(A) NORMATION is a software company operating under the trade name Rudder (hereafter "**RUDDER**").

(B) RUDDER has designed and developed a standard IT infrastructure management software application consisting of a central open source application ("**Rudder Server**") and add-on modules and agents that deploy on each managed Node (together the "**Software**").

(C) RUDDER sells a subscription, for a fixed term, giving access to (i) the provision of the Software, in its current version at the time of the conclusion of these Terms and Conditions, and in future versions published during the term of the subscription, (ii) the User License, (iii) where applicable, the Maintenance and Support of the Software (together the "**Subscription**") as well as services applicable to this Software.

(D) The Client wishes to install and operate the Software under its own responsibility in its Information System and/or to benefit from services sold by RUDDER.

(E) As the Software is a standard product, the Client represents that he/she/it has been given the opportunity to consult the Documentation and to check the suitability of the RUDDER services for his/her/its needs.

CG.1   DEFINITIONS

Anomaly means any defects, errors, bugs or hidden defect affecting the operation of the Software or its interaction with other software in the Client's Information System that may have been reproduced by RUDDER; **User Assistance** means the services offered by RUDDER, at the specific request of the Client, which are neither included in the User License, nor in the Support or Maintenance services; **Documentation** means the documentation for the installation, administration, operation (configuration) and use of the Software. It specifies in particular the compatibility matrices required by the Client's Information System. The Documentation is in English and can be accessed online at https://docs.rudder.io; **Security Incident** means a known and proven Vulnerability that compromises the operation expected by RUDDER of the Software and whose exploitation, by the Client or a third party, could constitute, for example, the offence of infringement of an automated data processing system within the meaning of Articles 323-1 to 323-3 of the French Criminal Code. Any Security Incident is Confidential Information; **User License** means the right for the Client to use, throughout the term of the Agreement, in a non-exclusive and non-transferable manner in exchange for the payment of a fee, the complementary modules and proprietary agents of the Software, the list of which is accessible on https://www.rudder.io/CGV/Rudder-License-List-EN-2023-V1.pdf ; **Maintenance** means the paid service of intervention on the Software at the request of the Client to correct Anomalies and Vulnerabilities; **Node** means a computer system, whether physical or virtual (server, workstation, connected object, container, etc.) registered and managed by a RUDDER server; **Subscription** means a subscription, for a fixed period, to (i) the provision of the Software, in its current version at the time of the conclusion of these Terms and Conditions, and in future versions published during the period of the subscription, (ii) the User License, (iii) if applicable, the Maintenance and Support of the Software; **Support** means the service enabling installation or usage difficulties, Vulnerabilities or Anomalies to be reported with a view to their analysis in order to find a specific response thereto; **Information System** means (i) "any set of interconnected devices" by means of an electronic communications network "of which one or more components ensure, whilst running a computer program", "automated processing of digital data" and (ii) "digital data stored, processed, retrieved or transmitted" by these devices by means of an electronic communications network "with a view to their operation, use, protection and/or maintenance" (Art. 1 French "N.I.S." law of February 26, 2018) (iii) which are owned or controlled by a party and (iv) more generally, any hardware and/or software device, internal or external to a party's company, necessary for the proper functioning of its Information System (air conditioning, power supply, etc.) and used by said party to render or benefit from the Software User License; **Authorized User** means an employee, agent or representative of the Client designated thereby to access the Support and Maintenance, who must be certified by following the Rudder training or providing evidence of equivalent training; **Vulnerability** means a potential threat arising from "the specifications, design, implementation, installation, configuration or use" of (i) the Software, or (ii) the Security of Client Data processed by the Software. Any Vulnerability that is not made public (official publication by CERT FR or by the publisher of the software concerned) is confidential information.

CG.2   GENERAL TERMS AND CONDITIONS

2.1   In accordance with Article L. 441-1 of the French Commercial Code, the GT&Cs constitute the sole basis for commercial negotiations between the Parties. Their purpose is to define the conditions under which RUDDER makes the Software available to third parties and its Clients, and provides the services purchased by its Clients.

Version : CGV Rudder EN 2023.01.docx

They are applicable as soon as they enter into force and replace the previous ones.

They shall apply, without restriction or reservation, to (i) any use of the Software, even in the absence of a signed contract, and (ii) all services rendered by RUDDER to Clients of the same category, regardless of any clauses that may appear in the Client's documents, and in particular its general terms and conditions of purchase.

