

THYNK SFDC SOFTWARE MODULE MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT BETWEEN YOU AND US, INCLUDING ITS SCHEDULES AND EXECUTED ORDER FORM(S) (COLLECTIVELY THE “**AGREEMENT**”) GOVERNS YOUR FREE TRIAL OF THE SERVICES (AS DEFINED BELOW) AND YOUR PURCHASE OF AND ONGOING USE OF THE SERVICES. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT, IN WHICH CASE THE TERMS “YOU” “YOUR” OR “CUSTOMER” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERM OF THIS AGREEMENT YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

You may not access the Services if You are Our direct competitor, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on August 8th 2020. It is effective between You and Us as of the date You accept this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS

Any capitalised terms not otherwise defined in this Agreement shall have the meaning given below:

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Effective Date**” means the date of Your acceptance of the terms and conditions of this Agreement through either clicking a box indicating Your acceptance or by executing an Order Form (manually or submitting electronically the Order Form) as applicable.

“**Force Majeure Event**” means any event caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving Our employees), Internet service provider failures or delays and denial of service attacks.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“**Non-THYNK Applications**” means online applications and/or services and/or offline software products that are provided by entities or individuals other than Us, and that interoperate with the Services, including but not limited to those provided by Non-THYNK Service Providers.

“**Order Forms**” means the orders placed hereunder that are entered into between You and Us for the purchase of subscriptions to Our Services either electronically or in writing signed by the parties. Order Forms shall be deemed incorporated herein by reference.

“Purchased Services” means Services for which You purchase User Subscriptions to use such Services under an Order Form, as distinguished from those provided pursuant to a free trial.

“SFDC” means salesforce.com.

“SFDC Services” means the online hosting platform and related services provided by SFDC upon which the Services are hosted, along with Your Data, and which interoperate with the Services, and (where applicable) the integration of the Software to interoperate with such SFDC Services.

“Services” means Our software as a service offering made available by Us via the SFDC Services and the customer login link as designated by Us or SFDC, as applicable, including associated offline components, as described in the User Guide. Our “Services” exclude Non-THYNK Applications and SFDC Services.

“Subscription Fees” means the fees payable by You for the use of the Services during the Subscription Term as set out in the applicable Order Form.

“Subscription Term” means the period commencing on the later of (i) the effective date of the applicable Order Form (or such other effective date as specified in the Order Form) and (ii) Our receipt of Your payment of the applicable Subscription Fees and continuing for the period set out in the Order Form.

“Trial Period” has the meaning given in Section 2 of this Agreement.

“User Guide” means the online user guide for the Services, accessible via www.THYNK.cloud, as updated from time to time.

“User Subscriptions” means each subscription licenses purchased by You for the number of Users indicated in the applicable Order Form for such Users to access and use the Services in accordance with this Agreement.

“Users” means those individuals who are authorised by You to use the Services, who have been supplied user identifications and passwords by You (or by Us or SFDC at Your request), and in the case of Purchased Services, for whom User Subscriptions have been purchased. Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

“We”, “Us”, “Our”, “THYNK”, and “THYNK.Cloud” means THYNK SAS, 25 rue de Ponthieu, 75008 Paris, France, incorporated in France RCS Paris 878879253.

“You” “Your” or “Customer” means the company or other legal entity for which You are accepting this Agreement for the purchase of the User Subscriptions to use the Purchased Services in accordance with the terms and conditions of this Agreement.

“Your Data” means all electronic data or information submitted by You when using the Services and which is hosted on the SFDC Services.

2. FREE TRIAL

2.1 We will make one or more Services available to You on a trial basis free of charge from the date You register for the trial of the Service until the earlier of (a) the end of the free trial period for which You registered or are registering to use the applicable Service as identified at the time of registering or (b) the start date of any Purchased Services ordered by You ("**Trial Period**"). Additional trial terms and conditions may appear on the trial registration web page, such as the restrictions on the number of users/subscribers of the Services authorized by You to use the Services on a trial basis for the Trial Period. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

2.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS", "AS AVAILABLE" AND WITHOUT ANY WARRANTY OR SUPPORT WHATSOEVER.

2.3 Please review the User Guide during the trial period so that You become familiar with the features and functions of the Services before You make Your purchase.

