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End User License Agreement
(updated on 1st March 2020)

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PREAMBLE

WELLBEE, a SAS company registered in France RCS Bobigny under the number 833 330 665 at 12 rue Anselme 93400 SAINT OUEN France, with capital of 18.750 euros, represented by Arthur Vinson (« **MAILOOP** »), develops and operates the SaaS application Mailoop (here under referred to as « **Application** ») to assist and better regulate email usage.

Article 1.   DEFINITIONS

In these terms and conditions, the following capitalized words have the following meaning unless explicitly stated otherwise.

Subscription: means the subscription to the Application and Services the User or the Employer of the User has subscribed to from MAILOOP for a given period of time selected in Subscription Form.

Application: means the Mailoop SaaS software enabling and facilitating a better use of emails within a company.

Data base: means the data-base MAILOOP builds thanks to the results of the collective email usage reports, owned by MAILOOP.

Confidentiality Terms: means the confidentiality terms related to the data processing done via the Application

User Terms and Conditions: means the user terms and conditions in this document relative to the use of the Service (and to any potential future evolution and update by MAILOOP).

Personal Data: means any data linked directly or indirectly to a person as described by the General Data Protection Regulation (GDPR) since May 25th 2018.

Employer: means the employer of the User that has subscribed the Subscription with MAILOOP to allow its employees to benefit from the Services from MAILOOP.

Subscription Form: means the form describing the Services subscribed to by the Employer for the User.

Personal Interface: means the secured interface that the User can access to see his or her monthly personal email usage.

Connection Ids: means the User login and password created by the User to access their Personal Interface.

MAILOOP Platform: means the MAILOOP internet platform accessible on the domain mailoop.com on which the CLIENT connects to have access to some of the MAILOOP Services.

Party(ies): means either MAILOOP or the User or both MAILOOP and the User.

Services: means the services offered by MAILOOP to the User and described in Article 6 of this document.

User: is an employee or the like of the Employer, identified nominally and having access to and using the Application

Article 2.   PURPOSE

The use of the Services is governed by these User Terms and Conditions whose goal is the define the rights, obligations and responsibilities of the Users of MAILOOP Application.

Article 3. APPROVAL

Any use of or access to the Services is subject to full and complete acceptance by the User of these User Terms and Conditions and full and complete respect of the User Terms and Conditions without and reservations or restrictions.

Before any access or use of the Service, the User must have read and understood the User Terms and Conditions accessible and printable at the bottom of the home page of the application by clicking on the hyperlink "CGI" and must have accepted these User Terms and Conditions by ticking the cell to accept the general User Term and Conditions during the account creation.

The applicable version of the User Terms and Conditions is also accessible to the User via the User Personal Interface and downloadable at all times.

By ticking the cell to validate the User Terms and Conditions, the User commits to respecting the User Terms and Conditions while using the Services accessible via the Application. If the User Terms and Conditions are not accepted by the User, the User will not be able to access the Services.

Article 4. DURATION

The User is subject to respecting the User Termes and Conditions from the activation of the User account to its closing.

Article 5. SERVICES ACCESS

Access to the Service is done thanks to the Connection Ids of the User who must fill these in on the connection page of the Application. The User recognizes that his or her Connection Ids are strictly personal and confidential and commits to keeping them secret and not disclose them in any form to a third party or person.

MAILOOP can in no way be held responsible for any identity fraud or theft or fraud or theft of the Users Connections Ids. The Parties recognize that any access to the Application done with the Connection Ids of the User will be supposed to have been done by the User, since MAILOOP does not have the obligation nor the technical means to verify and be certain of the identity of the person accessing the application.

Article 6. SERVICES CARACTERISTICS

Depending on the Subscription elected by the User or the Employer of the User, the Application allows the User to:

- o make anonymous comments or « feed-backs » thanks to Mailoop add-in integrated in the User's professional internal email by clicking on the pre-identified feed-backs like "very useful", "aggressive tone", "too long", etc. ;
- o access the User Personal Interface presenting an individual monthly report on the User's email usage including an analysis of hyperconnexion, exposition to digital stress or a summary of the

received feed-back received from others on the emails the User sent;
- o access in the User Personal Interface a dashboard analyzing the User's digital habits;
- o manage notifications received and emails sent thanks to "Smart Deconnexion" which allows to cut notifications off during rest hours and to automatically program sending emails only during office hours.