In accordance with the applicable regulations, RUDDER reserves the right to deviate from certain clauses of the GT&Cs, depending on the negotiations conducted with its Clients, by establishing special terms and conditions.

The use of the Software implies knowledge of the GT&Cs and implies irrevocable and unconditional acceptance.

2.2   The Agreement is composed of the following documents in the following order of priority: the Special Terms and Conditions (ST&Cs), these GT&Cs, the Annexes. In case of contradiction or difference between the clauses of the contractual documents, these documents shall prevail in the above order of priority. In the absence of ST&Cs, these GT&Cs shall constitute the Agreement.

2.3   The Agreement reflects all the commitments made by the Parties with respect to its subject matter. It cancels and replaces all written or verbal agreements made prior to its signature, as well as all proposals or offers to enter into a contract by the Parties relating to the same subject matter. Any modification of the Agreement must be made by written agreement signed by the Parties. The fact that a Party does not avail itself of any of the rights arising from the Agreement shall not be interpreted, regardless of the duration and extent of such forbearance, as a waiver of its right to subsequently enforce each of its clauses at any time and without notice.

2.4   The Agreement and the services resulting from it are subject to French law.

2.5   In the event of any difficulty relating to the formation, performance, interpretation or termination of the Agreement, or to the terms and conditions of the performance of their obligations, the Parties undertake, prior to any litigation, to meet, upon notification by the first Party to act, in order to seek an amicable solution, either between themselves or through the appointment of a third party mediator appointed jointly by them and paid for equally by each of them.

2.6   In the absence of an agreement within 30 days following the aforementioned notice, any dispute shall be submitted to the jurisdiction of the Commercial Court of Paris to which the Parties attribute exclusive jurisdiction.

CG.3   SERVICES

The Subscription start date is the date of signature of the special terms and conditions unless otherwise specified or, if not, the date the Software is made available.

3.1 PROVISION OF THE SOFTWARE

The delivery of the Software is made by providing a URL access to a https download link.

Access to the Software can be made at any time 24 hours a day, 7 days a week, subject to possible unavailability due to the functioning of the Internet network or to ongoing system updates.

The installation of the Software is carried out by the Client in his/her/its Information System, in accordance with the Documentation.

The compatibility of the Software with the production environments of the Client's Information System is shown in the "compatibility matrix" accessible in the Documentation.

The Client has access to the Software in its version in force at the date of Subscription and in any updated versions that intervene during the term of the Subscription.

The Software is intended to be used by the Client (i) in strict compliance with the rules of identification and assignment of rights; (ii) for the sole purpose of managing its IT structure under the conditions exhaustively defined in the Agreement. Under no circumstances may it be used to process data from third parties or for the benefit of third parties, whether free of charge or in return for payment.

Any change or attempted change by the Client, whether intentional or unintentional, to the conditions of access to or use of the Software (access by a means not authorized or not provided for by RUDDER, an increase by the Client in the number of licenses or designated Users which has not been accepted by RUDDER, etc.), or any use of the Software under conditions not provided for in the Agreement, without RUDDER's prior written consent, shall be deemed to

constitute a sufficiently serious breach of contract on the part of the Client to entitle Rudder to immediately suspend the License ipso jure.

The Client may make one (1) inactive copy of the Software only for backup purposes to restore its Information System in the event of a Security Incident affecting its copy of the Software.

In accordance with Article R.1332-41-13 of the French Defense Code, in the event that the Software is included in the scope of its Vital Information System (S.I.I.V.), RUDDER undertakes to make the source codes available to the ANSSI.

3.2 USER LICENSE

The License Agreement may not be sublicensed, assigned, transferred or made available to any third party, whether free of charge or for a fee, by any means whatsoever. The price of the License Agreement is included in the amount of the Royalty.

The License authorizes the use of only 1 (one) Rudder Server in a production environment. Two (2) instances may be used in non-production environments.

RUDDER reserves the right to include in the Software an automatic reporting module for detailed metrics without collecting personal data, in order to facilitate Support and Maintenance operations, as well as the invoicing of the Royalty, and to check the Client's compliance with the obligations set forth in the Agreement and to adapt the invoicing, if necessary.

3.3 SUPPORT AND MAINTENANCE

Access to Support and Maintenance is restricted to users designated by the Client among the Authorized Users.

The Support applies only to the current versions of the Software (a list of which is available via the following link: https://docs.rudder.io/reference/current/installation/versions.html)

The scope of the Support and Maintenance service provided by RUDDER depends on the "plan" subscribed to by the Client as described in the Special Terms and Conditions, if applicable, or failing that, in the quotation or order form.

