
ARTICLE 1. - DEFINITIONS

- i. **Data Controller:** means the company which determines the purposes and means of the Processing of Personal Data;
- ii. **Data Processor:** means the company who Processes Personal Data on behalf of the Data Controller and under its instructions;
- iii. **Data Privacy Laws:** means all applicable European and national privacy and personal data laws, enactments, regulations, orders, standards, guidelines and other instruments including (without limiting the generality of the foregoing) the EU regulation No 2016/679 of 27 April 2016 called "General Data Protection Regulation" (GDPR) and French Law No 78-17 of 6 January 1978 as modified, called "Loi Informatique et Libertés".
- iv. **Data Protection Authority:** means the relevant data protection supervisory authority which is concerned by the Processing of Personal Data in the framework of this Data Processing Agreement, on the understanding that as the Process of Personal Data may affect or is likely to substantially affect data subjects in more than one Member State, the supervisory authority for the main establishment of the Data Controller should act as lead authority, in accordance with the GDPR;
- v. **Personal Data:** means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- vi. **Platform:** refers to the software developed and published by Wildmoka, its features as subscribed by the Client in the Commercial Proposal, and more generally all the software components and Web, servers which are the exclusive property of Wildmoka and which may, depending on the provisions detailed in the Agreement, be provided in part or in full to the Client, in SaaS (Software as a Service) mode, i.e., deployment and delivery of the Platform whereby it is hosted on remote servers operated by Wildmoka on the Client Environment);
- vii. **Process, Processed, Processing:** means any operation or set of operations performed on Personal Data or on sets of Personal Data, whether or not by automated 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;
- viii. **Services:** refers to the services associated to the provision of the Platform, subscribed by the Client and incumbent on Wildmoka, as they are defined in the Commercial Proposal, which may include support, maintenance, training, and any other service set out in the Commercial Proposal or in an amendment;
- ix. **Transfer, Transferred, Transferring:** means, whether by physical or electronic means, across national borders, both (a) the moving of Personal Data from one location or person to another, and (b) the granting of access to Personal Data by one location or person to another;
- x. **User(s):** refers to the natural persons who receive the services provided by the Platform granted to the Client who are either employed by or contractors of the Client, authorized by the Client to use all or part of the Platform and associated Services.

ARTICLE 2. - PURPOSE

The purpose of this DPA is to provide a contractual basis for the Processing of Personal Data between the Client and Wildmoka and to ensure responsibilities are clearly defined.

ARTICLE 3. - DURATION

The DPA shall become effective as from its signature by the Parties and will remain in force for the term of the Main Agreement.

ARTICLE 4. - OBLIGATIONS OF WILDMOKA REGARDING THE PROCESSING OF USERS' PERSONAL DATA

Wildmoka may Process the Personal Data of the Users, whether directly communicated by the User his/herself or indirectly by the Client, to manage their proper identification, access and use of the Platform, for the performance of services associated to the provision of the Platform, for analytics purposes and, more generally to manage the contractual relationship between the Parties. This Personal Data is strictly confidential and intended for Wildmoka only.

Wildmoka undertakes to Process the Personal Data of these Users in the strict respect of Data Protection Laws.

To that end, Wildmoka implements and maintains appropriate technical and organizational security measures of the Platform and, more generally, its IT system, as stated in Article 7 below.

Wildmoka undertakes not to sell or lease the Personal Data to third parties, and not to transfer the Personal Data other than to the service providers hosting the Platform and its databases, specifically Microsoft (Azure cloud infrastructure) or Amazon (Amazon Web Services cloud infrastructure), in datacenters located in the territory specified in the Commercial Proposal, under binding contractual conditions that shall not derogate from this article and excepting a legal or judicial obligation to disclose such Personal Data.

Each User has a right of access, rectification, limitation and portability of his/her Personal Data. The User also has the right to object the Processing of his/her Personal Data for commercial prospecting purposes by Wildmoka, the right to the erasure of his/her personal data under the conditions of Article 17 of the GDPR, as well as the right to file a complaint with the Data Protection Authority if he/she

considers the Processing operated by Wildmoka constitutes a violation of his/her Personal Data. The rights of the User on his/her Personal Data may be exercised at any time by addressing an email to Wildmoka at the following address: privacy@wildmoka.com.

ARTICLE 5. - OBLIGATIONS OF WILDMOKA REGARDING THE PROCESSING OF PERSONAL DATA ON BEHALF OF THE CLIENT

Wildmoka may access data implemented, generated and/or Processed by the Client on the Platform. Among this data, the Client may Process Personal Data of its own clients, partners or any other individual with whom the Client may interact through the Platform (hereinafter the “*Data Subjects*”). Wildmoka may Process this Personal Data to provide support and maintenance of the Platform, hosting the Platform and its databases, for security purposes, back-end process and, more generally, to perform any other tasks that may be assigned to Wildmoka by the Client under the Main Agreement. As such, Wildmoka acts as the Client’s Data Processor.