Article 7.   USER OBLIGATIONS

- **Use of the Services**

The User commits to respecting all the laws, rules and regulations in force and to respect third party rights and public order while using the Application and Services.

The User commits to use the Application and Services for personal use only and to ensure that no third party or third person to access the Services in place of the User or in the User's name unless the User takes full responsibility and warrants : (i) against any misuse, illicit, illegal, unlawful or wrongful use of any person using the Application and Services, including any violation of laws, rules and regulations in force and (ii) setting up all the procedures and controls to prevent, alleviate and correct any such acts.

The User commits to cooperating actively with MAILOOP for the correct execution of the Services and to communicating any difficulty encountered linked to the execution of the Services.

- **Feedbacks**

The User commits to selecting Feedbacks that correspond to reality and in particular to not formulate false Feedback or illegal, or falsified, abusive, insulting, obscene, pornographic, indecent, suggestive, intimidating or calling to harassment of a third party, threatening, respectful of private and personal life or publication and author rights, fraudulent, or wrongful. The User is fully responsible for the consequences susceptible to be generated by the feedback's made.

The User recognizes being fully responsible of the choices the User makes based on the User's usage of email based on the Feedbacks. It is the User's responsibility to make sure the Feedback is aligned with the User's needs.

- **Smart Deconnexion**

The Users commits to programming the deactivation of the email notifications exclusively during resting hours outside of office hours indicated in the User's work contract. The User recognizes that if the deactivation of email notifications leads to a significant loss in productivity, the User's Employer will be able to modify the parameters selected by the User or disactivate the functionality.

The User recognizes that the User is the fully and uniquely responsible for the deconnection choices made and that MAILOOP is under no circumstances responsible for the consequences of these choices.

Article 8.   ROLE AND RESPONSABILITY OF MAILOOP

- **Services supply**

MAILOOP commits to supplying the Services diligently and within the stat of the art and common practices, knowing that MAILOOP has an obligation of means and not a performance obligation and that the User fully accepts this.

MAILOOP's scope is limited to supplying the Services, excluding any other services. MAILOOP does not deliver any warrantee or guarantee, implicitly, legally or of another nature on the performance or the results of the Application and/or Services it delivers.

MAILOOP does not guarantee that the Application and/or Services will match the usage or objectives of the User. MAILOOP does not guarantee that the Application and/or Services will work without any service interruptions or errors and that MAILOOP will take action on any service interruptions. MAILOOP does not guarantee that the Application and/or Services are compatible with the User's hardware or device and specific setup.

MAILOOP provides the Application and Services but in no way replaces or substitutes internal functions and services inside the Employer. As a consequence, the User recognizes and accepts that the Services are delivered to the User personally and the MAILOOP does not take part or intervene in the relationship between the User and the User's Employer or in the relationship between the User and any third party to who MAILOOP does not deliver any Services or the Application. The User has the obligation to exclude MAILOOP from any dispute resolution or litigation with the User's Employer or with another User or a third party and the User is personally responsible for resolving the dispute.

- **Individual email usage analysis report communication**

MAILOOP presents the User an individual email usage analysis report (the « **Report** ») via a secured SaaS platform made by MAILOOP.

The Report is presented monthly to the User and is built based on the answers rendered by the User and other users with the "Feedback" functionality without any possibility for MAILOOP to establish any form of control on the usage or on the information input. In consequence, MAILOOP declines all responsibility on the content of the "Feedbacks", whether the feedbacks be errors, of a defamatory or slanderous nature, or misleading.

MAILLOP also renders in the Report the volumes of emails, speed and agility of answers, efficiency, transparency, confidence, hyperconnexion index, index of digital saturation, evolution of the User's email usage over time and also function of time slices. This however does not constitute a full analysis of the Users email usage and many use cases and email usage habits and practices are not covered by the Report.

The Report is just a partial view and it is possible that it does not reflect the feeling and user experience and email experience of the User and MAILOOP is not responsible for this difference.

Communicating the collective email usage analysis report
In the frame of the Subscription selected by the Employer, MAILOOP communicated to the Employer an analysis report on collective email usage in which the data of each user including the one of the User is aggregated after having been anonymized.

MAILOOP guarantees that the data collected and used are limited to the data strictly necessary to the execution of the Services and excludes, in particular, all the data linked and contained in private emails of the User identified as such because the email comes from a domain name reputed as a private email domain or including the mention "Personal", "Private" or "Confidential".

The results of the reports will also enable MAILOOP to constitute a data base to enable academic research and establishing benchmarks between different companies in which all users' data including the Users data have been anonymized.