3. SERVICES

3.1 Provision of Purchased Services. We shall make the Purchased Services available to You pursuant to this Agreement and the applicable Order Form(s) during each Subscription Term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

3.2 Your Affiliates. To the extent the parties agree in the applicable Order Form for the right and license to use the Services in accordance with this Agreement to extend to Your Affiliates, any such Affiliates shall be entitled to perform any of the obligations and exercise any of Your rights under this Agreement, but only You shall be entitled to enforce the rights granted to You under this Agreement, for and on behalf of such Affiliates. Any act or omission of any such Affiliates shall for the purpose of this Agreement be deemed to be an act or omission of You and You shall be liable for any breach of the terms of this Agreement by such Affiliates. Any loss, damage, liability, costs and expenses incurred by any such Affiliate in connection with this Agreement, shall be deemed to be incurred by You.

3.3 Rights. Subject to the restrictions of use set out in section 6.2 and the Order Form and Your responsibilities in section 3.6 below, We grant to You a non-exclusive, non-transferable right to permit the Users to use the Services during the Subscription Term only and in accordance with this Agreement and solely for Your internal business operations.

3.4 User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Purchased Services are purchased as User Subscriptions and may be accessed by no more than the specified number of Users as set out in the relevant Order Form, (ii) additional User Subscriptions may be added during the applicable Subscription Term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the then current Subscription Term in effect at the time the additional User Subscriptions are added, and (iii) the added User Subscriptions shall terminate on the same date as the pre-existing User Subscriptions. User Subscriptions are for designated Users only and cannot be shared or used by more than one User, but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Purchased Services. In the event the Parties agree to an unlimited number of user subscriptions, such information will be included in the order form.

3.5 Our Responsibilities. We shall: (i) provide basic support for the Purchased Services to You at no additional charge in accordance with the service levels for such support as set forth in Schedule 3 to this Agreement and as may be updated by Us upon notice to You prior to the start of each renewal period and any such changes shall be effective upon the start date of the applicable renewal period; (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) emergency downtime or planned downtime, as notified to You from time to time, or (b) any unavailability caused by a Force Majeure Event; and (iii) provide the Purchased Services in accordance with applicable laws and government regulations.

3.6 Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement and ensure such Users shall keep a secure password for his/her use of the Services and change such password frequently and keep such password confidential, (ii) not authorize more Users to access and use the Services than the maximum number of User Subscriptions You have purchased from time to time; (iii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, (v) and shall procure that Your Users shall use the Services only in accordance with the User Guide and applicable laws and government regulations; (vi) be responsible for obtaining all necessary licenses and consents required to use Your Data (if any) as part of the Services and You warrant and represent that such licenses and consents have been obtained; and (vii) be solely responsible for procuring and maintaining Your network connections and telecommunications links and all problems, conditions, delays and delivery failures arising from or relating to Your network connections or telecommunications links. You shall not and shall procure that Your Users shall not (a) use the Services for any unlawful purposes, (b) make the Services available to anyone other than Users, (c) sell, resell, rent or lease the Services, (d) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or other rights and We reserve the right to remove any content where, in Our sole and reasonable discretion, we suspect such content to be inappropriate, upon notice to You, (e) use the Services to store or transmit Malicious Code, (f) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (g) attempt to gain unauthorized access to the Services or their related systems or networks.

3.7 Audit Rights. In respect of the Purchased Services, You shall permit Us to audit Your use of the Purchased Services in order to establish the name and password of each User and ensure compliance with the terms of this Agreement and the applicable Order Form. Such audit may be conducted no more than once per year, at Our expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with Your normal conduct of business. If any of the audits reveal that any password has been provided to any individual who is not an authorised User, then without prejudice to Our other rights, You shall promptly disable such password and we shall not issue any new passwords to any such individual. If any of the audits reveal that You have underpaid Subscription Fees to Us, then without prejudice to Our other rights, You shall pay to Us an amount equal to such underpayment as calculated in accordance with the prices set out in the Price List and in accordance with the payment terms set out in this Agreement.

