

DATA PROCESSING ADDENDUM

This Data Processing Addendum (“**DPA**”) forms part of the User Agreement or other written or electronic agreement between GetEmail.io and Customer for the purchase of online services (including associated GETEMAIL.IO offline or mobile components) from GETEMAIL.IO (identified either as “Services” or otherwise in the applicable agreement, and hereinafter defined as “Services”) (the “Agreement”) to reflect the parties’ agreement with regard to the Processing of Personal Data.

By signing the Agreement, Customer enters into this DPA on behalf of itself and, to the extent required under applicable Data Protection Laws and Regulations, in the name and on behalf of its Authorized Affiliates, if and to the extent GETEMAIL.IO processes Personal Data for which such Authorized Affiliates qualify as the Controller. For the purposes of this DPA only, and except where indicated otherwise, the term "Customer" shall include Customer and Authorized Affiliates. All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to Customer pursuant to the Agreement, GETEMAIL.IO may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

HOW TO EXECUTE THIS DPA:

1. This DPA consists of two parts: the main body of the DPA and Schedule 1,
2. This DPA has been pre-signed on behalf of GETEMAIL.IO.
3. To complete this DPA, Customer must:
 - a. Complete the information in the signature box and sign on Page 7.
4. Send the completed and signed DPA to GETEMAIL.IO by email, indicating the Customer’s Account Email (as set out on the applicable GETEMAIL.IO Order Form or invoice), to contact@getemail.io.

Upon receipt of the validly completed DPA by GETEMAIL.IO at this email address, this DPA will become legally binding.

HOW THIS DPA APPLIES

If the Customer entity signing this DPA is a party to the Agreement, this DPA is an addendum to and forms part of the Agreement. In such case, the GetEmail.io entity that is party to the Agreement is party to this DPA.

If the Customer entity signing this DPA has executed an Order Form with GETEMAIL.IO or its Affiliate pursuant to the Agreement, but is not itself a party to the Agreement, this DPA is an addendum to that Order Form and applicable renewal Order Forms, and the GetEmail.io entity that is party to such Order Form is party to this DPA.

If the Customer entity signing this DPA is neither a party to an Order Form nor the Agreement, this DPA is not valid and is not legally binding. Such entity should request that the Customer entity who is a party to the Agreement executes this DPA.

If the Customer entity signing the DPA is not a party to an Order Form nor a Master Subscription Agreement directly with GETEMAIL.IO, but is instead a customer indirectly via an authorized reseller of GetEmail.io services, this DPA is not valid and is not legally binding. Such entity should contact the authorized reseller to discuss whether any amendment to its agreement with that reseller may be required.

This DPA shall not replace any comparable or additional rights relating to Processing of Customer Data contained in Customer’s Agreement (including any existing data processing addendum to the Agreement).

DATA PROCESSING TERMS

1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. “**Authorized Affiliate**” means any of Customer's Affiliate(s) which (a) is subject to the

data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom, and (b) is permitted to use the Services pursuant to the Agreement between Customer and GETEMAIL.IO, but has not signed its own Order Form with GETEMAIL.IO and is not a "Customer" as defined under the Agreement.

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"Customer Data" means what is defined in the Agreement as "Customer Data" or "Your Data."

"Data Protection Laws and Regulations" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland and the United Kingdom, applicable to the Processing of Personal Data under the Agreement.

"Data Subject" means the identified or identifiable person to whom Personal Data relates.

"GDPR" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"Personal Data" means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Processor" means the entity which Processes Personal Data on behalf of the Controller.

"GETEMAIL.IO" means the GETEMAIL.IO entity which is a party to this DPA, as specified in the section "HOW THIS DPA APPLIES" above, being Prestaleads, SARL, a company incorporated in France, located 7, pl. du 11 nov. 1918, 93 000 Bobigny, France.

"GETEMAIL.IO Group" means GETEMAIL.IO and its Affiliates engaged in the Processing of Personal Data.

"Sub-processor" means any Processor engaged by GETEMAIL.IO or a member of the GETEMAIL.IO Group.

"Supervisory Authority" means an independent public authority which is established by an EU Member State pursuant to the GDPR.

2. PROCESSING OF PERSONAL DATA

- 2.1 Roles of the Parties.** The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, GETEMAIL.IO is the Processor and that GETEMAIL.IO or members of the GETEMAIL.IO Group will engage Sub-processors pursuant to the requirements set forth in Section 5 "Sub-processors" below.
- 2.2 Customer's Processing of Personal Data.** Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of Data Protection Laws and Regulations. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data.
- 2.3 GETEMAIL.IO's Processing of Personal Data.** GETEMAIL.IO shall treat Personal Data as Confidential Information and shall only Process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Form(s); (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement.
- 2.4 Details of the Processing.** The subject-matter of Processing of Personal Data by GETEMAIL.IO is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 1 (Details of the Processing) to this DPA.

