



Reveal

General Terms and Conditions

The Reveal General Terms and Conditions (“**GTC**”) are concluded by and between Reveal SAS, a French corporation, registered in the Paris Trade and Companies Register under number 793 618 729, with a place of business at 14 avenue de l’Opéra, 75001 PARIS France (“**Reveal**”), and the customer set forth on the Order Form or in the online subscription process (“**Customer**”) (each a “**Party**” and together the “**Parties**”).

1. PREAMBLE

- 1.1 Reveal provides Services, as described in Appendix 1 "Description of the Services", allowing the Customer to enhance its CRM database, in order to identify clients or prospects with whom to develop or initiate new projects and business relationships.
- 1.2 The Services are provided through a Product developed by Reveal and accessible in a Software as a Service (“**SaaS**”) mode, accessible via the Nearbound Platform "<https://app.reveal.co>".
- 1.3 The Customer acknowledges and declares to have the necessary skills to understand the Services and to ensure that such Services are relevant and appropriate to its IT needs and infrastructure, particularly with regard to its Data Source connected / uploaded to Reveal Services.

2. DEFINITIONS

- 2.1 "**Affiliate**", in relation to a Party, any person that, at any time, directly or indirectly (a) Controls such Party; or (b) is Controlled by the person referred to in (a) above. For the purpose of this definition "Control" shall have the meaning set forth in article L.233-3 and followings of the French Code de Commerce, and “Controls” and “Controlled” shall be construed accordingly.
- 2.2 "**Applicable Data Protection Regulations**" means (i) the European Regulation 2016/679 (“**GDPR**”), (ii) e-Privacy Directive 2002/58/EC of July 12, 2002, and any legislation replacing the GDPR and the e-Privacy Directive, (iii) any law, statute or regulation on the protection of Personal Data of a Member State of the European Economic Area (“**EEA**”), which may apply to one of the Parties in connection with its data processing activities or its establishment in the EEA.
- 2.3 "**Applicable Laws**" means all statutes, statutory instruments, orders, rules, regulations, instruments, provisions that apply to this Contract.
- 2.4 "**Authorized User(s)**" has the meaning set forth in Article 4.3 "License" below.
- 2.5 "**Nearbound Platform**" means software developments belonging to Reveal relating to a computer/mobile application allowing access to the Services at the following address: <https://app.reveal.co>, and in all their subsequent versions, in the form of executable code, under the name "Reveal".



- 2.6 **"Confidential Information"** of a Party (the **"Disclosing Party"**) means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other Party (the **"Receiving Party"**) or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. For the sake of clarity, the Parties acknowledge that Confidential Information includes the terms and conditions of this GTC, and all information acquired by the Customer in connection with, or in the course of the execution of the Contract.
- 2.7 **"CRM Data"** means all data within Customer Data Source temporarily made available to Reveal via the Platform before the Customer imports the Processed CRM Data subject to the Services.
- 2.8 **"Customer"** means Reveal's co-contractor to the Contract duly represented by the natural person signing the Contract, while fulfilling the requirements as set forth in Article 11.1 "Authority" of the Contract.
- 2.9 **"Customer Data"** means the combination of CRM Data and Processed CRM Data, and may include Personal Data.
- 2.10 **"Data Source"** means the Customer's business database, containing CRM Data, that is temporarily connected or uploaded, by the Customer, to the Product through the Nearbound Platform, the time for the Customer to select the Processed CRM Data.
- 2.11 **"Edition"** means a new Edition of the current Version of the Nearbound Platform, for example, Edition 7.5 compared to Edition 7.2.
- 2.12 **"GTC"** means this document entitled "General Terms and Conditions"
- 2.13 **"Intellectual Property Rights"** means any and all intellectual property rights of a Party, in particular the trademarks, technology, know-how and all: (i) patents, patent applications and patent rights; (ii) rights associated with works of authorship including copyrights, copyright applications, copyright registrations; (iii) rights relating to the production and use of trade secrets and confidential information; (iv) any rights analogous to those set forth in this definition and any other proprietary rights relating to intellectual property; and (v) divisional, continuations, renewals, reissues and extension of the foregoing (as and to the extent applicable) now existing, hereafter filed, used or acquired, and whether registered or unregistered.
- 2.14 **"Notice"** has the meaning set forth in Article 13.4 "Notices" below.
- 2.15 **"Order Form"** means the document agreed between Reveal and the Customer when the Customer subscribes to the paid Services, and describing the particular conditions applicable to the provision of these Services.
- 2.16 **"Personal Data"** has the signification given by Article 4 of the GDPR, i.e. any information relating to an identified or identifiable natural person ('data subject') where 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, a location, an online identifier or to one or more factors specific to physical, physiological, mental, economic, cultural or social identity of a natural person.
- 2.17 **"Product"**: means the software, databases, connectors, hosting infrastructures, application programming interfaces (**"API"**), data, analysis, reports, and the Nearbound Platform processed or developed by Reveal in their current versions or improved versions that could



be made during the term of the Contract. The Product is accessible in SaaS mode to the Customer and their Trusted Business Partners through the Nearbound Platform. The Product is based on a unique technical architecture accessible in a unique manner by the Customer ("single-tenancy");

- 2.18 **"Processed CRM Data"** means CRM Data imported into the Product through the Nearbound Platform and processed by Reveal as part of the Services.
- 2.19 **"Services"** means the product(s) and service(s) as described in Appendix 1 that are subscribed in whole or in part by a customer online or through an Order Form referencing this GTC, whether on a free, trial, or paid basis, and to which Reveal thereby provides access to Customer. Services exclude any products or services provided by third parties, even if Customer has connected those products or services to the Services.
- 2.20 **"Production Data"** means all data produced by Reveal and resulting from the computing and analysis by Reveal of the Processed CRM Data of the Customer.
- 2.21 **"Trusted Business Partner"** means a Customer's business partner with whom the Customer wants to share data. Once the Trusted Business Partner is invited by the Customer to use the Services and accepts the invitation, the Trusted Business Partner must create a User Account to access the Services and become a Customer.
- 2.22 **"Usage Data"** means data information about how the Customer uses the Services, to monitor security of any access to the Nearbound Platform, and to identify potential improvements to the Nearbound Platform and its features.
- 2.23 **"User Account"** means the interface dedicated to the Customer created according to the conditions of Article 5.1 below, securely accessible by them on the Nearbound Platform, and enabling the use of the Services.
- 2.24 **"Version"** means a completely new version of the Nearbound Platform, for example Version 7 compared to Version 6.
- 2.25 **"Implementation services"** means the support from the Reveal team to install and configure the Reveal product(s) that the Customer subscribed to in the order form.

