SOFTWARE AS A SERVICE AND CONSULTANCY AGREEMENT

(hereinafter referred to as "Agreement")

(1) PARTIES

CLIENT:

        Legal entity's name: écolo j asbl

        Registered office: Rue Van Orley, 5. 1000 Bruxelles

        Tax ID number:

        Represented by: Léa Charlet

(hereinafter referred to as "Client")

SERVICE PROVIDER AND CONSULTANT:

        Company: Estratos Digital GmbH

        Registry code: FN 544761 w

        VAT number: AT U76274826

        Registered office: Sommerhaidenweg 98, 1190 Wien, Austria

        Represented by: Ádám Ficsor (ceo@estratos.eu)

(hereinafter referred to as "Service Provider and Consultant"; Client and Service Provider and Consultant together as "Parties").

(2) SCOPE OF THE AGREEMENT

1. Based on the direct requests and specifications of the Client the Service Provider and Consultant agrees to provide the following services to the Client (hereinafter referred to as "Services").

2. Software as a Service (SaaS) services (Action Network CRM, Fundraising, Emailing and Action Pages Software and software integrations) that are included in the Minimal Toolset:

    a. 'Lunda' Fundraising Form license

    b. Action Network instance

c. Unlimited outbound emails

d. Unlimited number of Action Pages

e. Unlimited number of Templates/Wrappers

f. Unlimited number of Fundraising Pages

3. Software Management, IT Support, Data Management and SysAdmin Services on the Action Network and the 'Lunda' Fundraising Form of the Client;

4. Software and Data Management of a custom made micro- fundraising public webpage deployed by the Service Provider and Consultant to the Client;

5. Consulting and Client Management Services (data- and fundraising strategy planning and implementation, data platform and online data acquisition campaign management, ad-consultancy, message and narrative development, communication planning, account management), that include 1 hour weekly meeting, and a written fundraising plan.

(3) FEES

1. In consideration for the services described in (2)/2-5. to be performed by the Service Provider and Consultant, the Client agrees to pay the Service Provider and Consultant at the following monthly rate for its services: 9.5% + VAT of the amount received during the invoiced period by the Client through micro-fundraising pages.

2. The invoices for the services described in (2)/2.b-f will be issued in English and will be issued in EUR quarterly. Fraction of a quarter will be invoiced together with the first complete quarter. The first invoice is to be issued by the Service Provider and Consultant in April 2024, covering the period since the contract came into effect. The invoices are payable via bank transfer within 8 working days from the day of issue to the bank account of the Service Provider and Consultant included in the invoices.

3. The services described in (2)/2.a shall be paid via the automated Stripe transfer system, and invoices will be issued in English and will be issued in EUR quarterly. Fraction of a quarter will be invoiced together with the first complete quarter.

4. The Service Provider issues invoices with 20% (Austrian) VAT.
PARTIES declare and pay all the taxes due under the European and their local jurisdiction.

5. The interest rate for payment delay is 5% per month.

(4) ADDITIONAL COSTS

1. The fees include all the costs related to this Agreement by the Service Provider and Consultant.
2. Any additional cost that may arise must be approved in advance by the Client in a written form.

(5) TERMINATION

1. This Agreement has indefinite ending and shall come into effect as of the date of signing when signed by duly authorized representatives of both Parties.
2. Either party may terminate this Agreement at any time upon thirty (30) days' prior written notice to the other party.
3. Notwithstanding the above, this Agreement may be terminated at any time with immediate effect by either party hereto as follows:
    1. by Client: If Service Provider and Consultant fails to deliver the services specified in section (2) and such failure is not remedied within thirty (30) days after receipt by Service Provider and Consultant of the Client's written notice;
    2. by Service Provider and Consultant: if Client fails to make timely payments, and any such failure is not remedied within thirty (30) days after receipt by Client of Service Provider's and Consultant's written notice;
    3. by either party: if a party ceases its business activities as a result of bankruptcy, dissolution, liquidation, or other causes, the other party may immediately terminate this Agreement by providing written notice to that party;
    4. by either party: in case any substantial breach of this Agreement is not remedied by the party in breach within thirty (30) days after receipt of the other party's written notice thereto.
4. If the contract is terminated, Parties must make final cleaning of accounts, and in this case, the Client must pay for all the works that were carried out by the Service Provider and Consultant.