- **Application availability**
MAILOOP will make its best efforts to maintain accessibility of the Application 7 days a week and 24 hours per day, except in the case of force majeure as recognized by French law and courts or except in case the interruption is due to the User.

If need be, MAILOOP reserves the right to limit reduce or suspend the access to the Application, to proceed to any maintenance and/or update operations.

MAILOOP will make its best efforts to maintain the security of the Application. Despite MAILOOP's best efforts, the Application can contain from time to time bugs or errors that could lead to Service interruptions or malfunctions that MAILOOP cannot be held responsible of.

In case of MAILOOP hardware of software breakdown or outage, MAILOOP commits to making its best efforts to establish the access to the Application in the shortest delays possible and to do so at its own cost. If the outage last more than 48 hours (of working days), MAILOOP will deploy other configurations in order to restore the continuity of the Application and its functionalities.

- **Application Security**

MAILOOP has set up procedures and technical means, in line with common industry practice of IT security, required to ensure the security of the Application, focused on the protection and monitoring of the infrastructure, the physical and remote access to the IT infrastructure, as well as measure to detect, prevent and restoration to protect servers from potential malicious acts.

Article 9.   INTELLECTUAL PROPERTY

The Application and all its components of any nature, whether they be visual or sound based, including but not limited to brands, names, logos, texts, images, photography, music, videos, drawings, models, software and data basses, present, published or made available through the Application are the full and exclusive property of MAILOOP.

Any reproduction, representation in part or in whole, extraction, utilization, reuse and/or exploitation of all or part of the Application and/or elements that compose the Application, by any process or procedure and whatever the medium, without the explicit priori written authorization from MAILOOP, is strictly forbidden and constitutes a counterfeit and an infringement of intellectual property laws and regulations.

MAILOOP authorizes the User, via the User's Employer, the non-transferable, non-assignable and non-exclusive right to use the Application to access the Services during the durations of the Subscription subscribed by the Employer for the personal use of the User (the « **License** »).

This right excludes any right to commercialize the Application to a third party.

The User recognizes and accepts that any other use of the Application and Services other than the one authorized in these User Terms and Conditions is prohibited.

As a consequence, the User will not, unless otherwise indicated by applicable laws :

- o Access and/or reproduce and/or represent and/or use and/or exploit a part or the whole of the Application in any other manner and/or for any other goal other than the one defined in these User Terms and Conditions;
- o deconstruct, disassemble, decompile, revers engineer any portion of or the totality of the Application or to access or identity in any manner the source code of the Application;
- o adapt, translate, modify or create applications or derived works from a portion of the totality of the Application ;
- o and more generally, do any act or action that are not explicitly authorized in these User Terms and Conditions or that can possible infringe MAILOOP's intellectual property rights.

MAILOOP warrants the User against any complaint, opposition relative to the Application coming from a third party invoking a violation of any right transferred under these terms, and specifically any action in intellectual property infringement and/or unfair trading and/or parasitic actioned by any third party.

In the case the use of the Application is banned as a consequence of such an action or as the result of an agreement signed with the requester of such an action, MAILOOP will make its best efforts to obtain the right for the User to continue using the Services and the Application, and if need be, to replace or modify the Application to remove the Application from the field of the action while ensuring as much as possible the same level of functionalities, performance and relevancy.

Article 10.   RESPONSABILITY

The User is responsible for any data or file losses that could happen if and when the User sends data or files via the Application to MAILOOP. It is the User's responsibility to back-up and data and files before sending the files or data to MAILOOP to ensure no data or files are lost. MAILOOP can in no circumstances be considered liable for any file or data loss or alteration.

Each Party is responsible only for breaches or failures of its own responsibilities indicated in these General Terms and Conditions.

The liability and responsibility of a Party for direct and indirect, incidental, special, or consequential damages or court pronounced damages will always be limited to the amount of the Subscription.

All indirect, incidental, special, or consequential damages including indirect, incidental, special, or consequential financial damages following data loss or corruption, lost revenue or contracts or brand and image degradation cannot be indemnified by one Party to the other.

The limitation of liability does not apply to any physical injury caused by gross negligence or willful misconduct of the Parties, its employees or sub-contractors.

Article 11.   USER ACCOUNT CLOSING

- **Unsubscription**

The User has the right at all times to stop using the Services and to close the User's account by unsubscribing from the Application thanks to the button provided for this purpose in the Application

- **Leaving the company**

The end of the contractual relationship between the User and the Employer for whatever reason, once notified by the Employer or by the User to MAILOOP, automatically ends the User's subscription to the Application and Services and closes the User's account.