4. SFDC SERVICES AND NON-THYNK APPLICATION PROVIDERS

4.1 SFDC SERVICES. This Agreement is between You and Us. You acknowledge that Our Services are hosted for Us by SFDC and are also integrated as part of and are interoperable with the SFDC Services. By agreeing to the terms of this Agreement, You confirm that You accept and agree to abide by the additional SFDC terms of use for Your use of the SFDC Services in connection with the Services, as set forth in Schedule 1 of this Agreement (or as otherwise may be provided by Us to You from time to time). However to the extent SFDC and You have entered

into a valid agreement for the SFDC Services, the terms of such agreement shall govern Your use of and access to such SFDC Services in connection with the Services and shall prevail over the SFDC terms of use set forth in Schedule 1 to this Agreement. Separate licensing terms may also apply for Your use of the SFDC Services as made available to You by SFDC. Notwithstanding any other provision of this Agreement, You acknowledge and agree that We shall not be responsible or liable for such SFDC Services or for the acts or omissions of SFDC.

4.2 Integration with Non-THYNK Applications. The Services may contain features designed to interoperate with Non-THYNK Applications. To use such features, You may be required to obtain access to such Non-THYNK Applications from their providers and comply with such providers applicable terms of use. If the provider of any such Non-THYNK Application ceases to make the Non-THYNK Application available for interoperation with the corresponding Services features on reasonable terms, We may cease providing such Services features without entitling You to any refund, credit, or other compensation. You acknowledge and agree that We shall not be responsible or liable for any such Non-THYNK Applications or for the acts or omissions of such providers of Non-THYNK Applications.

5. FEES AND PAYMENT FOR PURCHASED SERVICES

5.1 Subscription Fees. You shall pay all Subscription Fees specified in all Order Forms hereunder in accordance with this Agreement and the Order Form. Except as otherwise specified herein or in an Order Form, (i) subject to section 5.2 below, all fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, and (iii) the number of User Subscriptions purchased cannot be decreased during the relevant Subscription Term stated on the Order Form. Subscription Fees are based on annual periods that begin at the start of the Subscription Term.

5.2 Invoicing and Payment. Subscription Fees will be invoiced in full, in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due immediately upon the date of the applicable Order Form. Unless otherwise agreed by Us in writing, You will not be given access to the Services until such payment is received by Us. Unless otherwise agreed by Us, You shall pay such invoices either by credit card payment, cheque payment or wire transfer. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information. You acknowledge and agree that any credit card or other means of payment and related billing and payment information that You provide to Us may be shared by Us with companies who work on Our behalf, such as payment processors and/or credit agencies, solely for the purposes of checking credit, effecting payment to Us and servicing Your account.

5.3 Overdue Charges. If any amounts invoiced hereunder are not received by Us by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the “Invoicing and Payment” section above.

5.4 Suspension of Service. Subject to section 5.5, if any undisputed charge owing by You is thirty (30) days or more overdue, We may, without limiting Our other rights and remedies, suspend Services until such undisputed amounts are paid in full, provided We have given You ten (10) or more days’ prior notice that Your account is overdue in accordance with the “Notices” section below.

5.5 Payment Disputes. We shall not exercise Our rights under the “Suspension of Service” sections above if You are disputing the applicable charges reasonably and in good faith and cooperating diligently to resolve the dispute.

5.6 Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added tax (VAT), sales and use, or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, “**Taxes**”). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

5.7 Price changes. We may change our prices for user subscriptions at any time upon sixty (60) days written notice to you prior to the commencement of any renewal Subscription Term.

6. PROPRIETARY RIGHTS

6.1 Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, We, Our suppliers and/or licensors reserve all rights, title and interest in and to the Services and all underlying Software and applications, User Guides and all modifications and improvements thereto and any suggestions, enhancement requests, recommendations or other feedback provided by You and/or Users relating to the operation of the Services, including all related intellectual property rights. There are no implied licenses under the terms set forth in this Agreement and no rights are granted to You hereunder other than as expressly set forth herein.

6.2 Restrictions. You shall not (i) permit any third party to access the Services except as permitted herein or in an Order Form, (ii) subject to Section 6.3 create derivative works based on the Services, (iii) copy, frame or mirror any part or content of the Services, other than copying or framing on Your own intranets or otherwise for its own internal business purposes, (iv) reverse engineer the Services, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

6.3 Your Applications and Code. You, a third party acting on Your behalf, or a User may create applications or program code using the Services as permitted in the User Guide. In such cases, You authorize Us and Our service providers to host, copy, transmit, display and adapt such applications and program code, solely as necessary for Us to provide the Services in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to such applications or program code, including any intellectual property rights therein.