(6) PRIVACY STATEMENT

1. For purposes of this agreement, confidential information means any data or information that is proprietary to the Parties and not generally known to any third party or public, whether in tangible or intangible form. The Parties agree to protect confidential information and to use the confidential information solely in connection with the current or contemplated business relationship between the parties and not for any purpose other than as authorized by this agreement without the prior written consent of an authorized representative of the other party. No other right or license, whether expressed or implied, in the confidential information is granted to the receiving party hereunder. Confidential information shall include within its definition data inputted into the information fields of the Software, the users, or by the Data Processor on the Client's behalf or other data relating to the Client communicated to or processed or generated by the Data Processor ("Client Data").

2. Contracting parties undertake to warn their employees of the obligation of professional secrecy.

3. Parties shall immediately delete or return to the other all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the other party may so request.

(7) DATA PROCESSORS, SUBPROCESSORS AND DATA PROTECTION MEASURES

1. The Client shall own all rights, title and interest in and to all of the Client Data that is personal data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of such Client Data. Except as expressly stated herein, this Agreement does not grant the Supplier any rights to, or in, any Intellectual Property Rights or any other rights or licences in respect of the Client Data.

2. By providing the Client with the Services, Data Processor does not acquire any right and/or interest in the content material (including but not limited to text, Client provided software, scripts, trademarks, logos, HTML coding, domain names, links, graphics, audio, video, and any data) that

the Client makes available for use (collectively "Content"). The Client is solely responsible for all content.

3. Data Processor shall use best efforts consistent with industry best practice standards to maintain the Services in a manner that minimizes errors and interruptions in the Services and shall perform the Implementation Services in a professional and skillful manner.

   Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Data Processor's reasonable control, but Data Processor shall use its best endeavours to provide advance notice in writing or by email of any scheduled service disruption.

4. The Client and Data Processor acknowledge that for the purposes of the Applicable Data Protection Law (Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR)) Client is the Data Controller and Service Provider is the Data Processor in respect of any Personal Data.

5. The Data Processor shall process Personal Data only for the purposes of carrying out obligations arising under the Agreement.

6. The Data Processor warrants and undertakes that:

   1. It will comply with all applicable law, including Applicable Data Protection law, in its performance of this Agreement.

   2. It will only process the Personal Data on the documented written instructions of the Data Controller.

   3. It will have in place appropriate technical and organizational measures, reviewed and approved by the Client's CTO/Project Manager, and all measures pursuant to Article 32 of the GDPR to protect the confidentiality of the Personal Data and to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

   4. It will only appoint sub-processors which have been identified to the Client's CTO/Project Manager and to which the Client's CTO/Project Manager has given his prior written consent, which shall be conditioned to Supplier will obtain guarantees from any sub-processors processing the Personal Data that they will have in place appropriate technical and organizational measures. All measures pursuant to Article 32 of the GDPR, to protect the confidentiality of the Personal Data and to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and which provide a

level of security appropriate to the risk represented by the processing and the nature of the data to be protected.

5. It will have in place procedures so that any individual party it authorizes to have access to the Personal Data, including employees of the Data Processor, will respect and maintain the confidentiality and security of the Personal Data. Any person acting under the authority of the Data Processor shall be obligated to process the Personal Data only on instructions from the Data Processor. This provision does not apply to persons authorized or required by law or regulation to have access to Personal Data.

6. It will not disclose any Personal Data to a third party in any circumstances other than at the specific written request of the Data Controller unless such disclosure is necessary in order to fulfil the obligations of the Services Agreement or is required by applicable law.

7. It will give the Data Controller prompt notice of a Personal Data breach or a potential data breach, within 24 hours from becoming aware of same, and the Data Processor will cooperate with the Data Controller in implementing any appropriate action concerning the breach or the potential breach, including corrective actions.

8. It will delete from its systems all soft copies of any Personal Data and return all soft and hard copy documentation on the completion of the Agreement or on request from the Data Controller and will do so in a timely manner, giving a written confirmation of same having been done.

7. The Service Provider and Consultant informs the Client about the data processors under this Agreement:

1. Before onboarding subprocessors, Estratos Digital GmbH conducts an audit of the security and privacy practices of subprocessors to ensure subprocessors provide a level of security and privacy appropriate to their access to data and the scope of the services they are engaged to provide. The subprocessor is required to enter into appropriate security, confidentiality and privacy contract terms to fulfill the obligations under GDPR.