3. RIGHTS OF DATA SUBJECTS

Data Subject Requests. GETEMAIL.IO shall, to the extent legally permitted, promptly notify Customer if GETEMAIL.IO receives a request from a Data Subject to exercise the Data Subject's right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making ("Data Subject Request"). Taking into account the nature of the Processing, GETEMAIL.IO shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, GETEMAIL.IO shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent GETEMAIL.IO is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from GETEMAIL.IO's provision of such assistance.

4. GETEMAIL.IO PERSONNEL

- 4.1 Confidentiality.** GETEMAIL.IO shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. GETEMAIL.IO shall ensure that such confidentiality obligations survive the termination of the personnel engagement.
- 4.2 Reliability.** GETEMAIL.IO shall take commercially reasonable steps to ensure the reliability of any GETEMAIL.IO personnel engaged in the Processing of Personal Data.
- 4.3 Limitation of Access.** GETEMAIL.IO shall ensure that GETEMAIL.IO's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.
- 4.4 Data Protection Officer.** Members of the GETEMAIL.IO Group have appointed a data protection officer. The appointed person may be reached at contact@getemail.io.

5. SUB-PROCESSORS

- 5.1 Appointment of Sub-processors.** Customer acknowledges and agrees that (a) GETEMAIL.IO's Affiliates may be retained as Subprocessors; and (b) GETEMAIL.IO and GETEMAIL.IO's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. GETEMAIL.IO or a GETEMAIL.IO Affiliate has entered into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such Sub-processor
- 5.2 List of Current Sub-processors and Notification of New Sub-processors.** GETEMAIL.IO will notify customers of any new Sub-processors and shall make available to Customer the current list of Sub-processors for the Services on request. Such Sub-processor lists shall include the identities of those Sub-processors and their country of location
- 5.3 Objection Right for New Sub-processors.** Customer may object to GETEMAIL.IO's use of a new Sub-processor by notifying GETEMAIL.IO promptly in writing within ten (10) business days after receipt of GETEMAIL.IO's notice in accordance with the mechanism set out in Section 5.2. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, GETEMAIL.IO will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Subprocessor without unreasonably burdening the Customer. If GETEMAIL.IO is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the applicable Order Form(s) with respect only to those Services which cannot be provided by GETEMAIL.IO without the use of the objected-to new Sub-processor by providing written notice to GETEMAIL.IO. GETEMAIL.IO will refund Customer any prepaid fees covering the remainder of the term of such Order Form(s) following the effective date of termination with respect to such terminated Services, without imposing a penalty for such termination on Customer.
- 5.4 Liability.** GETEMAIL.IO shall be liable for the acts and omissions of its Sub-processors to the same extent GETEMAIL.IO would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6. SECURITY

6.1 Controls for the Protection of Customer Data. GETEMAIL.IO shall maintain appropriate technical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Customer Data), confidentiality and integrity of Customer Data. GETEMAIL.IO regularly monitors compliance with these measures. GETEMAIL.IO will not materially decrease the overall security of the Services during a subscription term.

7. CUSTOMER DATA INCIDENT MANAGEMENT AND NOTIFICATION

7.1 GETEMAIL.IO maintains security incident management policies and procedures and shall, notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by GETEMAIL.IO or its Sub-processors of which GETEMAIL.IO becomes aware (a “**Customer Data Incident**”). GETEMAIL.IO shall make reasonable efforts to identify the cause of such Customer Data Incident and take those steps as GETEMAIL.IO deems necessary and reasonable in order to remediate the cause of such a Customer Data Incident to the extent the remediation is within GETEMAIL.IO’s reasonable control. The obligations herein shall not apply to incidents that are caused by Customer or Customer’s Users.

8. RETURN AND DELETION OF CUSTOMER DATA

8.1 GETEMAIL.IO shall return Customer Data to Customer and/or, to the extent allowed by applicable law, delete Customer Data.

9. AUTHORIZED AFFILIATES

9.1 Contractual Relationship. The parties acknowledge and agree that, by executing the Agreement, the Customer enters into the DPA on behalf of itself and, as applicable, in the name and on behalf of its Authorized Affiliates, thereby establishing a separate DPA between GETEMAIL.IO and each such Authorized Affiliate subject to the provisions of the Agreement and this Section 9 and Section 10. Each Authorized Affiliate agrees to be bound by the obligations under this DPA and, to the extent applicable, the Agreement. For the avoidance of doubt, an Authorized Affiliate is not and does not become a party to the Agreement, and is only a party to the DPA. All access to and use of the Services and Content by Authorized Affiliates must comply with the terms and conditions of the Agreement and any violation of the terms and conditions of the Agreement by an Authorized Affiliate shall be deemed a violation by Customer

9.2 Communication. The Customer that is the contracting party to the Agreement shall remain responsible for coordinating all communication with GETEMAIL.IO under this DPA and be entitled to make and receive any communication in relation to this DPA on behalf of its Authorized Affiliates.