6.4 Marketing. Upon Your prior written consent (not to be unreasonable withheld or delayed), We or Our Affiliate’s may use Your name and logo for inclusion on Our website and in Our customer and/or supplier lists, and promotional, marketing and investment materials.

7. CONFIDENTIALITY

7.1 Definition of Confidential Information. As used herein, “**Confidential Information**” means all confidential information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes

disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

7.2 Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and accountants and SFDC without the other party's prior written consent.

7.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

7.4 The confidentiality obligations in this Section 7 shall survive the termination of this Agreement for a period of five (5) years.

8. YOUR DATA AND PRIVACY POLICY

8.1 Ownership. You shall own and retain full ownership of Your Data and shall have sole responsibility for the legality, appropriateness, completeness, reliability, integrity, accuracy, and quality of Your Data.

8.2 Responsibility for Your Data. You acknowledge that Your Data is hosted on the SFDC Services hosting platform and that we are neither obliged nor able to edit and modify Your Data and shall have no liability or responsibility for Your Data. You further acknowledge and agree that We have no obligation to monitor any information on the Services and we are not responsible for the accuracy, completeness, appropriateness, safety or legality of Your Data or any other information or content You may be able to access using the Services. You acknowledge and agree that (i) You are responsible for all Your Data and (ii) any communication with others while using the Services is Your sole and exclusive responsibility and (iii) we will not be held responsible in any way for any copyright infringement or violation, or the violation of any other person's rights or the violation of any laws arising or relating to Your Data. We are further not responsible for any disclosure, modification or deletion of Your Data resulting from access by a third-party application.

8.3 Data Security. SFDC host the Services purchased through the SFDC site and additional terms applicable in respect of such hosting of Your Data will be set out in the SFDC's Terms of Use in Schedule 1 to this Agreement. You acknowledge that it is Your responsibility to keep backup copies of Your Data and protect Your passwords, limiting access to Your computers and devices, and signing out of the Services when You are not using them.

8.4 Right to remove Your Data. We reserve the right to require SFDC to remove any of Your Data (or third party information) which we reasonably believes breaches any laws or regulations or any third party's rights or this Agreement and/or is deemed Inappropriate Content. We will notify

You if we request SFDC to remove any of Your Data (or third-party information) in accordance with this section. We disclaim all liability of any kind in respect of Your Data, third party information and any other material which can be accessed using the Services and for any fraud committed in connection with the Services.

8.5 Non-THYNK Applications and Your Data. If You install or enable Non-THYNK Applications for use with Services, You acknowledge that such providers of those Non-THYNK Applications will have access Your Data as required for the interoperation and support of such Non-THYNK Applications with the Services and SFDC Services, as applicable. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Non-THYNK Application providers. The Services shall allow You to restrict such access by restricting Users from installing or enabling such Non-THYNK Applications for use with the Services.

9. WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

9.1 Our Warranties. We warrant that (i) we have validly entered into this Agreement and have the legal power to do so, (ii) the Purchased Services shall perform materially in accordance with the User Guide during the Subscription Term, (iii) subject to the “Integration with Non-THYNK Applications” section above, the functionality of the Purchased Services will not be materially decreased during a Subscription Term, and (iv) the Purchased Services will not transmit Malicious Code to You, provided that We are not in breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Services and later downloads that file containing Malicious Code. For any breach of a warranty above during the Subscription Term, Your exclusive remedy shall be as provided in the “Termination for Cause” and the refund of prepaid fees for the period after the date of termination in the event such breach cannot be remedied by Us in accordance with such Termination for Cause provisions.

9.2 Warranty Exclusions. Notwithstanding the foregoing, We (i) do not warrant that Your use of the Services will be uninterrupted or error-free; or that the Services will meet Your requirements; (ii) are not responsible for any delays, delivery failures, or any other loss or damage resulting from Your access to and use of the Services through and/or in connection with SFDC Services or Non-THYNK Applications or the transfer of data over communications networks and facilities, including the internet, and You acknowledge that the Services may be subject to limitations, delays and other problems inherent in the use of such communications facilities; and (iii) nor Our suppliers or third-party service providers or software vendors, shall have any liability whatsoever for the accuracy, completeness, or timeliness of Your Data, or for any decision made or action taken by You, any User, or any third party in reliance upon any of Your Data.