The Client has online access, via a dedicated space allowing him/her/it (i) access to all the Software Documentation, (ii) access to spaces: community, knowledge base, online training, etc., as and when RUDDER and its ecosystem provide content, (iii) to register and track his/her/its Support and Maintenance request tickets.

The Client is responsible for listing its Authorized Users and for informing RUDDER of any changes. The Software Support is accessible and functional during the French opening hours (CEST time zone) from 9:00 a.m. to 7:00 p.m. from Monday to Friday, excluding public holidays .

For any problem relating to the installation or use of a Software product, the Client submits a support ticket to RUDDER. Upon receipt of the Support ticket, RUDDER shall diagnose the Client's problem, qualify it and then direct the Client (i) to the Documentation, the knowledge base or other content available online, or (ii) to Maintenance, or (iii) to an Additional Service.

The conditions of commitment of response time and work around for an anomaly, the duration of supply of patch versions on a branch of the software and the minimum update window are applicable only after the signature by the Client of the Special Terms and Conditions.

The Client is limited to opening a maximum of ten (10) tickets per week and twenty-five (25) per month.

RUDDER reserves the exclusive right to correct Anomalies.

RUDDER's obligation to correct defects in the Software is an obligation of best efforts.

The Client undertakes to regularly update the Software according to the availability of a new minor and/or major version of the Software by RUDDER in order to be able to benefit from the Support and Maintenance. The Client undertakes to install and use the patches provided by RUDDER without delay.

Once the Support ticket has been qualified as Maintenance by RUDDER and the Anomaly has been reproduced by RUDDER in its test environment, RUDDER undertakes to use its best efforts to correct the Anomaly within a reasonable time.

3.4 ADDITIONAL SERVICES

The Client can benefit, according to the terms and conditions provided in the Special Terms and Conditions, from additional services:

- ➢ User support
- ➢ Software development (generic or specific)
- ➢ Public or group, private or individual training
- ➢ Consulting and project management
- ➢ Audit.

RUDDER shall provide additional services (excluding user support) within a minimum of 4 weeks from the date of order.

Any necessary travel expenses are to be borne by the Client, unless otherwise stipulated in the Agreement, and shall be invoiced at a flat rate, unless the Client expressly requests that they be invoiced at actual cost or paid directly.

CG.4 OBLIGATIONS OF THE PARTIES

4.1 Each Party is fully responsible for the security measures to be implemented in its Information System and on any terminal allowing access to it in order to detect any Vulnerability and/or any Security Incident, in accordance with industry standards, and to remedy it as soon as possible.

4.2 In addition to the obligations of good faith and fair dealing in its performance, the obligations of the Parties are as follows

4.3 RUDDER's obligations: (a) to make the Software available within two (2) business days of the Subscription (in France); (b) to perform the services directly related to the granting of a license to use the Software, (c) to perform the services and additional services purchased by the Client, where applicable.

4.4 RUDDER guarantees the compliance of the Software and the services rendered with the law in force.

4.5 Obligations of the Client: (a) payment of the price in accordance with the terms and conditions described in the Agreement; (b) obligation to inform RUDDER of any changes occurring during the performance of the Agreement which directly or indirectly, immediately or in the future, affect the terms and conditions and/or the manner of performance of the Agreement; (c) to grant RUDDER access for the purpose of carrying out an audit to verify the compliance of the licenses.

4.6 The Client's strict compliance with the terms and conditions of the License Agreement and RUDDER's intellectual property rights shall together constitute an essential obligation for the Agreement on the part of the Client.

4.7 As the Software is installed in the Client's Information System, the Client alone and under its responsibility manages the logins of its employees (allocation, renewal, number of authorized attempts, etc.) allowing them to access all or part of its Information System.

CG.5 FINANCIAL CONDITIONS

5.1 5.1 The prices applicable to the Agreement are those in force on the day of its signature or renewal. They are expressed in Euros and do not include taxes. The rates for services during the performance of the Agreement are listed on https://www.rudder.io/CGV/Rudder-Price-List-EN-2023-02.pdf. The Subscription is payable in arrears.

5.2 The legal regime of hardship of Article 1195 of the French Civil Code is excluded from the relationship between RUDDER and the Client.