2. The Records Management Policy and the Security and Compliance Policy of Estratos Digital GmbH related to the Services provided under this Contract are available here:

   - www.lundadonate.org/records-management-policy

   - www.lundadonate.org/security-and-compliance-policy

3. Estratos Digital GmbH uses the Google Cloud Platform service to store and access personal data provided by data processor/subprocessor Google Ireland Limited, Gordon House, Barrow Street, Dublin 4, Ireland ("Google"). The Data Processing and Security Terms of the firms are available at: https://cloud.google.com/terms/data-processing-terms

4. Estratos Digital GmbH uses Action Network (1900 L St NW, Suite 900, Washington DC 20036; Privacy Policy: https://actionnetwork.org/privacy) as a comprehensive CRM solution, integrated emailer, action pages platform.

5. Estratos Digital GmbH uses Segment (100 California Street, Suite 700, San Francisco, CA 94111 USA; Privacy Policy: https://segment.com/docs/privacy/complying-with-the-gdpr/#opting-into-the-data-processing-agreement-and-standard-contractual-clauses) to sync Estratos Digital's systems, send data from a webpage, application or CRM to another application or CRM.

6. Estratos Digital GmbH uses Stripe Payments Europe Ltd. (C/O A&L Goodbody, Ifsc, North Wall Quay Dublin 1., Dublin 1, Dublin; Privacy Policy: https://stripe.com/en-gb-hu/privacy) as a payment service provider and platform.

7. Estratos Digital GmbH upon direct client agreement occasionally uses the services of ZeroBounce as a data processor for email list validation. Estratos Digital GmbH deletes immediately all files from ZeroBounce after the completion of the validation process. ZeroBounce is a service of Hertza LLC. (a Nevada limited liability company, its principal place of business at 10. E. Yanonali St., Santa Barbara, California 93101; Privacy Policy:https://www.zerobounce.net/privacy-policy.html).   Any information that is uploaded to ZeroBounce by Estratos Digital GmbH is transmitted via SSL through CloudFlare, and all files are stored in an encrypted file using a standard algorithm for protection of stored data defined by IEEE P1619 on ZeroBounce servers in the EU.

8. Estratos Digital GmbH requires subprocessors to use full disk encryption for data storage during data processing based on the Google Cloud Platform to guarantee that the data never reaches the cloud in an unencrypted state during network transmission.

8. Scope of liability of Data Processor is limited to the contractual value of work done which are in direct relationship with his activities save that the limitation shall not apply in relation to any Intellectual Property Infringement and/or breach of GDPR caused by the Service Provider for which the Service Provider shall indemnify the Client. The Service

Provider shall indemnify the Client against all claims, actions, proceedings, liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Client arising out of or in connection with any claim made against the Client for a breach of regulatory requirement, specifically GDPR, arising out of or in connection with the Services, their use or otherwise in relation to them.

(8)   MISCELLANEOUS

1. The Client agrees to make best effort at including donation link and/or action button on every email as part of its outbound mass email communication sent via the Action Network instance licensed by the Service Provider and Consultant to the Client.

2. The Service Provider and Consultant is obliged, in the course of the duration of the contract with the Client, not to sell, give, share, assign nor to provide insight into the subject to this contract, including data obtained throughout implementation and functioning of the project. Service Provider and Consultant is obliged to provide the services acting in good faith, with due diligence and in accordance with the rules of profession, undertaking, while considering the purpose and requirements of the Client, to perform the activities appropriately and economically.

3. Service Provider and Consultant undertakes to provide the services as a confidential advisor of the Client and to represent its interests.

4. Service Provider and Consultant is obliged to advise the Client on all issues included in the content of contracted services whenever required by the rules of the profession

   1. correctness of the selected solutions applied or recommended to the Client;
   2. the integrity of processing and provision of services in the manner agreed;
   3. provision of services within contracted price;
   4. provision of services within the contracted term.

5. Service Provider and Consultant is responsible for the performance of persons engaged in the execution of the subject of this Agreement.

6. Parties shall make every effort to arrange any dispute arisen. All disputes arising out of this Agreement shall be settled according to the laws of Austria.

7. Scope of liability of Service Provider and Consultant is limited to the contractual value of work done which are in direct relationship with his activities.

8. Signature of this Agreement by the Parties means the full Agreement in the above written. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by both parties.

24th of October, 2023

Léa Charlet

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as for the Client

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ADAM FICSOR

as for the Service Provider and Consultant