9.3 Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

9.4 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, ACCURACY, SATISFACTORY QUALITY NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.5 Non-GA Services. From time to time We may invite You to try, at no charge, Our products or services that are not generally available to Our customers (“**Non-GA Services**”). You may accept or decline any such trial in Your sole discretion. Any Non-GA Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Non-GA Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Non-GA Services are not considered “Services” hereunder and are provided “AS IS” and “As Available” with no express or implied warranty and to the fullest extent permitted by law, we shall have no liability

whatsoever in connection with Your use of such Non-GA Services. We may discontinue Non-GA Services at any time in Our sole discretion and may never make them generally available.

10 MUTUAL INDEMNIFICATION

10.1 Indemnification by Us. Subject to section 10.2 below, We shall defend You against any claim, demand, suit or proceeding made or brought against You by a third party alleging that the use of the Purchased Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party in the United States of America and the European Economic Area (a “**Claim Against You**”), and shall be responsible for payment of any damages, finally awarded against You as a result of, and for amounts paid by You under a court-approved settlement of, a Claim Against You and for any reasonable legal fees incurred in connection with Our defense of the Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You, (b) gives Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability), (c) provide to Us all reasonable assistance, at Our expense; and (d) use reasonable endeavors to mitigate any losses in connection with such claims. In the event of a Claim Against You, or if We reasonably believe the Purchased Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Purchased Services so that they no longer infringe or misappropriate, without breaching Our warranties under “Our Warranties” above, (ii) obtain a license for Your continued use of the Purchased Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days’ written notice and refund You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

10.2 Exclusions. We and Our Affiliates shall not be liable to You to the extent that the alleged Claim Against You is based on: (a) a modification of the Services by anyone other than Us; (b) Your use of the Services in a manner contrary to this Agreement or the instructions given to You by Us; (c) Your use of the Services in connection with the SFDC Services or Non-THYNK Applications to the extent such SFDC Services or Non-THYNK Applications cause the infringement Claim, or (d) Your use of the Services after notice of the alleged or actual Claim Against You from Us or any appropriate authority.

10.3 Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a “**Claim Against Us**”), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, and for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability), and (c) provide to You all reasonable assistance, at Your expense.

10.4 EXCLUSIVE REMEDY. THIS “MUTUAL INDEMNIFICATION” SECTION STATES THE INDEMNIFYING PARTY’S SOLE LIABILITY TO, AND THE INDEMNIFIED PARTY’S EXCLUSIVE REMEDY AGAINST, THE OTHER PARTY FOR ANY TYPE OF CLAIM DESCRIBED IN THIS SECTION.

11. LIMITATION OF LIABILITY

11.1 SUBJECT TO SECTION 11.2, IN NO EVENT SHALL EITHER PARTY’S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID BY YOU HEREUNDER IN THE TWELVE MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE LIABILITY. THE FOREGOING LIMIT SHALL NOT APPLY TO YOUR PAYMENT

OBLIGATIONS UNDER THE “FEES AND PAYMENT FOR PURCHASED SERVICES” SECTION ABOVE OR BREACH OF YOUR CONFIDENTIALITY OBLIGATIONS OR BREACH YOUR OBLIGATIONS UNDER THE PROPRIETARY RIGHTS SECTIONS 6.1 AND 6.2 OF THIS AGREEMENT.

11.2 THE EXCLUSIONS IN THIS SECTION 11 SHALL APPLY TO THE FULLEST EXTENT PERMISSIBLE AT LAW BUT NEITHER PARTY EXCLUDES LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY ITS NEGLIGENCE OR THAT OF ITS OFFICERS, EMPLOYEES, CONTRACTORS OR AGENTS; FRAUD OR FRAUDULENT MISREPRESENTATION; OR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED BY LAW.