3. **CONTRACT**

- 3.1 **Hierarchy.** The term **"Contract"** means the following documents, which are ranked in descending order of legal force:
- 1- the Order Form subscribed to by the Customer (when Paid Services are subscribed),
 - 2- these GTC,
 - 3- the Appendices to the GTC:
 - Appendix 1: Description of the Services
 - Appendix 2: Service Level Agreement (SLA)
 - Appendix 3: Data Protection Agreement
 - Appendix 4: Authorized sub processors
- 3.2 **Conflicts.** In case of conflict between the provisions of one or more of the documents mentioned above, the document having the greatest legal force will prevail. In case of conflict between the provisions of different versions of the same document, the provisions of the latest version will prevail, as the latest version is the one in force.



4. CUSTOMER'S LICENSE ON THE NEARBOUND PLATFORM

4.1 **Support.** Reveal makes the Nearbound Platform available to the Customer in an electronic format in a SaaS mode.

4.2 **License.** Reveal hereby grants Customer a non-exclusive, non-transferable, non-assignable royalty-free, and worldwide license to access and use the Nearbound Platform and the attached Services for the duration of the Contract. The Customer may only access and use the Nearbound Platform for internal business purposes, all subject to the terms and conditions of the Contract.

4.3 **Authorized Users.** The Customer may designate and provide access to its (or its Affiliates) employees, independent contractors, or other agents to an User Account of the Nearbound Platform as Authorized Users up to the number of "seats" set forth in the Order Form (unlimited if not specified in the Order Form). Each account may be used only by a single, individual Authorized User, and the Customer may be charged for additional seats (if applicable), or Reveal may terminate the GTC for cause, if this requirement is circumvented. Customer is responsible for all use and misuse of the Services by Authorized User accounts and for adherence to this GTC by any Authorized Users, and references to Customer herein will be deemed to apply to Authorized Users as necessary and applicable. The Customer agrees to promptly notify Reveal of any unauthorized access or use of which the Customer becomes aware.

4.4 **New Versions and Editions.** Should a new Version or Edition of the Nearbound Platform become available, the Customer shall use the Version or Editions of the Nearbound Platform which is made available by Reveal as part of the Contract.

5. ACCESS AND USE OF THE SERVICES

5.1 **User Account.** The Services, as described in Appendix 1 of the GTC, are available on the Nearbound Platform at the following address: <https://app.reveal.co>. To access the Services, the Authorized User must first create a dedicated User Account by entering an exact email address, define a personal and confidential password (together the "**Access Codes**") under the conditions set out in article 4.2 "License" below, and provide the name of the Customer's company. To finalize the creation of an User Account, the Authorized User must have read and accepted these GTC.

5.2 **Access Codes.** The Authorized User's password must be a sufficiently high level of security and contain at least 8 characters of the Authorized User's choice, including at least 1 uppercase or number. The Authorized User is solely responsible for the preservation, security and integrity of the Access Codes and agrees to report to Reveal any loss or misuse of the Access Codes, as soon as possible and by any means, provided that such loss or misuse is confirmed to Reveal by registered letter with acknowledgment of receipt. Until receipt by Reveal of such confirmation, any action performed by the Authorized User shall be irrefutably deemed performed by the Authorized User who will be solely responsible with respect to Reveal or to third parties.

5.3 **Data Source.** Once the user account is created, the Customer, via an Authorized User, must connect or upload a Data Source to the Nearbound Platform. By connecting / uploading its Data Source to the Nearbound Platform, the Customer undertakes that:

- (a) It constitutes express authorization given to Reveal to view, process and upload CRM Data on the Nearbound Platform from the Data Source for the purpose of the Contract.



- (b) It grants Reveal the right to process the Customer's credentials in order to connect to the Data Source for the purpose of the Contract.

5.4 **Status of the Trusted Business Partner(s).** To share Processed CRM Data with a Trusted Business Partnership the Customer shall invite such Trusted Business Partner. If the invited Trusted Business Partner Accepts the Customer's invitation, and creates an User Account, it becomes a Customer.

5.5 **Prohibited Uses.** The Customer and Authorized Users undertake not to:

- (a) "frame," distribute, resell, or permit access to the Nearbound Platform by any third party other than for its intended purposes;
- (b) use the Nearbound Platform other than in compliance with the Applicable Laws;
- (c) interfere with the Services or disrupt any other user's access to the Nearbound Platform;
- (d) knowingly transfer to the Nearbound Platform any content or data that is defamatory, harassing, discriminatory, infringing of third party intellectual property rights, or unlawful;
- (e) transfer to the Nearbound Platform or otherwise use on the Nearbound Platform any routine, device, code, exploit, or other undisclosed feature that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or
- (f) use any robot, spider, data scraping, or extraction tool or similar mechanism with respect to the Nearbound Platform and the Services.

5.6 **Evolution of the Services.** The Parties agree that Reveal may, at its discretion, develop and evolve the Services and the elements of which they are composed. These evolutions will be enforceable against the Customer as soon as they are launched into production.

5.7 **Connecting to Third-Party services.** If the Customer wishes to connect third-party services to the Services or to connect with Reveal while using a third-party authentication service, or otherwise grants Reveal an access to information from a third-party service, Customer is fully responsible for any further use of information, including Personal Data, from those third parties for the purpose of and in accordance with the Contract.

6. INTELLECTUAL PROPERTY

6.1 **Reveal's Intellectual Property.** Reveal exclusively retains Intellectual Property Rights relating to the Product, Nearbound Platform and the Services.

6.2 Because of their integration by Reveal into the Product, Customer hereby provides Reveal a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into the Product, the Nearbound Platform, the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback Reveal receives from Customer, Customer's agents or representatives, Authorized Users, or other third parties acting on Customer's behalf. Reveal reserves the right to seek Intellectual Property Rights for any features, functionality or components that may be based on or that were initiated by such suggestions, enhancement requests, recommendations or other feedback.

6.3 The Customer shall not, and will not allow any third Party, to (a) copy, imitate or make the Nearbound Platform and the Services in whole or part; (b) translate, analyze, modify, adapt,



improve, extend, decompile, disassemble or otherwise perform any reverse engineering or attempt to derive the source code of the Product in any way whatsoever; or, (c) use the Nearbound Platform, in whole or in part, to provide it as a service ("SaaS") or host any outsourcing or service office or any other situation in which the Nearbound Platform would be used outside the license scope, as set forth in Article 4 above, or to process a third party's data.

