error message. Prior to any notification of a failure or unavailability, the Customer agrees to verify that the failure or unavailability is not related to its software or equipment.

CARVING LABS undertakes to correct any Anomaly notified to Support during the Term of the Contract within the following time limits expressed in Business Hours and Days. These intervention times are counted from the time CARVING LABS receives a request for intervention notified by the Customer in the above-mentioned forms:

(i) Guaranteed Response Time

Anomaly Type	Guaranteed Response Time	Service Credits
Blocking Anomaly	2 hours	5%
Major Anomaly	4 hours	5%
Minor Anomaly	8 hours	3%

(ii) Guaranteed Restoration Time

Anomaly Type	Guaranteed Restoration Time (starting a palliative solution)	Service Credits
Blocking Anomaly	4 hours	5%
Major Anomaly	1 day	5%
Minor Anomaly	2 days	3%

Anomaly Type	Guaranteed Restoration Time (start-up of a sustainable solution)	Service Credits
Blocking Anomaly	1 day	3%
Major Anomaly	2 days	3%
Minor Anomaly	10 days	3%

CARVING LABS will be released from any maintenance obligation in the event that an Anomaly results from:

- use of the Solution in an environment that does not comply with CARVING LABS' recommendations;
- negligence, misuse or use of the Solution not in accordance with the provisions of the Contract;
- problems or difficulties in connecting to the Internet and Intranet networks that are not attributable to CARVING LABS;
- problems related to the Customer's IT equipment;
- an event of Force Majeure.

CARVING LABS shall not be held liable for any Anomaly that occurs during any maintenance operation, scheduled in advance and/or in the context of which an intervention is urgently required.

2.4. General principles applicable to service credits

Failure to meet the deadlines for intervention and correction of Anomalies may result in the application of service credits.

The total amount of service credits accumulated in the event of an Anomaly that is not resolved in time is capped at 30% of the monthly Price received by CARVING LABS under the Contract for the previous month. In any case, the amount of the service credits is in full discharge. The resolution time is calculated only from the moment CARVING LABS has received the information necessary to process the Anomaly.

Service credit claims must be made in good faith and require a request to be sent within thirty (30) calendar days of the end of the relevant month in which the Customer believes CARVING LABS has failed to meet its commitments.

Such service credits will be billed to CARVING LABS or credited against amounts due to CARVING LABS, at its discretion.

APPENDIX 2 - DATA PROTECTION AGREEMENT

The purpose of this Data Protection Agreement (the “**DPA**”) is to define the respective roles and obligations of each of the Parties with respect to the processing of personal data by CARVING LABS, as a data processor, on behalf of the Customer, the data controller.

In the event of any inconsistency with the terms of the General Terms and Conditions, this DPA shall prevail.

1. DEFINITIONS

1.1. Capitalized terms have the following meanings:

“**DPA**” means this Data Protection Agreement.

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

“**Data Protection Regulation**” means the regulations in force applicable to the processing of personal data carried out by CARVING LABS on behalf of the Customer under the Contract, in particular: (i) the GDPR and (ii) French Law No. 78-17 of January 6, 1978 relating to information technology, files and freedoms (“Loi Informatique et Libertés”) as amended.

“**GDPR**” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

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

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

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

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

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

2.1. The details of the processing operations, including the categories of personal data and the purposes of the processing for which personal data are processed on behalf of the Customer, are specified in the table below:

PURPOSE	Provision of Services
NATURE OF THE OPERATIONS	Collection, hosting, analysis, display, aggregation, anonymization, removal
DURATION OF THE PROCESSING	Duration of the Contract
PROCESSED DATA	Identification data Data attached to the data subject's Pass (e.g., card number, status, benefits accrued, etc.)
DATA SUBJECTS	Pass holders who are recipients of the Customer's campaigns

2.2. The Parties agree that the Customer is the data controller and that CARVING LABS is the data processor.

CARVING LABS, a French simplified joint-stock company with a share capital of 80 791.07 euros, whose registered office is located at 106 boulevard Haussmann, 75008 Paris, registered under the number 794 432 815 RCS Paris