11.3 SUBJECT TO SECTION 11.2, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED OR FOR LOSS OF PROFITS, ANTICIPATED SAVINGS, BUSINESS OPPORTUNITY, GOODWILL OR DATA (INCLUDING CORRUPTION OF OR DAMAGE TO DATA), WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

11.4 IN ADDITION TO THE OTHER EXCLUSIONS SET OUT IN THIS SECTION 11 AND SUBJECT TO SECTION 11.2, WE SHALL HAVE NO LIABILITY: (A) FOR THE SFDC SERVICES, NON-THYNK APPLICATIONS OR FOR ANY ACTS OR OMISSIONS OF SFDC OR THE NON-THYNK APPLICATION PROVIDERS, INCLUDING WITHOUT LIMITATION WHERE SUCH ACTS OR OMISSIONS CAUSE A BREACH OF THIS AGREEMENT, OR (B) WHERE ANY FAILURE TO PROVIDE THE SERVICES IS CAUSED BY: (I) A NETWORK, HARDWARE OR SOFTWARE FAULT IN EQUIPMENT WHICH IS NOT UNDER OUR CONTROL; (II) ANY ACT OR OMISSION BY YOU AND/OR YOUR USERS; (III) USE OF THE SERVICES CONTRARY TO THIS AGREEMENT; (IV) SFDC, SDFC SERVICES OR ANY NON- THYNK APPLICATIONS OR SUCH NON-THYNK APPLICATION PROVIDERS; (V) ANY UNAUTHORISED ACCESS TO THE SERVICES INCLUDING A MALICIOUS SECURITY BREACH; OR (VI) A FORCE MAJEURE EVENT.

12. TERM AND TERMINATION

12.1 Term of Agreement. This Agreement commences on the Effective Date and continues until all Subscriptions Terms have expired or been terminated. If You elect to use the Services for a Trial Period and do not purchase a subscription for the Services before the end of that Trial Period, this Agreement will terminate at the end of such Trial Period.

12.2 Subscription Term(s). User Subscriptions for Purchased Services commence on the later of (i) the start date (effective date) specified in the applicable Order Form; or (ii) Our receipt of Your payment of the applicable Subscription Fees and continuing for the Subscription Term and if no such term is specified, it shall be for a minimum period of 12 months from the start date. Thereafter the Subscription Term for User Subscriptions will automatically renew for successive periods of 12 months or such other period as specified in the Order Form, unless either party terminates such subscriptions upon ninety (90) days written notice prior to the end of the then current Subscription Term.

12.3 Termination for Cause. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors or analogous event or proceeding in any applicable jurisdiction.

12.4 Obligations Upon Termination. On termination of this Agreement for any reason: (a) all rights of use granted under this Agreement shall immediately terminate and You shall cease the use of the Services; (b) You shall promptly pay all monies due or to become due under this Agreement and/or relevant Order Form(s) through the effective date of termination and covering the remainder of all Subscription Term(s) after the date of termination and for the avoidance of any doubt, any fees already paid by You shall not be refunded; (c) each party shall return and make no further use of any equipment, property, Services, User Guides, Confidential Information and other items (and all copies of them) belonging to the other party; (d) SFDC may destroy or otherwise dispose of any of Your Data in accordance with Your agreement with SFDC and the SFDC terms set forth in Schedule 1. You acknowledged and agree that We have no rights or control over the disposal or back up of Your Data; and (e) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination, shall not be affected or prejudiced.

12.5 Surviving Provisions. The sections titled “Fees and Payment for Purchased Services,” “Proprietary Rights,” “Confidentiality,” “Warranties and Disclaimers,” “Mutual Indemnification,” “Limitation of Liability,” “Surviving Provisions,” “Who You Are Contracting With,” “Notices,” “Governing Law and Arbitration,” and “General Provisions” shall survive any termination or expiration of this Agreement.

13. INSURANCE

13.1 We will carry and maintain for the term of this Agreement insurance coverage reasonably required for the provision of the Services hereunder. Our current insurance coverage and related limits as at the Effective Date of this Agreement are set forth below:

- (i) Professional Indemnity Insurance with a limit of €500 000 in the aggregate.
- (ii) Public Liability Insurance with a limit of €500 000 in the aggregate.
- (iii) Employers’ Liability Insurance with a limit of €500 000 in the aggregate.

13.2 We will provide copies the relevant insurance certificates upon Your reasonable request.

14. NOTICES, GOVERNING LAW AND JURISDICTION

14.1 Governing Law and Jurisdiction. All disputes arising out of or in connection with this Agreement, Order Form(s), and all the Schedules, shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules.