As Data Processor, Wildmoka shall respect the following obligations and ensure that its personnel respect the following obligations, in accordance with article 28 of the GDPR:

- (a) Process Personal Data for the strict purposes set forth in this DPA and/or the Main Agreement;
- (b) Process Personal Data according to the documented instructions given by the Client. If Wildmoka considers a given instruction infringes the Data Protection Laws, it will immediately inform the Client;
- (c) ensure the confidentiality and integrity of Personal Data and that its personnel authorized to Process the Personal Data are bound by confidentiality obligation as stringent as those set forth in the Main Agreement;
- (d) take into account, with regard to the Platform and, more generally, its tools, products, applications or services, the principles of protection of Personal Data from the outset (*privacy by design*) and by default (*privacy by default*);
- (e) not use Personal Data for other purposes than those provided for in this DPA and/or the Main Agreement and not keeping them after the term of the Main Agreement or any other term specified by the Client. In any case, Wildmoka undertakes to return to the Client all Personal Data in its possession, in a standard format and destroy all copies of Personal Data stored on its IT infrastructure, with the exception of one copy Wildmoka will archive for the establishment, exercise or defense of legal claims, whether in court proceedings or in an administrative or out-of-court procedure, provided such copy is archived in security conditions compliant with Data Protection Laws;
- (f) not grant a license, rent, assign or otherwise communicate the Personal Data, in whole or in part, to a third party without the prior written consent of the Client;
- (g) assist the Client in carrying out privacy impact assessments and the prior consultation of the competent supervisory authority. The Client acknowledges and agrees such assistance will be subject to a specific quote from Wildmoka;
- (h) procure and maintain for the duration of the Main Agreement an appropriate insurance policy with a first-ranking insurance company of international reputation to cover its obligations under this DPA. Wildmoka agrees to provide to the Client, upon request, a certificate of coverage or other written evidence reasonably satisfactory to the Client of such insurance coverage.

ARTICLE 6. - RIGHT TO USE THE PERSONAL DATA BY WILDMOKA FOR STATISTICAL PURPOSES

The Client expressly authorizes Wildmoka to use the Personal Data Processed according to this DPA and the Main Agreement for statistical purposes and evolution of the Platform (performance, usability improvement, etc.).

According to the GDPR, Wildmoka undertakes to ensure that the statistical results contain no Personal Data but only aggregated data.

Wildmoka will be free to use such results for institutional publications regarding Wildmoka’s products, services and activities, and for marketing purposes.

ARTICLE 7. - SECURITY MEASURES

Wildmoka implements and maintains all appropriate technical and organizational security measures for the Process of Personal Data, including as necessary, pseudonymization and data encryption to protect the confidentiality of Personal Data in accordance with the requirements of Data Protection Laws. These measures are aimed to (i) protect Personal Data against their destruction, lost, alteration, disclosure to unauthorized third parties and (ii) ensure the reinstatement of their availability and access to them in a timely manner in case of physical or technical incident.

These technical and organizational measures are regularly tested, analyzed and evaluated by Wildmoka to ensure their effectiveness.

ARTICLE 8. - SUBPROCESSING

By signing this DPA, the Client expressly authorizes Wildmoka to subcontract the performance of the tasks entrusted to it and which involve the Processing, in whole or in part, of Personal Data. The Client acknowledges and accepts that Wildmoka delegates the hosting of the Platform to the hosting provider designated in Article 4 above.

Wildmoka undertakes to inform the Client of any planned changes regarding the appointment or replacement of a subprocessor and give the Client the opportunity to object to this change. In any event, Wildmoka warrants any subprocessor it appoints offers the same guarantees as those provided for in this DPA, regarding the implementation of appropriate technical and organizational measures in such manner the Processing will meet the requirements of the Data Protection Laws.

ARTICLE 9. - TRANSFERS OF PERSONAL DATA OUTSIDE THE EEA

Where Personal Data is to be transferred outside of the EEA by Wildmoka, it shall insure the Transfer takes place in a state where the European Commission has decided such state ensures an adequate level of protection. Otherwise, Wildmoka shall obtain the express and written consent of the Client prior to the Transfer and take all legal instruments recognized as appropriate by Data Privacy Laws such to control the transfer concerned.

ARTICLE 10. - EXERCISES OF RIGHTS, REQUESTS AND CLAIMS

Wildmoka undertakes to assist the Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfillment of the Client's obligations to respond, in due time and under the conditions set forth by the Data Protection Laws, to any request for the exercise of a right, request or claim of a Data Subject, or a Data Protection Authority or any other regulator.