5.3 RUDDER's invoices shall be payable within a maximum of thirty (30) days from the date of issue.

5.4 Payment shall be made by bank transfer to the RUDDER bank account stated on the invoice.

5.5 In the event that the Client uses, without prior written consent from RUDDER, a number of servers (nodes) or instances greater than that subscribed to in the Special Terms and Conditions, RUDDER shall notify the Client of the increase in the Price of the Royalty for these Undeclared Uses (PUND) according to the formula [PUND = PUSID x NSIUND x NMSIND x 150%], (any started calendar month being due), which the Client expressly acknowledges and accepts, and in which: x= "multiplied by"; PUSID = Unit Price of the Royalty exclusive of tax reported per month and per Server (node) or Instance Declared under the Purchase Order; NSIUND = Number of Servers/Instances Used and Not Previously Declared by Client to RUDDER; NMSIND = Number of Months of NSIUND usage.

If the Client fails to pay the corresponding amount, the Client shall be deemed to be using the Software without a User License to Use, and RUDDER may (i) terminate all the User Licenses, and (ii) seek compensation for its entire loss, in particular for the infringement by the Client of RUDDER's intellectual property rights, all sums due under the Royalties for the remaining period of the Agreement shall be certain, liquid and payable as provisional compensation for RUDDER's loss, which RUDDER may request to be paid in summary proceedings.

5.6 Any delay in payment shall automatically entail, without the need for a reminder, the application of the late payment penalties provided for in Article L441-10 of the French Commercial Code at a rate equal to the interest rate applied by the ECB to its most recent refinancing operation plus 10 percentage points, as well as the collection of the legal fixed recovery indemnity of 40 euros, which may be increased upon justification when the recovery costs incurred by RUDDER are higher.

5.7 Any delay in payment by the Client of more than thirty (30) days after the contractually agreed due date and after reminder by e-mail from

RUDDER to the Client shall be deemed to constitute a sufficiently serious breach on the part of the Client to entitle RUDDER to immediately suspend the Software license (default exception principle), without further notice or formality of any kind.

5.8 In the event of termination of the Agreement (i) by RUDDER for non-payment by the Client or (ii) by the Client before the end of the term, the total amount exclusive of tax of the Royalty due by the Client to RUDDER for the duration of the Agreement not yet performed shall be immediately payable as provisional compensation for the loss suffered by RUDDER, without prejudice to RUDDER's right to seek compensation for its entire loss in court

CG.6   LIABILITY

6.1 The Software corresponds to a standard service designed for companies of varying size operating in different sectors of activity. It is therefore the Client's responsibility to verify that the Software corresponds to the definition of its needs and is sized in such a way as to meet its own objectives. Under no circumstances shall RUDDER be held liable for the unsuitability of the Software for the Client's needs.

6.2 RUDDER shall not be liable for any damage caused directly or indirectly by the characteristics and limitations of the Internet.

6.3 Each Party shall only be liable for immediate, direct and foreseeable damages caused (i) by a partial or total failure to perform the Agreement as proven by the other Party or (ii) by negligence sanctioned by an enforceable decision of a control authority (CNIL, ARS, ANSSI, ARCEP, etc.). Neither Party shall be liable for any indirect, unforeseeable or non-consequential damages caused by its partial or total failure to perform the Agreement, including for the Client the cost of replacement software for the Software License.

6.4 The amount of liability of each Party to the other is unlimited in the event of (i) personal injury or (ii) gross negligence or fraud (Art.1231-3 [new] French Civil Code) or (iii) infringement of intellectual property rights or (iv) failure to comply with its obligations under the Personal Data Legislation or (v) failure to comply with the provisions of the Confidentiality and Trade Secrets section or the User License - Export Control section.

6.5 RUDDER shall only be liable to the Client and to third parties for direct damage caused by the performance of its services, except where the damage is the result of a fault on the part of the Client or a failure on the part of the Client to comply with its obligations under the Agreement.

6.6 The total amount of RUDDER's pecuniary liability shall be limited, for all causes combined, to an amount equal to the amount of Royalties collected by RUDDER during the last twelve (12) months of use of the Software. The Client and its insurers shall waive any recourse beyond this amount, and the Client shall be liable for the waiver of recourse by its insurers.

6.7 RUDDER shall not be liable in the event of total or partial non-performance or defective performance resulting from an event beyond its control or its fault (force majeure, act of God, fatal event or fault of the Client).

6.8 The Parties waive the application of Articles 1221, 1222 and 1223 of the French Civil Code.

CG.7   TERM AND TERMINATION

7.1 The duration of the Agreement is fixed in the ST&Cs.

Otherwise, the Subscription is concluded for a period of one (1) year from the date of provision of the download link of the User License and the duration of the services corresponds to the time required for their performance.