3. GENERAL OBLIGATIONS OF THE PARTIES

3.1. CARVING LABS' obligations

As a data processor, CARVING LABS undertakes to:

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

3.2. Customer's obligations

As a data controller, the Customer undertakes to:

- i. comply with the Data Protection Regulation;
- ii. provide CARVING LABS with the Customer's personal data necessary for the processing;
- iii. document in writing any instructions regarding the processing of data by CARVING LABS;
- iv. ensure, beforehand and throughout the processing, that CARVING LABS complies with the obligations set out in the GDPR; and
- v. supervise processing, including conducting audits and inspections of CARVING LABS.

4. INFORMATION AND RIGHTS OF DATA SUBJECTS

4.1. It is the Customer's responsibility to provide information to the data subjects about the processing operations at the time of collection of their personal data. CARVING LABS undertakes to assist the Customer, by means of appropriate technical and organizational measures, in fulfilling its obligation to respond to requests made by data subjects to exercise their rights under the personal data protection regulation.

4.2. CARVING LABS will inform the Customer without delay of any request to exercise rights made by a data subject and will only act on written instructions from the Customer. Any operation carried out by CARVING LABS in the context of a request to exercise rights may, if necessary, give rise to additional invoicing, particularly in view of the technical investigations carried out at the request of the Customer.

5. SECURITY

5.1. CARVING LABS specifically undertakes to implement appropriate technical and organizational security measures to ensure a level of security appropriate to the risk in accordance with the applicable Data Protection Regulation.

5.2. The security measures implemented by CARVING LABS under this DPA are detailed in CARVING LABS' Security Assurance Plan (SAP), which is available to the Customer upon request. The Customer acknowledges that CARVING LABS may update its organizational and technical security measures, in particular in order to comply with any new requirements arising from Data Protection Regulation, throughout the term of the Contract, provided that they are not degraded.

5.3. CARVING LABS shall notify the Customer of any personal data breach within the meaning of the GDPR within a maximum of seventy-two (72) hours of becoming aware of it. This notification shall be accompanied by any useful information to enable the Customer, if necessary, to notify the breach to the competent supervisory authority. In the event of a personal data breach, CARVING LABS undertakes to carry out all useful investigations into the breaches of the protection rules in order to remedy them as soon as possible and to reduce the impact of such breaches on the persons concerned, at no additional cost to the Customer. CARVING LABS undertakes to inform the Customer of its investigations on a regular basis. CARVING LABS undertakes to actively collaborate with the Customer to ensure that it is able to meet its regulatory and contractual obligations, at no additional cost to the Customer. It is the sole responsibility of the Customer, as the data controller, to notify the competent supervisory authority and, if applicable, the data subjects of the personal data breach.

5.4. This article is without prejudice to the Customer's own obligations in terms of securing personal data.

6. SUB-PROCESSING

6.1. The Customer grants a general sub-processing authorization to CARVING LABS, to conduct specific processing activities under the Contract.

As of the Effective Date, CARVING LABS is authorized to use the following sub-processors:

Sub-processor	Sub-processing services	Data localization
OVH	Hosting	EU
Scaleway	Hosting (Disaster Recovery Plan)	EU
AWS	Storage of encrypted database backups	EU

6.2. CARVING LABS will notify the Customer of any changes regarding the addition or replacement of other sub-processors at least ten (10) business days prior to the change to provide the Customer with an opportunity to object for legitimate reasons relating to the protection of personal data. If the Customer has a legitimate objection to the addition of a sub-processor and CARVING LABS cannot reasonably find an alternative, it will notify the Customer. The Customer is entitled to terminate the affected Services, otherwise the Parties will cooperate to find a satisfactory solution. If the Customer does not object within the said period, the relevant sub-processor may be instructed to process the Customer's personal data.