- 6.4 The Customer shall immediately report to Reveal any actual, foreseeable or suspected forgery of the Nearbound Platform or of any other Intellectual Property Right of Reveal, as well as any request or allegation that the Nearbound Platform infringes the rights of a third party.
- 6.5 **Customer's Intellectual Property.** The Customer exclusively retains Intellectual Property Rights relating to the Customer Data, and remains the owner of the Customer Data made available to Reveal in the context of the performance of this Contract and the provision of the Services.
- 6.6 Customer hereby grants Reveal a non-exclusive, non-transferable, non-assignable, royalty-free, and worldwide license to access and use the Customer Data as well as any information referred to in Article 5.7 "Connecting to Third-Party services" above, for the Term of the Contract, for the sole purpose of the provision of the Services, and subject to the terms and conditions of the Contract. This does not include Production Data and Usage Data, which are generated, created, and produced by Reveal.
- 6.7 Reveal shall refrain from reproducing or disclosing this Customer Data by any means whatsoever, in any form whatsoever and on any medium whatsoever, without the prior consent of the Customer and subject to any authorized sub-contracting, except for the sole purpose of performing the Contract and providing the Services to its customers.
- 6.8 The Customer owns and warrants the validity of the rights to use the Customer Data, files and information that it stores into the Nearbound Platform.
- 6.9 **Infringement of Intellectual Property Rights.** The Party infringing the Intellectual Property Rights of the other Party (the "**Infringing Party**") irrevocably and unconditionally agrees to indemnify the Party whose Intellectual Property Rights are infringed (the "**Infringed Party**"), in full and on demand and keep the Infringed Party indemnified against all claims, demands, actions, proceedings and all direct damages, losses, costs and expenses (including without limitation legal and other professional advisers' fees, economic loss, loss of profit, future revenue, reputation, goodwill, anticipated savings).
- 6.10 **Hold Harmless Warranty - Reveal.** Reveal will indemnify and hold Customer harmless from and against any claim brought by a third party against Customer by reason of Customer's use or possession of the Nearbound Platform or a Service, alleging that such use or possession infringes or misappropriates a third party's Intellectual Property Rights ("**IP Claim**"). Reveal undertakes to defend, at its own expense, any such IP Claim and to pay any damages ordered to be paid by Customer by a final court decision, as well as the reasonable attorneys' fees and expenses incurred by Reveal in connection with such defense, provided that (a) Customer promptly notifies Reveal of the threat or notice of any such IP Claim; and (b) Reveal has sole and exclusive control and authority to select its attorneys, and defend and/or settle any such IP Claim, provided, however, that Reveal will not settle or compromise any claim that results in liability or admission of liability by Customer without prior written consent; and (c) Customer fully cooperates with Reveal in connection therewith. If use or possession of the Nearbound Platform or a Service by Customer has become, or, in Reveal's opinion, is likely to become, the subject of any such IP Claim, Reveal may, at its discretion and expense, (i)



provide Customer with the right to continue to use the Nearbound Platform and the Service(s); (ii) replace or modify all or part of the Nearbound Platform or the Service to so that it ceases to infringe the Intellectual Property Rights of the third party; or (iii) if options (i) or (ii) are not commercially reasonable or practicable in Reveal's opinion, terminate the Contract and refund the Fees (when applicable) already received in relation to the Services from the moment the Customer is prevented from using it. Reveal is exempt of liability under this Article for any IP Claim if such claim is caused in whole or in part by (x) compliance with designs, data, instructions or specifications provided by Customer; (y) modification of the Nearbound Platform or Service(s) by anyone other than Reveal; or (z) the combination, operation or use of the Nearbound Platform or Service(s) with a third party hardware or software where the Nearbound Platform or the Service is not infringing. The provisions of this Article set forth Reveal's sole, exclusive, and entire liability to Customer and shall be Customer's sole remedy with respect to an IP Claim brought as a result of access to or use of a Service by Customer, Customer's agents, or Authorized Users.

- 6.11 **Hold Harmless Warranty – Customer.** Customer will indemnify and hold Reveal harmless against any claim (a) arising from or related to the use of the Nearbound Platform or a Service by Customer, Customer's agents, or Authorized Users in breach of the Contract; or (b) brought by a third party against Reveal because of Reveal's use or possession of Customer Data or any third party's data referred to in Article 5.7 "Connecting to Third-Party services" above, alleging that such use or possession infringes or misappropriates a third party's rights or Intellectual Property Rights, provided that (i) Reveal promptly notifies Customer of the threat or notice of such claim; (ii) Customer has sole and exclusive control and authority to select its attorneys, and defend and/or settle any such claim provided, however, that Customer will not settle or compromise any claim that results in liability or admission of liability by Reveal without prior written consent; and (iii) Reveal fully cooperates in connection therewith.

7. CONFIDENTIALITY

- 7.1 Except as expressly permitted in the Contract, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party's prior written consent. The Receiving Party will not use the Disclosing Party's Confidential Information except to perform its obligations under the Contract such obligations including, in the case of Reveal, to provide the Services.
- 7.2 Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by Applicable Laws, provided that the Receiving Party: (a) gives the Disclosing Party prior Notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding.
- 7.3 Further, Confidential Information does not include any information that: (i) is or becomes generally known to the public without the Receiving Party's breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without the Receiving Party's breach of any obligation owed to the Disclosing Party; or (iii) is received from a third party who obtained such Confidential Information without any third party's breach of any obligation owed to the Disclosing Party.
- 7.4 Customer shall confer the same confidentiality obligation on its officers, directors, shareholders, agents or employees, Affiliates, and partners and be responsible for any breach thereof.



8. PROCESSING OF PERSONAL DATA

8.1 **Applicable Data Protection Regulations.** The Parties agree to process the Personal Data with the Applicable Data Protection Regulations.

8.2 **Qualification of the Parties.** To the extent Customer Data includes Personal Data, Customer determines the purpose and means of processing such Customer Data, and Reveal processes such Customer Data on behalf of the Customer for the purpose of the Contract. Therefore, the Customer must be considered as the data controller of Customer Data and Reveal as Customer Data processor. To the extent Production and Usage Data include Personal Data, Reveal determines the purpose and means of processing of such Usage and Production Data as a data controller.

8.3 **Data Processing Agreement (DPA).** The DPA attached in Appendix 3 constitutes the instructions given by the Customer to Reveal regarding the processing of Customer Data, in accordance with Article 28 of the GDPR.

8.4 **Privacy Policy.** Reveal operates the Services and, as applicable, processes Personal Data, pursuant to the privacy policy available at <https://reveal.co/legals/privacy-policy> (the “**Privacy Policy**”).

8.5 **Cookie Policy.** Reveal operates the Services and, as applicable, processes Cookies, pursuant to the cookies policy available at <https://reveal.co/legals/cookies-policy> (the “**Cookies Policy**”).