7.2 The Agreement shall be terminated ipso jure in the event of a sufficiently serious breach (i) of any of its contractual obligations or (ii) of an explicit essential quality of its performance by either Party without remedy within thirty (30) days of the formal notice sent by the other Party.

7.3 Termination of the Agreement shall automatically result in termination of (i) the Software License, (ii) the Support and (iii) the Maintenance.

Termination shall require the Client to (i) permanently uninstall the Software and (ii) permanently delete any backup copy under its control that it may have made or caused to be made.

If the Client fails to comply with this obligation, RUDDER shall be entitled to interrupt any possibility of access to the Software by the Client and to give the Client formal notice to (i) permanently uninstall the Software and (ii) permanently delete any backup copy of it under its control that it may have made or caused to be made.

Termination of the Agreement for any reason whatsoever shall render all amounts due to RUDDER immediately payable.

7.4 The provisions which by their nature survive the termination of the Agreement (in particular the attribution of jurisdiction, the obligation of confidentiality, the obligations to protect personal data, etc.) shall survive the expiry of the Agreement or the taking effect of the termination of the Agreement, regardless of the cause and/or the basis thereof.

CG.8   PROCESSING OF EMPLOYEE CONTACT DATA

8.1 Each Party is responsible for processing the personal contact data of the other Party's Employees that each Party collects directly (Art.13 GDPR) from the other Party's Employees in the course of performing the Agreement for the sole processing purposes set forth in articles 6.1 (b), 6.1 (f), and 17 of the GDPR. Each party undertakes to retain the personal data of the Employees for the period necessary for the performance of the Agreement and, beyond that, for the period necessary for the exercise of any legal action that may be brought between the Parties as a result of the performance of the Agreement. At the end of the legal period of limitation of action in France, the personal data of the Collaborators necessary for the performance of the Agreement shall be deleted (right to be forgotten Art.17 GDPR) from the databases of the party that collected them.

8.2 Each employee of a party has a right of access (Art.15 GDPR) and rectification (Art.16 GDPR) of his/her personal data processed by the other party. Each party undertakes to respond by email to each Employee of the other party within thirty (30) days of receipt of their request, if possible by email. If the Employee does not receive a response, he/she shall be entitled to refer the matter to the Commission Nationale de l'Informatique et des Libert√©s (French Data Protection Authority) in order to contest this failure to reply. It is the responsibility of each party to inform its Employees of the rights offered by the other party under the Legislation on personal data.

8.3 The data of this processing is hosted by each Party (i) exclusively on the territory of a country of the European Union or (ii) of the European Free Trade Association (Iceland, Norway and Liechtenstein) or (iii) benefiting from an adequacy decision of the European Union (mainly Argentina, Canada, Israel, New Zealand, Switzerland, Uruguay, Japan and " Privacy Shield ") or (iv) by a service provider that has entered into an agreement strictly in accordance with the standard contractual clauses of Decision No. 2010/87/EU of February 5, 2010, which allows RUDDER to export personal data without "specific authorization" (Art. 45.1 GDPR) of the data subjects.

8.4 Each Party undertakes to include this data processing in its "register of processing activities" (Article 30 GDPR).

8.5 Any other type of processing by one party of the personal data of the other party's employees (e.g. transmission with or without pecuniary consideration to third parties for direct or indirect prospecting purposes, including profiling) shall only be carried out by one party with the prior individual informed consent of each Employee (Art. 6.1 (a) GDPR) of the other party. Each electronic mailing from one party to the other party's employees shall include a clear and concise reminder of the existence of the rights offered to each employee of the other party under the Personal Data Legislation, in particular the right to object to prospecting and profiling (Art.21 GDPR).

8.6 Each party undertakes to inform the CNIL of any breach of the personal data of the other party's Employees promptly and at the latest within seventy-two (72) hours after becoming aware of it (Art.33 GDPR).

CG.9   INSURANCE

Rudder represents that it holds insurance with a solvent insurance company covering the consequences of any civil liability it may incur as a result of the performance of the Agreement.

CG.10   USE OF THE NAME FOR REFERENCE PURPOSES

The Client expressly authorizes RUDDER to use the Client's name and logo as a commercial reference (list of RUDDER's Client references), to the exclusion of any other use, which shall be subject to prior written authorization by the Client..