9.3 Rights of Authorized Affiliates. Where an Authorized Affiliate becomes a party to the DPA with GETEMAIL.IO, it shall to the extent required under applicable Data Protection Laws and Regulations be entitled to exercise the rights and seek remedies under this DPA, subject to the following:

- i) Except where applicable Data Protection Laws and Regulations require the Authorized Affiliate to exercise a right or seek any remedy under this DPA against GETEMAIL.IO directly by itself, the parties agree that (i) solely the Customer that is the contracting party to the Agreement shall exercise any such right or seek any such remedy on behalf of the Authorized Affiliate, and (ii) the Customer that is the contracting party to the Agreement shall exercise any such rights under this DPA not separately for each Authorized Affiliate individually but in a combined manner for all of its Authorized Affiliates together (as set forth, for example, in Section 9.3.2, below).
- ii) The parties agree that the Customer that is the contracting party to the Agreement shall, when carrying out an onsite audit of the procedures relevant to the protection of Personal Data, take all reasonable measures to limit any impact on GETEMAIL.IO and its Sub-Processors by combining, to the extent reasonably possible, several audit requests carried out on behalf of different Authorized Affiliates in one single audit.

10. LIMITATION OF LIABILITY

Each party’s and all of its Affiliates’ liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and GETEMAIL.IO, whether in contract, tort or under any other theory of liability, is subject to the ‘Limitation of Liability’ section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

For the avoidance of doubt, GETEMAIL.IO's and its Affiliates’ total liability for all claims from the Customer and all of its Authorized Affiliates arising out of or related to the Agreement and each DPA shall apply in the aggregate for all claims under both the Agreement and all DPAs established under this Agreement, including by Customer and all Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Customer and/or to any Authorized Affiliate that is a contractual party to any such DPA.

Also for the avoidance of doubt, each reference to the DPA in this DPA means this DPA including its Schedules and Appendices.

11. EUROPEAN SPECIFIC PROVISIONS

11.1 GDPR. GETEMAIL.IO will Process Personal Data in accordance with the GDPR requirements directly applicable to GETEMAIL.IO's provision of its Services.

11.2 Data Protection Impact Assessment. Upon Customer’s request, GETEMAIL.IO shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer’s obligation under the GDPR to carry out a data protection impact assessment related to Customer’s use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to GETEMAIL.IO. GETEMAIL.IO shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 11.2 of this DPA, to the extent required under the GDPR.

11.3 Transfer mechanisms for data transfers. To the extent that the processing of Personal Data by GETEMAIL.IO and/or any of its Sub Processors involves the transfer of Personal Data to a territory that does not provide an adequate level of protection, the parties undertake to provide appropriate safeguards in accordance with Privacy Law in the form of applicable assessments and a European Union and/or United Kingdom approved data transfer mechanism;

12. LEGAL EFFECT

This DPA shall only become legally binding between Customer and GETEMAIL.IO) when the formalities steps set out in the Section “HOW TO EXECUTE THIS DPA” above have been fully completed.

List of Schedules

Schedule 1: Details of the Processing

The parties' authorized signatories have duly executed this Agreement:

CUSTOMER

GETEMAIL.IO

Signature: _____

Signature:  _____

Customer Legal Name: _____

Print Name: Gabriel CIAN _____

Print Name: _____

Title: President

Title: _____

Date: 9th February 2022

Date: _____

SCHEDULE 1 - DETAILS OF THE PROCESSING

Nature and Purpose of Processing

GETEMAIL.IO will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further specified in the Documentation, and as further instructed by Customer in its use of the Services.

Duration of Processing

Subject to Section 8 of the DPA, GETEMAIL.IO will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Categories of Data Subjects

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Prospects, customers, business partners and vendors of Customer (who are natural persons)
- Employees or contact persons of Customer's prospects, customers, business partners and vendors
- Employees, agents, advisors, freelancers of Customer (who are natural persons)
- Customer's Users authorized by Customer to use the Services

Type of Personal Data

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First and last name
- Title
- Position
- Employer
- Contact information (company, email, phone, physical business address)
- ID data
- Professional life data
- Personal life data
- Connection data
- Localisation data