9. FEES AND PAYMENT

9.1 **Free Services.** The User Account creation and all features made accessible by default upon registration online are free to use. Reveal reserves the right to change this principle of gratuity at any time. In such a context, Reveal will notify each Customer who has consented to this GTC of its new pricing policy, which will be effective at the end of the second month following the notification. (*Example: notification on 10 June 2020, entry into force on 1 September 2020*). This notification will be sent by e-mail to the address indicated by the Customer. Upon receipt, the Customer will benefit from a one-month reflection period at the end of which it must confirm to Reveal, by return of email, that it agrees to the pricing policy. In the absence of such consent, this Contract shall be considered terminated on the date of entry into force of the new pricing policy.

9.2 **Paid Services.** If the Customer wishes to benefit from additional functionalities, it will have to subscribe to the paid Services and contact Reveal to sign an Order Form, detailing the features made available and the associated price for the Services. The Customer will pay the fees specified in the Order Form (the “**Fees**”).

(a) **Fees.** The Fees will remain fixed during the initial term of your subscription unless , (i) you upgrade products or base packages, (ii) you subscribe to additional features or products, (iii) you request to benefit from our implementation services after the 2 months time frame during which the initial implementation is included in your subscription or (iv) otherwise agreed to in an Order Form.

(b) **Fees adjustments.** The Parties agree that the Fees indicated in each Order Form will be subject to an automatic annual revision on the anniversary date of the Contract based on the increase of the SYNTEC index (available at <https://www.syntec.fr/indicateurs/indice-syntec/>) and according to the following formula:



$$F1 = F0 \times (S1 / S0)$$

Where:

F1: revised Fee

F0: initial Fee

S0: SYNTEC index at the Effective Date or at the date of the last revision, whichever date is most recent

S1 : last SYNTEC index published at the date of the contemplated revision

- 9.3 **Payment, Taxes.** Reveal will invoice the Customer for Fees within thirty (30) days of the Effective Date. The Customer will pay all invoiced forty-five (45) net days from the date of the invoice. The amount of the Fees as well as any amount specified in the Order Form do not include taxes.
- 9.4 **Late Payment.** Any late payments are subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. If a payment is more than thirty (30) days late, Reveal reserves the right, at its discretion, to suspend access to the Nearbound Platform or to a Service provided under this Contract, without granting to the Customer the right to claim for damages.
- 9.5 **Non-payment.** The failure by the Customer to make payments by the due date, unresolved within thirty (30) days of receipt of Notice from Reveal, will constitute a material breach of this Contract by the Customer, which may result in the application of the provisions of Article 10 "Term and Termination" below.
10. **TERM AND TERMINATION.**
- 10.1 **Term.** The Contract takes effect on the date of signature of an Order Form or on the date of an online subscription, whichever comes first (the "**Effective Date**")
- (a) **Free Services.** The Contract is concluded for an unlimited period.
- (b) **Paid Services.** The Contract is concluded for the duration specified in the Order Form. If not specified in the Order Form, the Contract is concluded for one year from the Effective Date (the "**Initial Term**") and will automatically renew for successive one-year periods (the "**Renewal Term(s)**") unless otherwise terminated in accordance with this Article.
- 10.2 **Termination for convenience.** Either Party can terminate the Contract for convenience under the following conditions:
- (a) **Free Services.** The Customer who has subscribed to the Free Services can legally terminate the Contract, at any time and immediately after notifying Reveal by email. Such termination shall become effective at the end of the second month following the date of notification (*Example: notification by email on 4 August 2020, Contract expiry on 1 November 2020*).
- (b) **Paid Services.** A Party may terminate the Contract in accordance with the renewal provisions of the Order Form. If not specified in the Order Form, either Party can terminate the Contract by providing a written Notice to the other Party of termination, ninety (90) days prior to the end of the current Term.
- 10.3 **Termination for cause.** Either Party can terminate the Contract for cause immediately after Notice in writing from the other Party of a material breach of any of its obligation under this Contract that is unresolved within thirty (30) days following the receipt of such Notice. Non-payment of Fees as set forth in Article 9.5 "Non-payment" above, and any Prohibited



Uses as set forth in Article 5.5 "Prohibited Uses" above, will be considered de facto material breaches of the Contract.

- 10.4 **Termination by Reveal.** Reveal can terminate the Contract if the Customer becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors, to the extent permitted by Applicable Laws.
- 10.5 **Effect of Termination.** Upon termination of the Contract (a) all Order Forms will concurrently terminate, if applicable, (b) all rights and licenses of the Customer will be terminated (c) the Customer shall return to Reveal or destroy all copies of the Nearbound Platform and Confidential Information in its possession.
- 10.6 In the event that (i) the Customer terminates the Contract for convenience, or (ii) Reveal terminates the Contract for material breach of the Contract by the Customer, no refund, either in full or in part, of any Fees already paid by the Customer will be made. For other causes of termination, the Fees will be refunded pro rata to the Customer by Reveal.
- 10.7 Any expiration or termination for any reason whatsoever of this Contract will not affect the rights, remedies or responsibilities of each Party and which are intended to survive the expiration or termination of this Contract for any reason whatsoever.
- 10.8 **Survival.** The following Articles will survive termination of the Contract: Article 9 "Fees and Payment", Article 7 "Confidentiality", Article 6 "Intellectual Property", Article 11 "Representations, Warranties and Disclaimers", Article 12.3 "Limitation of Liability", and Article 13 "Miscellaneous".

11. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

- 11.1 **Authority.** Each Party represents that it has validly entered into this GTC and has the legal power to do so. Customer undertakes that:
- it is a legally incorporated company, in good standing under Applicable Laws and that its legal representative, or its management company, has full power and authority to sign and execute the Contract;
 - the signature of the Contract has been validly authorized, if required, by the competent bodies;
 - the signature and performance of the Contract does not and will not result in any breach, termination or modification of any contract or act to which it is a party and that the Contract does not conflict with any provision of such contract or act.
- 11.2 **Warranties.** Reveal warrants to the Customer that it will make its best efforts to ensure that the Nearbound Platform operates substantially as set forth in the Contract and documentation provided on the day the Nearbound Platform is made available to the Customer. For any breach of a warranty in this Article, Customer's exclusive remedies are those described in Article 10 "Term and Termination" above.
- 11.3 Customer must ensure that all Customer Data it enters into the Nearbound Platform or resulting from provision of Article 5.7 "Connecting to third party services" above, is regularly and properly backed up by itself, by its own means. Customer represents and warrants to



Reveal that all operations performed by the Customer or by an Authorized User, or with the Access Codes, directly or indirectly, through the Nearbound Platform, shall comply with Applicable Laws, to the activities of the Customer and to the Contract. Customer warrants it takes all appropriate measures including raising awareness and controlling the activities of Authorized Users to protect its information system against infection by viruses and unauthorized intrusion attempts.