14.2 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You. Notices to Us shall be addressed to THYNK, Rue de Ponthieu 25, 75008 Paris, FR.

15. GENERAL PROVISIONS

15.1 Export Compliance. The Services, other Our technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use Services in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

15.2 Anti-Corruption. Each party will comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010

and the U.S. Foreign Corrupt Practices Act 1977 (“FCPA”). If a party learns of any request or demand for any undue financial or other advantage of any kind received by either party in connection with the performance of this Agreement, it will promptly notify the other party’s Legal Department.

15.3 Relationship of the Parties. The parties are independent contractors. This Agreement (i) does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties and (ii) shall not prevent Us from entering into similar agreement with third parties, or from independently developing, using selling or licensing products, documentation and/or services which are similar to those provided under this Agreement

15.4 No Third-Party Beneficiaries. Except for SFDC as set forth in the SFDC Terms attached as Schedule 1 to this Agreement, there are no other third-party beneficiaries to this Agreement. No other person who is not a party to this Agreement shall have any right to enforce any term of this Agreement.

15.5 Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

15.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

15.7 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party’s sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party’s election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

15.8 Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any schedule or addendum hereto or any Order Form, the terms of such schedule, addendum or Order Form shall prevail except where any terms of an Order Form expressly state that such terms shall take precedence over the terms of the Agreement. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or in any other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

Schedule 1 – SFDC Terms of Use

These Terms of Use govern Your use of the SFDC Service in connection with Our provision of the Services to You and are in addition to the terms and conditions of the Agreement. In the event of any conflict between the terms of these Terms of Use and the Agreement, these Terms of Use shall prevail. These Terms may be updated from time to time upon notice to you and such updates shall be effective on the date of notice to you.

Definitions. Capitalised terms in this Section A not otherwise defined in the Agreement shall have the meaning set out below:

“AppExchange” means the online directory of on-demand applications that work with the SFDC Service, located at <http://www.appexchange.com> or at any successor websites.

“SFDC Service” means the online, Web-based platform service provided by SFDC to Us in connection with Our provision of the Services to You.

“SFDC CRM Service” means the online, Web-based application and platform service generally made available to the public via <http://www.salesforce.com> and/or other designated websites, including associated offline components but excluding AppExchange applications.

1. Use of SFDC Service.

(a) Each User Subscription to the Service shall entitle one User to use the SFDC Service via the Service, subject to the terms of this Schedule 1, together with the terms and conditions of the Agreement. For clarity, Your right to use the SFDC Service hereunder does not include a right to use the SFDC CRM Service except for those functionalities expressly described in the Help text within the Service. If You wish to use the SFDC CRM Service or any of its functionalities or services, visit www.salesforce.com to contract directly with SFDC for such services. In the event Your access to the Service provides You with access to the SFDC CRM Service generally or access to any SFDC CRM Service functionality within it that is in excess to the functionality described in the Service’s User Guide and/or Your Order Form with THYNK, and You have not separately subscribed under a written contract with SFDC for such access, then You agree to not access and use such functionality, and You agree that Your use of such functionality would be a material breach of these Terms of Use and the Agreement.

(b) Notwithstanding any access You may have to the SFDC Service via the Service, THYNK is the sole provider of the Service and You are entering into a contractual relationship solely with THYNK. In the event that THYNK ceases operations or otherwise ceases or fails to provide the Service, SFDC has no obligation to provide the Service or to refund You any fees paid by You to THYNK.

(c) You (i) are responsible for all activities occurring under Your User accounts; (ii) are responsible for the content of all Your Data; (iii) shall use commercially reasonable efforts to prevent unauthorised access to, or use of, the SFDC Service, and shall notify THYNK or Salesforce.com promptly of any such unauthorised use You become aware of; and (iv) shall comply with all applicable local, state, federal and foreign laws and regulations in using the SFDC Service.

(d) You shall use the SFDC Service solely for Your internal business purposes and shall not: (i) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the SFDC Service available to any third party, other than to Users or as otherwise contemplated by these Terms of Use; (ii) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs; (v) interfere with or disrupt the integrity or performance of the SFDC Service or the data contained therein; or (vi) attempt to gain unauthorised access to the SFDC Service or its related systems or networks.