6.3. Any sub-processor is required to comply with the obligations of the Contract on behalf of and in accordance with the instructions of the Customer. It is CARVING LABS' responsibility to ensure that the sub-processor provides the same sufficient guarantees regarding the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the Data Protection Regulation. If the sub-processor does not fulfill its obligations with respect to the protection of personal data, CARVING LABS shall remain fully liable to the Customer for the sub-processor's performance of its obligations.

7. TRANSFERS

7.1. CARVING LABS will not transfer the Customer's personal data outside the EEA without the Customer's prior written consent.

7.2. The Customer hereby consents to the transfer of personal data to sub-processors established outside the EEA (if any) for the purpose of the strict performance of the Services by CARVING LABS in its capacity as a data processor, provided that CARVING LABS undertakes to put in place appropriate safeguards within the meaning of Article 46 of the GDPR in the absence of an applicable adequacy decision by the European Commission.

8. FATE OF PERSONAL DATA

- 8.1. CARVING LABS undertakes to destroy the Customer's personal data within thirty (30) days after the end of the Contract. It is the responsibility of the Customer to make every effort to save and/or transfer its data to another medium of its choice within this period, in accordance with the terms and conditions specified in the Contract.
- 8.2. In the event that EU law or the law of a Member State requires the retention of the Customer's personal data, CARVING LABS will inform the Customer of this obligation. CARVING LABS undertakes to provide the Customer, upon first request, with a certificate of deletion of the Customer's personal data.

9. ASSISTANCE

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

10. AUDIT

- 10.1. CARVING LABS undertakes to provide the Customer with all the information necessary to demonstrate compliance with the obligations set forth in the personal data protection regulations.
- 10.2. CARVING LABS undertakes to regularly test and evaluate the security measures in place. The results of such testing and evaluation will be documented in an audit report (the "**Report**"). Upon written request from the Customer, CARVING LABS shall provide the Customer or the auditor appointed by the Customer with a copy of the latest Report. CARVING LABS will also provide the Customer with any additional information it may require regarding the security measures in place to assist the Customer in understanding the scope of such measures.
- 10.3. The Customer may order audits to be carried out on a documentary basis in order to ensure that the processing carried out by CARVING LABS in its capacity as a data processor is compliant, by sending CARVING LABS a registered letter with acknowledgement of receipt, up to a limit of one (1) audit per year between July 1st and November 15th of each year (the "**Auditability Period**"). CARVING LABS will have three (3) months to send the Customer the requested documents. Confidential items entrusted to CARVING LABS by other clients are not concerned by the audit of documents.
- 10.4. The Customer may conduct an audit, at most once (1) a year, to ensure compliance with the Data Protection Regulation of the processing operations carried out by CARVING LABS as a data processor for the purposes of performing the Services under the conditions defined below:
- The audit must be preceded by a documentary audit under the conditions of article 10.3 having revealed substantial points of non-conformity of CARVING LABS;
 - The Customer shall notify CARVING LABS of its intention to have an audit performed with a minimum of ten (10) Business Days notice;
 - The audit shall be conducted during the Auditability Period;
 - The audit will be conducted by an external auditor selected jointly by the Parties for its expertise, independence and impartiality and who is, in any event, not a competitor of CARVING LABS;
 - The auditor will be required to sign a confidentiality agreement;
 - The auditor agrees to conduct the audit during business hours and without disrupting the operations of CARVING LABS;
 - An identical copy of the audit report will be provided to the Parties for their comments;
 - The costs of the audit will be borne exclusively by the Customer;

- i) Upon receipt of the report, CARVING LABS will implement within a reasonable period of time the appropriate corrective measures to ensure compliance with the Data Protection Regulation.

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

11. DATA PROTECTION OFFICER

CARVING LABS has appointed a data protection officer who can be contacted by e-mail at dpo@brevo.com (with a copy of the CSM dedicated to the Customer's account) and/or by post at the following address: Sendinblue/Brevo, DPO, 106 Boulevard Haussmann, 75008 Paris (France).

To consult the T&Cs in force until April 1st 2023: <https://www.captainwallet.com/wp-content/uploads/2022/05/cgv-en-cw.pdf>