- **Misconduct**

In case the User violates these General Terms and Conditions and/or more generally violates rules and regulations applicable and third party rights, MAILOOP will send the User a notification indicating MAILOOP's intent to apply this Clause for User misconduct and the fact the User's account will be closed thirty (30) days after the notification if the misconduct is not corrected and rectified. MAILOOP has the right to close the User's account starting thirty (30) days after the notification.

The User acknowledges that all the User's data will be deleted from the Application apart from the User's contact details and email.

The User acknowledges that the User's account being closed will cut the User's access from the Application and as a consequence the User will no longer have access to the elements, information

and functionalities available in the User's Personal Interface including but not limited to the User's reports and analysis of the User's email usage.

Article 12.   Personal data

The User acknowledges that the majority of Personal Data collected by MAILOOP is collected for, on behalf, under the responsibility and the authority of the Employer to allow the Employer to enhance and better regulate email usage of the Employer's employees and partners.

As a sub-contractor MAILOOP commits to: (i) processing the data uniquely and exclusively for the cub-contracted finality, (ii) process the data as required by the documented instructions of the Employer, (iii) guarantee the confidentiality of the data, (iv) receive the appropriate and necessary training for personal data protection, (v) take into account, in its tools, products, application and/or services, data protection principals by design and by default.

MAILOOP reserves the right to process Personal Data for its own needs, and for such operations as the controller of the data processing.

All the applicable provisions with regards to processing of personal data can be found in the Confidentiality agreement accessible from Mailoop Platform's home page

- **Personal Data Collected**

MAILOOP collects via Microsoft and Google APIs, and after having explicitly obtain the individual consent of the User to access the User's mailbox, the following data
Feedbacks : the identifier of the feedback, email address of the sender, email address of the User, number of recipients, number of words and letters in the email, number of attached files and size.
Email and calendar analysis : email headers – recipients, time, object (to be able to identify legal notices like « Personnel », « Private », « Confidential »), read status, number of attached files and size; calendar data: meeting lengths, invited participants, answers and answer dates, date of meetings.

- **Data processing purpose**

The purpose of the analysis produced by MAILOOP for the User on the User's data is to raise the User awareness on the User's digital and email habits and practices, and, depending on the Subscription selected, to allow the User to compare the User's statistics against Employer or MAILOOP reference statistics.

- **Information**

The User is informed in detail by these General User Terms and Conditions , but also during the subscription and sign up of the User to the Service.

- **Access Right**

Via the User's Personal Interface, the User can access all the personnel data collected by MAILOOP.

- **Opposition right**

At any moment, the User can exercise the User's opposition right in the « Parameters » tab of the Personal Interface. The User's data will be irreversibly anonymized respecting state of the art industry practice and aligned with GDPR rules and regulations, and will be preserved anonymized to allow research and development and benchmarking. The User's account will be disactivated.

- **Rectification / limitation / portability rights**

At any moment the User can contact MAILOOP Data Protection Officer at dpo@mailoop.com to know the procedure to exercise the User 's rectification, limitation and/or portability rights.

- **Data storage**

The data is stored on encrypted data bases housed in Europe.

Article 13.   OTHER PROVISIONS

If any term or provision of these General User Terms and Conditions is held to be illegal, void or unenforceable in whole or in part under any enactment of law, such term or provision will be deemed not to form part of the Agreement. The enforceability of the remainder of these General User Terms and Conditions will not be affected.

Any failure by MAILOOP of not exercising a right, linked to these General User Terms and Conditions or to a misconduct of the User, will not constitute a waiver of that right or of any other rights.

MAILOOP has the right to modify these General User Terms and Conditions at any moment. The applicable General Terms and Conditions applicable for the User will be the ones that were in effect when the CLIENT subscribed.

Article 14.   APPLICABLE LAW

These General User Terms and Conditions are subject to French law. In case of any dispute in connection with these General User Terms and Conditions, the Parties will first attempt to settle any dispute between them by entering into good-faith negotiations. Any dispute, controversy or claim arising out of or in connection with these General User Terms and Conditions or any breach, termination or invalidity hereof which is not resolved by prior negotiations, that cannot be settled between the Parties, shall be decided by the Courts having jurisdiction at the address of MAILOOP's incorporation.

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