Wildmoka will do its utmost to implement the appropriate technical and organizational measures the Client may request. These additional services will, if necessary, be the subject of a separate quote, which the Client acknowledges and accepts.

ARTICLE 11. - DATA BREACH

If Wildmoka becomes aware of any breach of Personal Data, it will notify the Client without undue delay after becoming aware of such breach and provide all necessary information in order for the Client to appreciate the breach.

In accordance with Article 33 of the GDPR, unless the breach is unlikely to result in a risk to the rights and freedoms of data subjects, the Client, as Data Controller, is responsible for notifying the Data Protection Authority and, if the breach is likely to result in a high risk to their rights and freedoms, the affected individuals in each relevant Member State concerned by the breach. Such notification has to be made without undue delay and not later than seventy-two (72) hours after the Client having become aware of the Personal Data breach.

Such notification from the Data Controller to the Data Protection Authority shall:

- Describe the nature of the Personal Data breach including where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of Personal Data records concerned;
- Communicate the name, contact detail of the data protection officer or other contact points where more information can be obtained;
- Describe the likely consequences of the Personal Data breach;
- Describe the measures taken or proposed to be taken to address the Personal Data breach, including measures to mitigate its possible adverse effects.

ARTICLE 12. - DOCUMENTATION & AUDITS

Wildmoka will maintain all records of the Processing activities required by GDPR Article 30(2) and provide the Client, under confidentiality obligations, with all information necessary to demonstrate compliance with the obligations in the GDPR.

Wildmoka will allow for audits, including inspections, conducted by the Client or an independent auditor appointed by the Client, provided such auditor does not compete with Wildmoka's activities, and within the limit of one audit per year.

The Parties acknowledge all reports and information obtained during this audit are confidential information. The start date of the audit, the duration and the scope of the audit are defined by agreement between the Parties with a minimum notice of fifteen (15) business days.

The audit may only be carried out during Wildmoka's business hours and in a manner that does not disrupt Wildmoka's activity. The audit does not include access to any systems, information or data not related to the Processing operated under this DPA.

The Client shall bear all costs incurred by the audit, including but not limited to the auditor's fees and shall reimburse Wildmoka for all costs and expenses incurred by this audit, including the time dedicated to the audit, according to the average hourly rate of Wildmoka's staff who collaborated in the audit.

ARTICLE 13. - OBLIGATIONS OF THE CLIENT

As Data Controller, the Client shall:

- (a) Process Personal Data only for the purposes it has determined under this DPA and the Main Agreement and use the Platform in accordance with the purposes for which it has been designed;
- (b) Ensure that Users and Data Subjects have been informed of the Processing of their Personal Data for the purposes set forth in this DPA and have given their consent thereto, where applicable. The Client warrants Wildmoka as such, according to article 14;
- (c) In accordance with the Main Agreement concluded with Wildmoka, address in writing documented instructions to Wildmoka in order to Process the Personal Data and instruct for Process of such Personal Data;

- (d) Ensure before and during the Processing of Personal Data that Wildmoka respects its obligations according to Data Privacy Laws and the Data Processing Agreement;
- (e) Oversee the Processing of Personal Data performed by Wildmoka by conducting audits of the Processing of Personal Data made by Wildmoka under the conditions set forth in Article 12 above;
- (f) Ensure all appropriate technical, organizational and physical measures are implemented and maintained to guarantee the security and confidentiality of the Personal Data Processed and be in position to demonstrate the Processing is performed in accordance with the Data Protection Laws. Those measures shall be reviewed and updated where necessary.

ARTICLE 14. - WARRANTIES

The Client warrants it has obtained and will maintain all necessary consents and/or declarations/authorizations necessary to legally Process the Users and Data Subjects' Personal Data and, more generally, execute this DPA. The Client shall indemnify and hold Wildmoka harmless against any claim or action from a User or Data Subject regarding the protection of their Personal Data.

Wildmoka warrants it has provided sufficient guarantees to implement appropriate technical and organisational measures in such manner that Processing will meet the requirements of the Data Protection Laws and ensure protection of the rights of the Users and Data Subjects.

ARTICLE 15. - APPLICABLE LAW - JURISDICTION

This DPA is governed by French law. It must be applied and interpreted in accordance with this law.

Any dispute regarding the fulfillment, validity or interpretation of the DPA shall be settled as a priority by mutual consent between the duly authorized representatives of the Parties. If no amicable solution has been found, any remaining dispute shall be submitted to the jurisdiction of the competent courts as set forth in the Main Agreement.