- 11.4 **Disclaimers.** Subject to the specific provisions of this Article and SLA set forth in Appendix 2, the Product is provided on an “as is” and “as available” basis, without warranty of any kind to the fullest extent permitted by Applicable Laws, and Reveal expressly disclaims all warranties, whether express or implied, including, but not limited to, any implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. Customer acknowledges that Reveal does not warrant that the Nearbound Platform and the Services will be uninterrupted, timely, secure, error-free, or free from viruses or other malicious software, and no information or advice obtained by Customer from Reveal or through the Services shall create any warranty not expressly stated in this Contract. The Parties further agree that Reveal is not responsible for Customer’s various compliance programs, and that the Nearbound Platform and the Services, to the extent applicable, are only tools to assist Customer in meeting the various compliance obligations for which Customer is solely responsible.

12. **LIABILITY**

- 12.1 **Force Majeure.** Neither Party will be held liable if the execution of the Contract is delayed or prevented due to force majeure, as described by the French courts. In particular, any war, pandemic, partial or total strike, fire, flood, earthquake, volcanic eruption, severe weather, partial or total disruption of electronic or electric communications networks, will be treated as a particular case of force majeure under this Contract.

- 12.2 **Liability.** Each Party shall be responsible for the consequences resulting from its faults, errors or omissions, as well as from the faults, errors or omissions of its own personnel and its subcontractors and causing direct damage to the other Party. More generally, each Party shall not be liable for indirect damages, including but not limited to, loss of production or of anticipated earnings, business interruption, loss or corruption of data or of business information, the consequences or any other financial loss suffered by the other Party due to the execution of this Contract.

- 12.3 **Limitation of liability.** Subject to the Applicable Laws and the other provisions of the Contract, Reveal’s aggregate liability to Customer, Customer’s Affiliate(s), or any third party is strictly limited to the Fees paid by Customer during the twelve (12) months prior to the first event or occurrence giving rise to such liability, or, for Customer who have only subscribed to free Services, the financial consequences of direct and foreseeable damages resulting from Reveal’s breach of Contract. The limitation of liability provided for herein will apply in aggregate to the Customer and its Affiliates and shall not be cumulative. Any claims or damages that the Customer may have against Reveal will be asserted only against Reveal and not against any other entity or its officers, directors, representatives, or agents.

13. **MISCELLANEOUS**

- 13.1 **Assignment.** Either Party may, without the consent of the other Party, assign this GTC to any Affiliate or in connection with any merger, change of control, or the sale of all or substantially all of such Party’s assets provided that (1) the other Party is provided prior notice of such assignment and (2) any such successor agrees to fulfill its obligations pursuant to this GTC. In case of an assignment permitted under this Article and unless otherwise agreed, the assignor



is explicitly discharged from all obligations and liability under the Contract arising after the assignment.

- 13.2 Severability.** If any provision of the Contract is found to be void or unenforceable, it shall be deemed to have never existed but shall not make any other provision of the Contract void or unenforceable. The Parties agree to do their best efforts to replace any void or unenforceable provision with a new provision that reflects as closely as possible the original intention of the Parties.
- 13.3 Relationship of the Parties.** Reveal and the Customer act as independent contractors, on their own behalf and for their own account. Nothing in this Contract shall be construed as constituting a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 13.4 Notices.** Any notices provided by Reveal to Customer under this Contract shall be addressed in writing (a) by postal mail with acknowledgment of receipt to the contact mailing address provided by Customer on the Order Form or during the online subscription; or (b) by electronic mail to the electronic mail address provided for in the Customer's User Account. Any notices provided by the Customer to Reveal shall be addressed in writing either by email to team@reveal.co, or by postal mail with acknowledgment of receipt to the following address : Reveal - 14 avenue de l'Opéra, 75001 PARIS. All notices shall be deemed to have been given immediately upon delivery by electronic mail; or, the day indicated on the acknowledgement of receipt when the notice is sent by postal mail.
- 13.5 Anti-Corruption.** Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Reveal's employees or agents in connection with the Contract. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly give Notice to Reveal.
- 13.6 Commercial Reference.** Reveal may use Customer's name, logo, and trademarks solely to identify the Customer as a user of the Services on Reveal's website and other marketing materials, in accordance with the Customer's trademark usage guidelines, if Customer provides them to Reveal.
- 13.7 Amendments.** Reveal may amend this GTC from time to time, in which case the new GTC will supersede prior versions. In the event that Reveal amends the GTC and Appendices, each modification will automatically become part of the Contract upon posting the new version of the GTC on the [Reveal's website](#). If the Customer does not accept the changes in the GTC, the Customer may terminate the Contract for convenience as provided in Article 10.2 "Termination for convenience".
- 13.8 Non Waiver.** The fact that one Party does not claim a breach by the other Party to any provision of the Contract shall not be construed in the future as a waiver of such provision or any other provision of the Contract.
- 13.9 Entire Agreement.** The rights and obligations of both Parties shall be as set forth in the Contract which constitutes the entire agreement between the Parties and replaces all prior agreement, oral or written, and all other discussions and communications between the Parties relating to the subject matter of this Contract.
- 13.10 Governing Law, Jurisdiction.** The Contract is governed by the laws of FRANCE. The Parties will seek an amicable solution to any difficulties that may arise regarding the



application or interpretation of the Contract. Any disputes arising from the existence, the validity, the conclusion, execution, interpretation or termination of the Contract are under the exclusive jurisdiction of the Court of Appeal of Paris, FRANCE, even in the event of third parties, proceedings involving several defenders, or summary proceedings.



APPENDIX 1

Description of the Services

CONNECT

In order to allow Reveal to find mutual opportunities with Trusted Business Partners and provide Sales predictive intelligence, the Customer first connects its Data Source (e.g.: a CRM system) to the Nearbound Platform, via a web application or a REST API.

Reveal imports selected data from the Customer's CRM Data, this is the Processed CRM Data.

Customers can at any moment disconnect their CRM so that Reveal no longer refreshes the Processed CRM data pulled from the Customer's CRM Data, or delete their CRM connection so that Reveal completely deletes any previously stored Processed CRM Data from its databases.

2. Collaborate with Trusted Business Partners

2.1 Invite and connect with a Trusted Business Partner

The Customer can invite one or more Trusted Business Partners to use the Services, by sending an invitation directly via the Nearbound Platform. Once the invite is sent, the Trusted Business Partner will be notified by an email and will have the possibility to accept or refuse the connection. For each new accepted connection with a trusted business partner, both parties can fully configure what they want to share with each other.

