DATA PROCESSING ADDENDUM

This Data Processing Addendum ("**DPA**") is subject to and forms part of your Terms of Service or other written or electronic agreement (the "Agreement") for the purchase of online services (including associated GETEMAIL.IO offline or mobile components) from GETEMAIL.IO (identified either as "GetEmail.io Services" or otherwise in the applicable agreement, and hereinafter defined as "Services") and governs the parties Processing of Personal Data.

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

This DPA shall not replace any comparable or additional rights to Processing of Client Data contained in the Client's Agreement.

DATA PROCESSING TERMS

1. DEFINITIONS

Capitalized terms not defined in this DPA have the meanings given to them in your Agreement.

"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 Client'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 Client and GETEMAIL.IO, but has not signed its own separate agreement with GETEMAIL.IO and is not a "Client" as defined under the Agreement.

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

"Client Data" means what is defined in the Agreement as "Client 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 Client Data.

"Process" 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, Client 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 Client's Processing of Personal Data. Client 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, Client's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Client shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Client 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 Client'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 Client (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 Client 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 Client by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Client's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Client, in its use of the Services, does not have the ability to address a Data Subject Request, GETEMAIL.IO shall upon Client's request provide commercially reasonable efforts to assist Client 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, Client shall be responsible for any costs arising from GETEMAIL.IO's provision of such assistance.

4. GETEMAIL.IO PERSONNEL

1. **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.
2. **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.
3. **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. **4.4 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

1. **5.1 Appointment of Sub-processors.** Client acknowledges and agrees that (a) GETEMAIL.IO's Affiliates may be retained as Sub-processors; 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 Client Data to the extent applicable to the nature of the Services provided by such Sub-processor.
2. **5.2 List of Current Sub-processors and Notification of New Sub-processors.** GETEMAIL.IO will notify Clients of any new Sub-processors and shall make available to Client 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.
3. **5.3 Objection Right for New Sub-processors.** Client 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 Client objects to a new Sub-processor, as permitted in the preceding sentence, GETEMAIL.IO will use reasonable efforts to make available to Client a change in the Services or recommend a commercially reasonable change to Client's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening the Client. If GETEMAIL.IO is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Client 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 Client 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 Client.
4. **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 Client 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, Client Data), confidentiality and integrity of Client 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. CLIENT DATA INCIDENT MANAGEMENT AND NOTIFICATION

7.1 GETEMAIL.IO maintains security incident management policies and procedures and shall, notify Client without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure

of, or access to Client Data, including Personal Data, transmitted, stored or otherwise Processed by GETEMAIL.IO or its Sub- processors of which GETEMAIL.IO becomes aware (a "**Client Data Incident**"). GETEMAIL.IO shall make reasonable efforts to identify the cause of such Client Data Incident and take those steps as GETEMAIL.IO deems necessary and reasonable in order to remediate the cause of such a Client 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 Client or Client's Users.

8. RETURN AND DELETION OF CLIENT DATA
8.1 GETEMAIL.IO shall return Client Data to Client and/or, to the extent allowed by applicable law, delete Client Data.

9. AUTHORIZED AFFILIATES

9.1 Contractual Relationship. The parties acknowledge and agree that, by entering into the Agreement, the Client 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 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 Client.

9.2 Communication. The Client 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:

1. **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 Client 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 Client 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).
2. **ii)** The parties agree that the Client 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 Client 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 Client and all

Authorized Affiliates, and, in particular, shall not be understood to apply individually and severally to Client 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 Client's request, GETEMAIL.IO shall provide Client with reasonable cooperation and assistance needed to fulfil Client's obligation under the GDPR to carry out a data protection impact assessment related to Client's use of the Services, to the extent Client 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 Client 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;

List of Schedules

Schedule 1: Details of the Processing

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 Client 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

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

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

Type of Personal Data

Client may submit Personal Data to the Services, the extent of which is determined and controlled by Client 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
- Localization data