(e) You shall not (i) modify, copy or create derivative works based on the SFDC Service; (ii) frame or mirror any content forming part of the SFDC Service, other than on Your own intranets or otherwise for Your own internal business purposes; (iii) reverse engineer the Service; or (iv) access the SFDC Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, functions or graphics of the SFDC Service.

2. Third-Party Providers.

THYNK and other third-party providers, some of which may be listed on pages within SFDC's website and including providers of AppExchange applications, offer products and services related to the SFDC Service, the SFDC CRM Service, and/or the Service, including implementation, customisation and other consulting services related to customers' use of the SFDC Service and/or the SFDC CRM Service, and applications (both offline and online) that interoperate with the Service, SFDC CRM Service, and/or the Service, such as by exchanging data with the Service, the SFDC CRM Service, and/or the Service, or by offering additional functionality within the user interface of the SFDC Service, the SFDC CRM Service, and/or the Service through use of the SFDC Service and/or SFDC CRM Service's application programming interface. SFDC does not warrant any such third-party providers or any of their products or services, including but not limited to the Service or any other product or service of THYNK, whether or not such products or services are designated by SFDC as "certified," "validated" or otherwise. Any exchange of data or other interaction between You and a third-party provider, including but not limited to the Service, and any purchase by You of any product or service offered by such third-party provider, including but not limited to the Service, is solely between You and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the SFDC Service) may be offered by SFDC or THYNK to You, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by You in connection with a separate purchase by You of such additional functionality. Your use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of these Terms of Use.

3. Proprietary Rights.

Subject to the limited rights expressly granted hereunder, SFDC reserves all rights, title and interest in and to the SFDC Service, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth in these Terms of Use. The SFDC Service is deemed SFDC confidential information, and You will not use it or disclose it to any third party except as permitted in these Terms of Use.

4. Compelled Disclosure.

If either You or SFDC is compelled by law to disclose confidential information of the other party, it shall provide the other party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party's cost, if the other party wishes to contest the disclosure.

5. Suggestions.

You agree that SFDC shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into any SFDC products or services any suggestions, enhancement requests, recommendations or other feedback provided by You or Your Users relating to the operation of the SFDC Service and/or the SFDC CRM Service.

6. Termination.

Your use of the SFDC Service may be immediately terminated and/or suspended upon notice due to (a) a breach of the terms of these Terms of Use by You or any User, (b) the termination or expiration of THYNK's agreement with SFDC pursuant to which THYNK is providing the SFDC Service as part of the Service to You, and/or (c) a breach by THYNK of its obligations to SFDC with respect to the rights it is providing to You in connection with these Terms of Use.

7. Subscriptions Non-Cancelable.

Subscriptions for the SFDC Service are non-cancelable during a Subscription Term, unless otherwise specified in the Agreement.

8. Data Storage.

The platform and SFDC Service include a certain cumulative amount of storage for no additional charge based on the aggregate number of User Subscriptions You maintain. Contact THYNK for additional information.

9. No Warranty.

SALESFORCE.COM MAKES NO WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO WITH RESPECT TO THE SFDC SERVICE, THE SFDC CRM SERVICE, AND/OR THE SERVICE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. SALESFORCE.COM MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE. SALESFORCE.COM DOES NOT REPRESENT OR WARRANT THAT (A) THE SERVICE WILL BE AVAILABLE, SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH THE SDFC SERVICE OR ANY OTHER APPLICATION, SOFTWARE, HARDWARE, SYSTEM OR DATA, (B) THE SERVICE OR THE SDFC SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (C) ANY DATA STORED USING THE SERVICE WILL BE ACCURATE, RELIABLE, OR SECURE, (D) ERRORS OR DEFECTS IN SERVICE OR THE SDFC SERVICE WILL BE CORRECTED, OR (E) THE SERVICE OR THE SYSTEMS USED BY THYNK TO MAKE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SDFC SERVICE IS PROVIDED STRICTLY ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, SALESFORCE.COM DISCLAIMS ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO SERVICE AND THE SDFC SERVICE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

10. No Liability.

IN NO EVENT SHALL SFDC HAVE ANY LIABILITY TO YOU OR ANY USER FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Further Contact.

SFDC may contact You regarding new SFDC service features and offerings.

12. Third Party Beneficiary.

SFDC shall be a third-party beneficiary to this agreement solely as it relates to these Terms of Use.