To compute Production Data, the product leverages a selection of processed CRM data. On salesforce, these are the following:

CRM Object	Field	Storage	Purpose
Account	Company Name	Plain	Sharing with authorized partners
	Website	Plain	Matching
	Billing Country	Plain	Matching
	Billing City	Plain	Matching
	Billing Zip/Postal Code	Plain	Matching
	Account Phone	Plain	Matching
	Account Status	Plain	Sharing with authorized partners
CRM User	Owner ID	Plain	Identifying relationships
	Fullname	Plain	Sharing with authorized partners
	E-mail	Plain	Sharing with authorized partners
Contact	Account ID	Plain	Identifying relationships
	Email	hashed	Matching
	Phone	hashed	Matching
	Job Title	Plain	Sharing with authorized partners
Opportunity	Account ID	Plain	Identifying relationships
	Close Date	Plain	Computing & sharing "Is customer since"



	Is Won	Plain	Computing & sharing "Is customer since"
	Is Closed	Plain	Computing & sharing "Has open deal"
	Account ID	Plain	Matching
	Amount	Plain	Partnership Overview
Opportunity Contact Role	Contact ID	Plain	Matching
	Opportunity ID	Plain	Identifying relationships
	Is Primary	Plain	Identifying relationships

* The selected processed CRM data are similar in any other CRM than Salesforce.

2.2 Share

Once they are connected on the Nearbound Platform, there are 3 level of sharing the Customer and the Trusted Business Partner can set:

2.2.1 Overview statistics

It allows the Customer to assess the potential of data sharing with the Trusted Business Partner by getting statistics about the overlapping accounts in both parties' CRM ("Accounts Overlaps") and non-overlapping accounts in both parties' CRM ("Non-Overlapping Accounts")

Eg. the number of common customers, the number of Trusted Business Partner's customers that are the Customer's prospects, etc.

These are Production Data computed by Reveal based on the analysis of Customer's and Trusted Business Partner's Processed CRM Data. There is no raw Processed CRM Data that is shared at this point.

2.2.2 Account Overlaps

It allows the Customer and the Trusted Business Partner to share lists of selected Account Overlaps.

Eg. the list of common customers, Customer's prospects that are the Trusted Business Partner's customers, etc.

Both parties can restrict the Account Overlaps they are giving access to, and the Processed CRM Data they are giving access to.

Eg. The customer can define accounts that will never be shared with any partners ("Private Accounts"), or accounts that will not be shared with specific partners ("Restricted Accounts").

These are Processed CRM Data of selected Accounts Overlaps (Account name, Account status, Account owner, etc.). Contact data of prospects and customers such as Name, Email, Phone, can not be shared, except for the Job title.

2.2.3 New Prospects



It allows the Customer and the Trusted Business Partner to share lists of selected Non-Overlapping Accounts.

Eg. the list of Customer's customers that are not present in the Trusted Business Partner's CRM.

Both parties can restrict the Account Overlaps they are giving access to, and the Processed CRM Data they are giving access to.

Eg. The customer can define accounts that will never be shared with any partners ("Private Accounts"), or accounts that will not be shared with specific partners ("Restricted Accounts").

Both parties can restrict the Processed CRM Data they are giving access to. Default includes (Account name, Account status, Account owner, Open opportunities without disclosing the amount)

These are Processed CRM data of selected Non-Overlapping Accounts (Account name, Account status, Account owner, etc.). Contact data of prospects and customers such as Name, Email, Phone, can not be shared, except for the Job title.

3. Sales intelligence

Reveal runs computations and analyses on Customers' Processed CRM data in order to be able to provide the Customer with predictive intelligence data (Production Data) including but not limited to:

- Identifying among the Customer's processed CRM data which companies and contacts are most qualified.
- Identifying companies that are not part of the Customer's processed CRM data and are highly qualified.



Appendix 2

Service Level Agreement (“SLA”)

1. AVAILABILITY

The SaaS mode Nearbound Platform offers an availability rate of 99.9% (ninety-nine dot nine percent) per month, excluding the scheduled maintenance period planned to continuously improve the Nearbound Platform.

- Once a month between 9am and 12pm CET for service breaks of less than 1 hour; in this case, Customer will receive a notification at least 3 days in advance informing them of the occurrence of this outage.
- 4 times a year, for a period of up to 8 hours. In this case, Customer will receive a notification at least 2 weeks in advance informing them of the occurrence of this outage.

2. CORRECTIVE MAINTENANCE

For the purpose of this Article, the following terms have the following signification:

- **"Anomaly"** means any malfunction or non-compliance of the Product that prevents the normal functioning of all or part of the Nearbound Platform or that causes an incorrect result or inappropriate treatment while the Nearbound Platform is being used in accordance with the GTC;
- **"Blocking Anomaly"** means the impossible access the Nearbound Platform;
- **"Minor Anomaly"** means any Anomaly which does not prevent the full exploitation of the Nearbound Platform in all its functionalities ;
- **"Semi-Blocking Anomaly"** means any Anomaly allowing the use of only part of the Nearbound Platform.

Reveal takes charge of the corrective and evolutionary maintenance of the Nearbound Platform.

A support service to deal with Anomalies is available every day from Monday to Friday, at the following email address help@reveal.co or via an in-app chat, as soon as the questions asked relate to the use of the Services.

Reports of Anomalies must be confirmed by email to Reveal without undue delay. The Customer shall provide Reveal with any information or document characterizing the anomaly that may facilitate Reveal's understanding of the issue encountered.

Reveal undertakes to diagnose the Anomaly and implement its correction under the following conditions:

- In the event of a **Blocking Anomaly** the report is taken into account within a maximum 4 (four) working hours period. Reveal shall endeavor to correct the blocking anomaly within 24 (Twenty four) hours in working days and shall propose a workaround solution. If Reveal fails to resolve the



issue in a timely manner the blocked days will be deducted from the licensing fee on a pro rata basis.

- In the event of a **Semi-Blocking Anomaly** the report is taken into account within a maximum 8 (eight) working hours. Reveal shall make its best effort to correct the anomaly, and shall propose a workaround solution that allows the use of the failing functionalities in question within 5 (five) working days. If Reveal fails to resolve the issue in a timely manner, the blocked days will be deducted up to 50% from the licensing fee on a pro rata basis.
- In the event of a **Minor Anomaly** the report is taken into account as soon as possible, and Reveal proposes the correction of the Minor Anomaly when a new version of the Nearbound Platform is available.

3. TECHNICAL SUPPORT

Reveal's technical support for the use of the Nearbound Platform includes the following services:

- Provision by e-mail help@reveal.co or via an in-app chat, of technical advice, assistance and support to the Customer on the use and configuration of the Nearbound Platform every opening day from 03:00 am to 10:00 pm, ET;
- Provision of assistance regarding Nearbound Platform updates.

4. SECURITY

4.1 Technical Measures

(a) Application Security

Reveal uses Sscreen.com to detect and block in real time attacks such as XSS, SQL Injections, Identity Theft etc. We also use Cloudflare to protect our services from Distributed Denial of Service (DDoS) attacks.

(b) Data Encryption in Transit

All HTTP traffic to and from Reveal services is encrypted using TLS with a version greater or equal to 1.2. HSTS is enforced to make sure the browser enforces HTTPS connections.

(c) Databases Security

Databases are hosted within Google Cloud datacenters in Belgium.

All customer data is encrypted at rest using AES-256 encryption, with encryption keys generated by Google Cloud Key Management System.

For the most sensitive data, encryption is applied at the application layer with symmetric encryption keys rotating every 30 days.

Daily backups are operated, which are in the end encrypted as well using AES-256.



(d) Passwords

Passwords are at least 8 characters long for our users, with at least 1 uppercase letter or numerical character.

They are never stored in clear but as a hash using the bcrypt2 algorithm with 11 stretches and a random salt to prevent brute force and rainbow attacks.

4.2 Organizational Measures

(a) Employees

Employees follow a security awareness training program on a yearly basis, including detection of social engineering, phishing, password management etc.

They are required to apply a strong password policy and to use a password manager to limit password reuse.

Multi-factor authentication is required whenever possible, including on the tools that Reveal develops to operate the service.

(b) Securing Devices

All devices are managed automatically using Kandji (MDM), and monitored using Vanta. This includes hard drive encryption, anti-malware installation, automatic updates, firewall configuration, password policy an many other controls (aligned to CIS level 2).

(c) Securing Software

Reveal develops applications following security best practices. Every piece of software written is reviewed by expert eyes, and goes through automated security gates before reaching production environments.

(d) Testing Security

Independent third parties are mandated to perform a various range of security tests:

- Penetration testing (at least annually)
- Phishing attacks (at least annually)

Vulnerability scanning (continuous)



APPENDIX 3

Data Processing Agreement

The present agreement on the processing of Customer Data (hereinafter the “**DPA**”) is entered into between Reveal and the Customer within the framework of the performance of the general terms and conditions concluded between the same Parties (the “**GTC**”) relating to the Services provided by Reveal to Customer.

Reveal acts as Processor and Customer acts as Controller under this DPA for the Processing of Customer Data.

1. DEFINITIONS

1.1 For the purposes of this DPA, the terms “**Personal Data**”, “**Data Subject**”, “**Personal Data Breach**”, “**Processing**”, “**Transfer**”, “**Supervisory Authority**”, “**Controller**” and “**Processor**” shall have the definitions set forth by Article 4 of the General Data Protection Regulation (EU) 2016/679 of 27 April 2016 (“**GDPR**”).

1.2 Any capitalized terms in this DPA that are not defined in this Article 1 shall have the meaning set forth in the GTC.

2. REVEALS’ OBLIGATIONS AS A PROCESSOR

2.1 Reveal will only process Personal Data on behalf of and under the documented and lawful instructions of Customer, for the purposes of the Contract.

2.2 The Parties acknowledge that the fulfillment of the purpose of the Contract and the use of the Services and its features are considered to be the documented instructions of Customer.

2.3 Any additional instruction from Customer must be made in writing, specifying the purpose concerned and the operation to be carried out, being understood that the implementation of any additional instruction may be conditional on Customer’s acceptance of the corresponding estimate issued by Reveal.

2.4 Reveal undertakes to inform Customer if, in its opinion, the instruction amounts to a breach of the Applicable Data Protection Regulations.

2.5 If Reveal receives a request from a data subject whose Personal Data has been Processed under the Contract on behalf of Customer, Reveal shall promptly inform Customer of such request without responding to it directly. Reveal shall provide prompt assistance to Customer, at Customer’s cost, in order to allow Customer to fulfill its obligation to comply with valid data subject requests for the right of access, to object, to restriction of Processing, to rectification, to erasure, or to portability of the Customer Data Processed on Customer’s behalf by Reveal.

2.6 Reveal will cooperate with Customer and provide Customer, at Customer’s cost, with all necessary assistance and documentation to enable it to comply with its obligations under Articles 32 to 36 of GDPR to which it is subject, including assistance in carrying out data protection impact assessments, and prior consultations with supervisory authorities.

2.7 Reveal undertakes to inform Customer of any request of access or communication from a third party invoking an authorisation resulting from the application of the Applicable Data Protection Regulations.



3. SUB-PROCESSOR

3.1 Customer authorizes Reveal to use sub-Processors to carry out the Customer Data Processing activities on behalf of Customer that are strictly necessary for the performance of the Contract.

3.2 Reveal maintains an up-to-date list of its sub-Processors, available in appendix 4 or on Reveal's website, which it updates on a regular basis. The list of Reveal's sub-Processors is provided upon written request by Customer

3.3 Reveal undertakes to inform Customer of any addition or replacement of sub-Processors as soon as possible. Customer may express its objections in writing within ten (10) working days of receiving the information. Customer acknowledges and agrees that the absence of objections within this period is equivalent to acceptance of the sub-Processor.

3.4 Where such a sub-Processors are engaged, Reveal will:

- use sub-Processors with sufficient guarantees as to the implementation of appropriate technical and organizational measures in order to meet the requirements of the Applicable Data Protection Regulations.
- contractually impose on its sub-Processors a level of requirements that is at least as high as that provided for in this DPA and in the Applicable Data Protection Regulations with regard to Customer Data protection.

4. CONFIDENTIALITY AND SECURITY

4.1 Reveal will keep Customer Data belonging to or transmitted by Customer strictly confidential and will not disclose such Customer Data to third parties without prior and explicit authorization of Customer. Reveal will ensure that persons authorized to process such Customer Data (its staff, directors, affiliates, suppliers and any potential Authorized Processors) have committed themselves to confidentiality or are under appropriate statutory obligation of confidentiality.

4.2 Reveal will implement and maintain appropriate technical and organizational measures to protect Customer Data against (i) unauthorized or unlawful Processing and (ii) accidental loss, damage, destruction, alteration, unauthorized disclosure of, or access that, at a minimum, meet the requirements set forth in the measures referred to in Article 32 of GDPR.

5. DATA BREACHES

5.1 Reveal shall notify in writing Customer, without undue delay, after becoming aware of any breach of security of Personal Data resulting in the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or access to Personal Data transmitted, stored or otherwise processed.

5.2 Reveal shall provide Customer with all reasonable assistance in investigating and mitigating the impact of any such Data Breach. Reveal will also provide all reasonable assistance to Customer in relation to its obligations to providing adequate notifications to the relevant Supervisory Authorities and affected Data Subjects.

6. CUSTOMER DATA TRANSFERS

6.1 Where there are Transfers of Customer Data from a Member State of the EU or from a Member State of the EEA to a third country outside the EU and outside the EEA (the "**Third Country**"), the Parties acknowledge that steps must be taken to ensure that such data transfers comply with Applicable Data Protection Regulations.



6.2 In order to ensure that adequate safeguards are in place for Processing and Transfer of Customer Data, Reveal undertakes it complies with one of the following derogatory conditions:

- legislation of the Third Country offers an adequate level of protection of Personal Data which is recognized as such by a decision of the European Commission;
- Reveal or one of its representatives has entered into a Personal Data transfer agreement with the Third Country-based sub-Processor in accordance with the latest version in force of the standard contractual clauses drawn up by the European Commission;
- Reveal's Third Country-based sub-Processor has subscribed to an authorized Personal Data transfer mechanism validated by the European Union's institutions;
- Reveal's Third Country-based sub-Processor has adopted "Binding Corporate Rules" validated by an authorized European Personal Data protection authority.

7. CUSTOMER DATA RETENTION

7.1 Upon termination of the Contract for any reason whatsoever, Reveal (including its employees, directors, affiliates, suppliers and sub-Processors) shall cease all Processing of Customer Data carried out for performance of the Contract and provision of the Services to Customer, except for Processing necessary for compliance with its own accounting, tax and employment legal obligations.

7.2 Upon termination of the Contract for any reason whatsoever, Reveal undertakes to destroy, automatically or manually and within a reasonable period of time, all Customer Data provided by or duly collected on behalf of Customer, in its capacity as Processor, during the performance of the Contract, except for Processing necessary for compliance with its own accounting, tax and employment legal obligations and for the fulfillment of the Parties' contractual obligations remaining at the end of the Contract.

8. CUSTOMER SECURITY AUDIT

8.1 At Customer's written request to Reveal, Customer can conduct a security audit of Reveal's facilities, systems, policies, controls and practices, at Customer's expense, by Customer or representatives of Customer, including without limitation an independent third-party auditor.

8.2 Customer Audit shall (i) occur at a mutually agreeable time not more than once a calendar year, starting at the Effective Date, and once following each Data Breach; (ii) not unreasonably interfere with Reveal's operations. Any third party performing such Customer Audit on behalf of Customer shall execute a standard nondisclosure agreement with Reveal with respect to the confidential processing and restricted use of information gathered in conducting the audit; and access to Reveal's facilities shall be subject to Reveal's reasonable access requirements and security policies. Notwithstanding the foregoing, Reveal's access requirements, security policies and the nondisclosure agreement, if applicable, shall in no way materially impede Customer, or a third party auditor selected by Customer, from conducting a Customer Audit.

8.3 The audit report shall be provided to Reveal by the auditors before it is finalised, so that Reveal can make any comments it may have, and the final report should take account of and respond to these comments. The audit report will then be sent to Reveal and discussed in a meeting between the Parties.



8.4 In the event that the final audit report reveals breaches of the commitments made in the performance of this DPA, Reveal shall propose a corrective action plan within a maximum of twenty (20) working days from the meeting between the Parties.

9. MISCELLANEOUS

9.1 **Liability** - The Parties shall be liable for the fulfillment of their obligations under this DPA in accordance with the Applicable Data Protection Regulations. The liability rules agreed between the Parties in the GTC shall also apply to this DPA.

9.2 **Term and Termination** - The DPA shall enter into force on the GTCs' Effective Date and remain in force for the term of the T&Cs.

9.3 **Prevalence** - The DPA prevails over any previous agreement relating to the Processing of Customer Data that may have been signed in the past between one or more of the Parties or that would result from clauses relating to the protection of personal data and the resulting liability under the GTC.

9.4 **Governing law and jurisdiction** - The Processing of Personal Data under this Agreement is governed by law of the GTC. Any disputes between the Parties relating to the Processing of Customer Data under this DPA will be subject to the exclusive jurisdiction of the courts set forth in the GTC.



EXHIBIT A : DESCRIPTION OF PROCESSING

- A) **Subject-matter of the Processing** : please refer to the Appendix 1 “Description of the Services”
- B) **Nature of the Processing** : collection, organization, structuring, storage, consultation, use, disclosure by transmission, alignment or combination, restriction, erasure or destruction.
- C) **Purpose of the Processing** : performance of the Contract
- D) **Duration of the Processing**: duration of the Contract.
- E) **Type of Personal Data**: Identification data, contact data, professional data
- F) **Categories of Data Subjects**: Customer’s prospects and clients, and Customer’s employees acting as clients’ account owner.

For Reveal

Name:

Function:

Date:

Signature:

For Customer

Name:

Function:

Date:

Signature:



APPENDIX 4

Authorized sub processors

Name of Sub-Processor	Services Performed	Sub-Processor Location	Purpose of Processing	Access to data	DPA with sub-processors
For CRM data					
Google Cloud Platform	Infrastructure / Cloud Provider	Belgium for zonal resources and Europe for regional resources	Host our applications and databases, including Customer Data and Usage Data.	Usage Data CRM Data Processed CRM Data	Standard Clauses & DPA
For Usage data					
Amplitude	Product Analytics	US	Analyze Usage Data to improve our product and user experience	Usage Data	Standard Clauses & DPA
Appcues	Product adoption	US	Processes Usage Data to display targeted in-app workflows to increase product adoption.	Usage Data	Standard Clauses & DPA
Chargebee	Billing automation	US	Manage quotes, billing and dunning emails	Usage Data	Standard Clauses & DPA
Chili Piper	Sales sequences automation	US	Manage our mailings and follow-ups	Usage Data	Standard Clauses & DPA
Clari	Sales analytics	US	Analyze sales data and generate forecast	Usage Data	Standard Clauses & DPA
Gocardless	Billing automation	Netherlands	Manage quotes & card payments	Usage Data	Standard Clauses & DPA
Hotjar	Product analytics	Ireland	Record screen activity for product analyses.	Usage Data	Standard Clauses & DPA
Hubspot	CRM	US	Manage our customers and prospects	Usage Data	Standard Clauses & DPA



Intercom	In-app Support Chat	US	Processes Usage Data to provide live support to our users	Usage Data	Standard Clauses & DPA
June	Product Analytics	EU	Analyze Usage Data to improve our product and user experience	Usage Data	Standard Clauses
Pandadoc	E-signature	US	Send contracts for online signature and e-signature for the team	Usage Data	Standard Clauses & DPA
PartnerStack	PRM, deal referrals	US	Track deals referred by partners	Usage Data	Standard Clauses & DPA
Outreach	Sales sequences automation	US	Manage our emailings and follow-ups	Usage Data	Standard Clauses & DPA
Salesforce	CRM	UK	Manage our customers and prospects	Usage Data	Standard Clauses & DPA
Segment	Product Analytics	US	Analyze user behavior to improve our product	Usage Data	Standard Clauses & DPA
Sendgrid	Application Transactional Emails	US	Send transactional emails to our users	Usage Data	Standard Clauses & DPA



For Reveal

Name:

Function:

Date:

Signature:

For Customer

Name:

Function:

Date:

Signature: