



SharinPix
“MANAGED PACKAGE” LICENSE AGREEMENT

FOR SharinPix Enterprise Software

THIS MANAGED PACKAGE LICENSE AGREEMENT (the "**Agreement**") is made between ("**Customer**"), and SharinPix ("**Company**").

SharinPix own all right, title and interest, including all intellectual property rights, in and to the software product entitled ImagesManagementBySharinPix and any related documentation Company provides ("**Documentation**") (collectively, the "**Software**"). The Software may require the access and the use of a hosted service which packages web-based access and the right-to-use the functionality of the Software including its different modules ("**Online Services**").

1. Acceptance of this Agreement

1.1. By accepting this Agreement, either by clicking a box indicating your acceptance or by executing a written or electronic order form that references this Agreement ("**Order**"), or by executing this Agreement you agree to the terms of this Agreement.

1.2. 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. If you do not have such authority, or if you do not agree with this Agreement, you must not use the Software and the Online Services. Any use of the Software and/or Online Services will constitute acceptance of the Agreement.

2. Grant of License.

2.1. Subject to the terms, conditions and payment requirements of this Agreement, Company grants to Customer during the Term specified in Article 9, a personal, non-transferable, non-exclusive, non-sub-licensable limited license to (i) use the Company’s software named ImagesManagementBySharinPix, accessible via Customer download, via the AppExchange in object code form only, together with any Documentation, for Customer’s internal and lawful use only in accordance with the Documentation; and (ii) make copies of the Software solely for back-up or archival purposes; and (iii) allow its employees to use the Software in accordance with the terms of this Agreement for its benefit ("**Authorized Users**"). This license also covers the use of the SharinPix “Form” Module, which enables the creation, deployment, and processing of web-based forms integrated into Salesforce environments. This license is valid for the Term length, number of Authorized Users and additional terms as set forth in the Order. Except as expressly set forth in this Article 2 ("**Grant of License**"), no licenses of any kind are granted hereunder, implied or otherwise.

2.2. Customer may ask for any new Authorized User by mail to Company. Such mail, when accepted by Company, shall constitute an amendment to the Order. Provided that Customer pays the additional Fees, the delay for enabling those new Authorized Users will not exceed 3 working days.

2.3. If the Software is made available to Customer at no charge, including but not limited to trials, sandboxes, beta versions, or evaluation use ("**Free Access**"), the license is granted as-is, revocable at any time, and subject to the same restrictions set forth in article 3. No service level, technical support, warranty or indemnity shall apply during Free Access. Company may terminate Free Access without notice and without liability.

3. Restrictions

3.1. Restrictions of Licence

Customer may not: (i) modify, reverse engineer, decompile, disassemble, or create derivative works of all or any portion of the Software; (ii) license, sublicense, sell, resell, distribute, or otherwise transfer rights to the Software; (iii) build a competitive product or build a product using similar ideas, features, functions or graphics, or copy any of the Software's ideas, features, functions, or graphics; (iv) remove any proprietary markings, copyright, notices, logos, trademarks, trade names or labels on the Software, including the Documentation; (v) export the Software to any country that does not enforce copyright laws that will protect the copyright of Company and any third party software vendors whose licensed software may be incorporated into the Software; (vi) otherwise commercially exploit the Software in any way. If, notwithstanding the foregoing restrictions, Customer makes any modifications or derivative works to the Software, Customer hereby assigns to Company, royalty free, all rights, title, and interest in and to such modifications and/or derivative works.

3.2. Restrictions of use for the Form Module

The Customer is solely responsible for the content, structure, and purpose of any forms or questions configured through the Form Module. The Customer shall not use the Form Module to (i) solicit, collect, transmit, or process any illegal, harmful, deceptive, infringing, defamatory, or otherwise prohibited content (ii) violate the rights of any person or entity, including but not limited to intellectual property rights and privacy rights (iii) collect personal data classified as sensitive under applicable data protection laws (including but not limited to health, biometric or financial data), unless appropriate legal basis and safeguards are implemented and documented in compliance with such laws.

In case of suspected or actual infringement of any applicable Law or Regulation by the Customer, the Company may, at its sole discretion and without notice, suspend or disable access to the Software without prior notice nor any obligation to refund fees or compensate for resulting loss of access or data. For minor contractual breaches that do not constitute a violation of law or regulation, SharinPix shall provide reasonable prior notice to allow the Customer to remedy the breach.

4. **User Account**

In order to access some features of the Software, Customer may have to register or create an account. When creating an account, Customer must provide accurate and complete information. Customer is responsible for the activity that occurs on its account, and must notify Company immediately of any breach of security or unauthorized use of its account.

5. **Fees**

5.1. The Fees payable for the Grant of License will be set forth in the Order (“Fees”).

5.2. Access to the Software, including the access to the Form Module, is provided as part of a paid plan. The applicable pricing, scope of use, and billing terms are accessible on the Company's website following this link [<https://docs.sharinpix.com/m/FAQ/1/890707-what-is-the-pricing-for-sharinpix>]. The applicable subscription plan shall be specified on the Order Form.

The Company reserves the right to modify its pricing structure at any time, provided that such changes shall not apply retroactively and shall be reflected in updated Order Forms for future renewals or new subscriptions.

5.3. The Fees will be invoiced in accordance with the relevant order and are due upon receipt of invoice for the Initial Term. Invoices for Renewal Term (“**Renewal Invoices**”) shall be mailed or e-mailed by the Company at least thirty (30) days before the Renewal Term and are due before the effective Renewal Term. Failure to pay Renewal Invoice in due delay may result in the suspension of the Online Services and/or Software by the Company upon Renewal Term without any compensation or claim admissible from the Customer.

5.4. The Company may revise the amount of the Fees to be paid by the Customer for each Renewal Term,

subject to notifying the Customer of the new amount no later than 60 days prior to the beginning of the next Renewal Term. Such notification shall be made by electronic mail to the signatory of the Agreement or any other contact provided by the Customer as principal contact for notifications. The revised Fees will apply to the Renewal Term, without prejudice to the Customer's right to cancel the automatic renewal of the Agreement within the period provided in Article 10.2.

5.5. No Fees shall apply to Free Access. The Company reserves the right to discontinue Free Access or require a paid subscription at any time, without obligation to maintain access or data continuity.

6. Taxes

All Fees and other amounts payable by Customer under this Agreement are exclusive of all taxes, levies, and similar assessments. Except for taxes imposed on Company's net income, Customer shall be solely responsible for, and shall pay, any and all sales, use, value-added, sales taxes, goods and services, consumption, excise, or similar taxes, duties, or charges of any kind (collectively, "Taxes") imposed by any federal, state, provincial, local, or foreign governmental authority in connection with the Services, Software, or any related professional services.

To the extent Company is required by applicable law to collect and remit Taxes, Company will invoice Customer for the applicable amount, and Customer shall pay such invoiced amounts in accordance with this Agreement. Customer acknowledges and agrees that (i) taxable status may vary across jurisdictions and may change over time, including upon renewal of this Agreement, due to applicable economic nexus thresholds or other statutory criteria; and (ii) any quotation or Order provided by Company shall be deemed exclusive of Taxes, and the final invoiced amount may include applicable Taxes determined at the time of invoicing.

If Customer claims exemption from any Taxes, Customer must provide Company with a valid exemption certificate or other evidence of exemption, acceptable to the relevant taxing authority, prior to the applicable invoice date. If Customer fails to provide such documentation and Taxes are subsequently assessed, Customer shall indemnify, defend, and hold Company harmless from any liability, interest, penalties, or expenses arising from such assessment.

7. Assistance for Implementation and Customer Support

7.1. Assistance for Implementation: The Company shall provide first-level implementation assistance to the Customer ("**Implementation Assistance**"). Implementation Assistance is strictly limited to solution design-validation, implementation level 1 support, and review services for Customer's administrators, employees, or implementation partner.

In any case, Implementation Assistance shall be strictly limited to responding to technical inquiries, providing guidance, and directing the Customer to relevant documentation necessary to address specific issues. Implementation Assistance explicitly excludes the provision, creation, or delivery of any deliverable and/or specific code, software development, or any other bespoke services.

Implementation Assistance is provided by the Company under the following conditions:

- **ENTERPRISE Plans:** Implementation Assistance shall be provided for the entire duration of the Subscription Term.
- **PRO Plans:** Implementation Assistance shall be provided for a period of three (3) months from the Effective Date of this Agreement.

Any additional implementation assistance outside the defined scope shall be deemed an “Additional Service” and shall be subject to a separate agreement, including applicable fees at the Company’s standard service rates.

7.2. Post Implementation Support: Subject to payment of the Fees, the Company shall make commercially reasonable efforts to respond to support requests submitted by Authorized Users of Software (**Post Implementation Support**). Post Implementation Support shall be provided exclusively in the English language and managed through a designated support email address.

7.3. Response Time Objectives: The Company shall use commercially reasonable efforts to meet the following initial response time objectives based on the severity level of the reported issue:

Severity Level	Initial Response Time
Severity 1 Anomaly	Within eight (8) hours
Severity 2 Anomaly	Within three (3) Business Days
Severity 3 Anomaly	Within five (5) Business Days

Support Hours are defined as 8:00 AM to 6:00 PM CET on Business Days. The definitions of severity levels are as follows:

- Anomaly: means any fault in the design or a malfunction of the Solution with regard to the agreed specifications which is reproducible, due to the Company and notified to the Company by a ticket in a clear and detailed manner under the conditions of the present Agreement.
- Severity 1 Anomaly: A critical Anomaly resulting in severe impairment of major functionality with no immediate workaround available.
- Severity 2 Anomaly: A significant Anomaly causing partial loss of functionality, with a temporary workaround available.
- Severity 3 Anomaly: Non-critical issues, including general usage inquiries or cosmetic defects, such as Anomalies in documentation.

7.4. Extended Support: Extended Support is available solely to ENTERPRISE plan Customers with more than two hundred (200) users. Extended Support includes the following benefits:

- A dedicated point of contact for support inquiries.
- Priority ticket handling for support requests with the same SLA.
- Up to two (2) projects or workshops days annually.
- A dedicated Customer Success Representative, including one (1) annual meeting to review performance and service needs.

The Fees payable for the Extended Support will be set forth in the Service Order.

7.5. Additional Services: Requests for Additional Services, including but not limited to security audits, custom feature development, solution and architecture design, and other bespoke requirements, shall require a separate Service Order. Such services shall be charged at the Company’s standard daily service rates as specified in the applicable Service Order.

7.6. Features : Company shall offer, from time to time, new features of the Software as they are made generally available by Company to its Customers. These new features may be error corrections or functionality enhancements to the Software, but shall not change its overall utility, functional capability, or application. When Company adds one or more functions with the objective to offer new features or functionalities to the Software, Company may decide if this upgrade is included in the Fees or if these are payable enhancements

7.7. Beta Features : Company may offer beta features or components ("Beta Features") at its sole discretion. Beta Features are provided solely for evaluation, without any warranty, support, or commitment to future availability. Use of Beta Features is at Customer's own risk.

7.8. Automatic Updates and Push Upgrades. Customer acknowledges and agrees that, for purposes of maintaining security, ensuring compatibility with Salesforce platform releases, and preserving service availability, Company may deploy automatic updates, patches, or upgrades to the Software and Online Services, including modules installed in Customer's Salesforce environment ("Push Upgrades").

Push Upgrades may include without limitation (i) security fixes, (ii) mandatory adjustments required by Salesforce's triannual release cycle, and (iii) critical bug corrections. Company will use commercially reasonable efforts to notify Customer in advance of any material Push Upgrade that may alter the user interface or materially affect functionality.

Customer further acknowledges that Company's support obligations under this Agreement apply solely to the then-current version of the Software made available by Company. Company shall have no obligation to provide support for any version that has been superseded by a Push Upgrade or a generally available release.

7.9. Supported versions and environments. The Company's support, maintenance and service obligations under this Agreement apply exclusively to the then-current version of the Software and to operating systems, browsers and devices actively supported and maintained by their respective publishers or third-party operators at the time a support request is submitted. The Company shall have no obligation to support any issue arising from obsolete, end-of-life or unsupported environments and may require, as a condition precedent to further support, that the Customer upgrade or modify such environment.

8. **Customer Data**

8.1. Customer may disclose, upload, input, enter or create their own information (such as data, text, graphic, photograph, audio and audio-visual files) to the Software and the Online Services ("**Customer Data**"). Company acknowledges that Customer owns all Customer Data.

8.2. During the Term of the Agreement and anytime thereafter, Company undertakes that it will not do any action in utilizing or taking advantage of the Customer Data.

8.3. Customer is responsible for all content, accuracy, quality and legality of Customer Data and for complying with all legal requirements, including applicable privacy laws and regulations, relating to the collection, use, processing and transfer of Customer Data.

8.4. "Form Data" means any content collected through the Form Module, including without limitation textual entries, images, documents, and metadata submitted by end-users. The Customer remains solely responsible for the legality, accuracy, and compliance of such Form Data with all applicable laws, including data protection laws and third-party rights.

8.5. Customer warrants that Customer owns all right, title and interest in and to the Customer Data. If a third party asserts a claim against Company asserting that the Customer Data or Customer's use of the Online Services in violation of this Agreement violates that third-party's intellectual property rights, rights on its personal data or otherwise harms the third party ("**Claim**"), Customer will, at its own expense: (a) defend or settle this third party's Claim; and (b) indemnify Company for any damages finally awarded against Company based on that Claim.

8.6. Company will use the Customer Data only as necessary to provide the Online Services in accordance with this Agreement. Customer is responsible for loading and/or transferring Customer Data into the Online Services through the use of Software functionalities and for ensuring that such transfer is completed.

8.7. Customer may choose to implement some Software functionalities using internet publically accessible

URL as described in the Documentation. These URLs use a tokenization technique so that it is not possible to deduce other URLs from an URL. It is the Customer's responsibility to take organizational and informational measures for its Users if the Customer does not want these URLs to be communicated to third parties. Any action, claim or demand, regardless of the basis on which it is asserted and regardless of the person or entity from whom it is asserted, against the Company arising out of the use of an URL or the disclosure of Customer Data designated by the URL shall be deemed to be a "Claim" within the meaning of Article 8.3 and the provisions of that Section shall apply.

8.8. In the context of Free Access, the following provisions shall apply notwithstanding any other clause to the contrary:

(a) In the event of termination of Free Access by the Customer, including any cessation of use without prior notice, the Company shall have no obligation to retain, return, or make available any Customer Data, whether test data or otherwise. The Customer acknowledges that data not explicitly exported or recovered during the access period may be automatically and permanently deleted without notice, and that the Company shall not be held liable for the persistence or deletion of any residual data.

(b) In the event of termination of Free Access at the initiative of the Company, the Company shall use commercially reasonable efforts to delete Customer Data. However, no commitment is made regarding the timeframe for such deletion, and the Customer expressly waives any claim related to the persistence of test or inactive data, it being understood that data clean-up operations are carried out periodically and without guaranteed scheduling.

(c) The Company shall not be liable for any loss, damage or claim arising from the loss, retention or destruction of Customer Data following the cessation of Free Access. The Customer remains solely responsible for exporting any data it wishes to retain prior to termination or discontinuation of use.

9. AI Features

9.1. General. The Software includes or may include artificial intelligence features that enable automated extraction, recognition, or processing of data contained in images or files uploaded by Customer ("AI Features"). AI Features are powered by third-party AI providers, including but not limited to OpenAI, Inc. ("AI Providers"). The list of AI Providers used by Company is available upon Customer's request and may be updated from time to time in accordance with Article 16.3 of this Agreement.

9.2. Company-Managed AI Subscription. Where Customer uses AI Features under a subscription or API account maintained by Company ("Company AI Subscription"), Customer hereby expressly: (i) authorizes Company to transmit Customer Data, including any images and associated metadata, to the applicable AI Provider's API for the sole purpose of operating the AI Features; (ii) represents and warrants that it holds all rights, licenses, consents, and authorizations necessary to transmit such data to third-party AI services, including any applicable data protection consents; (iii) acknowledges that Company acts as an intermediary and that the AI Provider processes the data on the basis of Company's API subscription, subject to the AI Provider's applicable terms of service; and (iv) agrees to indemnify and hold Company harmless from any claim, loss, or liability arising from Customer's failure to hold the required rights or consents in respect of data transmitted via the AI Features.

9.3. Customer-Managed AI Subscription. Where Customer elects to use AI Features under its own API account or subscription entered into directly with an AI Provider ("Customer AI Subscription"): (i) Customer is solely responsible for its relationship with the AI Provider and for compliance with the AI Provider's terms of service, acceptable use policies, and data processing requirements; (ii) Company's obligations are limited to enabling technical interoperability between the Software and the Customer's designated AI Provider credentials; and (iii) Company shall have no liability of any kind arising from the Customer's use of, or breach of the terms

governing, the Customer AI Subscription.

9.4. Accuracy Disclaimer. AI Features are provided on an “as is” basis. Company makes no warranty, express or implied, as to the accuracy, completeness, or fitness for any purpose of any output generated by the AI Features, including but not limited to the reading or recognition of serial numbers, vehicle identification numbers (VINs), or any other alphanumeric data extracted from images. Customer is solely responsible for verifying any AI-generated output prior to operational use. Company shall have no liability for any direct, indirect, or consequential loss arising from an incorrect or incomplete AI output.

9.5. AI Provider Security. Company implements commercially reasonable measures to secure transmissions to AI Providers. However, Company shall not be liable for any unauthorized access, breach, or misuse of Customer Data by any AI Provider or resulting from a security incident affecting an AI Provider’s infrastructure. Customer acknowledges that AI Provider security practices are governed exclusively by the AI Provider’s own terms and security documentation, and that Company’s liability in this respect is expressly excluded to the maximum extent permitted by applicable law.

9.6. Data Protection – AI Features. Where Customer Data processed through AI Features constitutes Personal Data within the meaning of the GDPR or any applicable data protection law: (i) Customer remains the Data Controller; (ii) Company acts as Data Processor, and, in respect of the AI Provider, as the contracting party appointing the AI Provider as a sub-processor; (iii) the AI Provider is added to the list of sub-processors referenced in Article 16 of this Agreement; (iv) Company shall, upon Customer’s written request, provide a copy of the data processing addendum entered into with the applicable AI Provider. Customer acknowledges that the use of AI Features may involve transfers of Personal Data to third countries (including the United States) and that such transfers are governed by the standard contractual clauses or equivalent transfer mechanisms concluded between Company and the AI Provider. Customer undertakes not to submit via AI Features any special category data within the meaning of Article 9 GDPR (including biometric data or health data) unless it has obtained a valid legal basis and has notified Company in advance.

10. Term

10.1. This Agreement is effective as of Customer’s acceptance as described in Article 1 and will remain in effect for the initial term specified in the Order (“Initial Term”).

10.2. After the Initial Term, the Agreement shall automatically renew for the same term (“Renewal Term”), unless either party notifies the other at least 30 days prior to the commencement of the Renewal Term that it does not intend to renew. Such notification must be made by registered mail with return receipt requested or by any other mail delivery service against receipt. If the notification of non-renewal is made by electronic mail, the notified party will remain free to accept or not the non-renewal.

11. Termination

11.1. Without limiting any rights of Company, this Agreement automatically terminates upon Customer violation of this Agreement.

11.2. Upon termination or expiration of this Agreement, Customer shall cease using the Software and the Online Services, and uninstall, remove, and destroy all copies of the Software, including, without limitation, the Documentation.

11.3. Upon Customer’s request, the Company will provide unrestricted access to all data relative to the Customer usage of the Software stored on the Online Services including but not limited to all versions of images and/or files and sufficient metadata which would allow Customer to recreate the images/documents back into salesforce with minimal effort. Company will then have the obligation to deliver a solution for this extraction and will assume the support around this solution. The Customer will have the responsibility to run and validate the export process. This process could be asked at any time during the Term (maximum one time every year and at the notification of Agreement termination) and within no later than 30 days after the expiration of this

Agreement. Company will provide the extraction solution within 30 days of the Customer's request and will allow the Customer to choose the date of extraction in the following 30 days after this delivery.

12. Third party providers services - Availability

12.1. Some Software functionalities and the Online Services require the use of third party providers services. These third party providers services include: (i) content delivery networks (CDN), such as Heroku and Cloudinary; (ii) cloud hosting services, such as Amazon Web Services; and (iii) Salesforce. Company may decide to use other third party providers services at any time provided that it shall not materially affect the use of the Software and the Online Services.

12.2. Customer agrees and acknowledges that Company will not provide any additional warranties or guarantees (whether actual or implied) relating to third party providers services outside what has been provided by said third parties to Company under their services level agreements. Such services level agreements are made available to Customer upon Customer's request.

12.3. Unless otherwise agreed in writing between the Parties, Company provides Online Services to Customer on an "as is" "as available" basis, without any warranties, express, implied, or statutory.

12.4. Customer is responsible for: (i) notifying Company in a timely manner of any Software related issues; (ii) making a qualified Customer representative available to address any such issues with Company; and (iii) cooperating with Company.

12.5. Customer-Managed Storage. Where the Customer elects to use the Software in conjunction with storage or infrastructure services operated under the Customer's own agreement with a third party, the Customer acknowledges and agrees that the availability, backup, integrity, security, continuity and retention of any data stored in such environment are the sole responsibility of the Customer and the relevant third party.

12.6. The Company does not operate, administer, supervise or control such environment and shall not be responsible or liable for any unavailability, loss, corruption, alteration, deletion, breach or destruction of data arising therefrom. Any service level, warranty, availability or data protection commitment under this Agreement expressly excludes Customer-managed environments.

13. Fair Use and Resource Allocation Policy

13.1. The Customer acknowledges and agrees that the Services provided by the Company rely on finite resources shared among multiple customers. To ensure service security, availability, and equitable resource distribution, the Company has implemented a Fair Use Policy ("**Fair Use Policy**") which is accepted by the Customer.

Fair Use Policy governs the acceptable use of resources within SharinPix's image management solution and aims to guarantee fair, secure, and efficient Service for all customers while preventing disruptions caused by excessive API usage.

The Company's API limits are a standard industry practice designed to:

1. Prevent any single customer from monopolizing resources, thereby preserving system performance and integrity for all users.
2. Safeguard against service degradation caused by excessive resource consumption by any customer.
3. Enhance security by mitigating risks associated with prolonged data breaches or misuse at the customer's end.

Fair Use Policy applies to all Customers and Users accessing SharinPix Services, including but not limited to access through the managed package, websites, and mobile applications. By using SharinPix Services, the

Customer agrees to comply with the terms and conditions of the Fair Use Policy. These terms are integral to maintaining the system's security, operational integrity and Service Level Agreements (SLA) for all Users.

The Company reserves the right to amend the Fair Use Policy at its sole discretion to address evolving operational or security needs. The latest version of the Policy is available following this link : <https://sharinpix.com/fair-usage-policy/>

11.2. The Fair Use Policy applies in full to any Free Access. Company reserves the right to monitor usage and to suspend or limit access immediately, without notice or compensation, in case of excessive or abnormal use during Free Access. Such suspension shall not be considered a breach of the Agreement. Customer acknowledges and agrees that the Services provided by the Company rely on finite resources shared

14. Limited Warranty, Disclaimer and Limitation of Liability.

14.1. Company warrants that the Software will perform substantially in accordance with Company's functional specifications published on the date of delivery to Customer, providing Customer uses the Software in accordance with this Agreement, the Documentation, and as otherwise directed by Company.

14.2. Company makes no warranties that the Software is error-free, that its use will be uninterrupted, or that it does not infringe on any other party's intellectual property, nor any other warranties express or implied other than those expressly set forth herein.

14.3. Company's sole liability, and Customer's exclusive remedy for non-conformity with the foregoing limited warranty, shall be, at Company's option, either (i) terminate this Agreement and issue a *pro rata* refund for any Fees paid in advance for licensing the Software, or (ii) repair or replacement of the affected Software.

14.4. Customer must notify Company promptly in writing of any non-conformity. This limited warranty is void if failure of the Software has resulted from modification, accident, abuse, or misapplication. Company disclaims any warranty or representation to any person other than Customer with respect to the Software. Company makes no other warranties, whether express, implied, statutory or otherwise. All implied warranties as to the satisfactory quality, performance, merchantability, fitness for a particular purpose or noninfringement are expressly disclaimed to the maximum extent permitted by law.

14.5. The total aggregated maximum liability of the Company relating to or based on the Agreement is limited to the highest of these amounts: (i) the sum that Customer has paid to Company according to the Agreement in the past 6 months until the occurrence of the event causing the liability or (ii) 6 times the average monthly amount paid during the past 12 months until the occurrence of the event causing liability.

14.6. During any Free Access, the Software and Online Services are provided by SharinPix "as is" and "as available". The Company makes no warranties that the Software is error-free, uninterrupted, or non-infringing. All warranties, whether express or implied, including but not limited to merchantability, fitness for a particular purpose, and non-infringement, are expressly disclaimed. In no event shall the Company be liable for any direct, indirect, incidental, or consequential damages (including but not limited to procurement of substitute services, loss of data, or business interruption), however caused and under any theory of liability, even if advised of the possibility of such damages.

15. Indemnification by Customer

15.1. Customer shall indemnify and hold Company, its subsidiaries, affiliates, officers, directors, employees, agents, licensors, licensees, and vendors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' reasonable fees and costs) arising out of or in connection with: (i) Software misuse or a violation of any other provision of this Agreement; (ii) a claim arising from the breach by Customer of this Agreement; (iii) any injury or damage to the person, property, or business of Company, its employees, agents, contractors, invitees, licensees, visitors, and/or customer(s)/end-user(s); (iv) any action brought against Company, as a result of Customer's unauthorized or improper use, export, or re-export of the Software; or (v) claims arising from any infringement arising from the combination of the Software with any

of the Customer's products, service, hardware, content or business processes.

15.2. During Free Access, Customer is solely responsible for: (i) content uploaded or generated through the Software; (ii) ensuring lawful use; (iii) implementing appropriate backup and security safeguards. The Company assumes no responsibility for any outcome arising from the use of the Software under Free Access.

16. Infringement Claims

16.1. Company shall have no indemnification obligation for claims arising from any infringement arising from the combination of the Software with any of the Customer's products, service, hardware, or business processes.

16.2. Customer shall immediately provide Company with written notice of any actual or threatened third party infringement claim regarding the goods or services purchased hereunder. Failure to timely provide such notice shall relieve Company of any indemnity obligation hereunder.

16.3. Company shall have sole control over the defense to such third party infringement claim, and Customer shall reasonably cooperate with Company in connection with such defense. In the event that the Software licensed hereunder is determined to be infringing, or in Company's reasonable determination is likely to be found infringing by a court of competent jurisdiction, then Company shall (at its sole discretion) modify or replace the Software, in a non-infringing (but otherwise conforming) manner, or procure any required third-party license. If none of these alternatives are reasonably available, Company will terminate Customer's license to the Software and release Customer from its obligation to make future payments for the Software or issue a pro rata refund for any fees paid in advance.

17. Intellectual Property Rights.

Each party shall retain all rights, title, and interest, in and to its patents, trademarks, service marks, copyrights, trade secrets, and any other intellectual property ("**Intellectual Property**"). Company expressly retains, without limitation, all rights, title, and interest to the Software and the Online Services and any improved, updated, modified or additional parts thereof. Any Intellectual Property produced, conceived, or otherwise developed by or for Company hereunder shall be the exclusive property of Company.

18. Reference

Customer grants Company the right to use its trade name and/or its trademarks and/or its distinctive signs as a commercial reference in its press releases, company brochures, web sites, commercial presentations, trade fairs and conferences.

19. Personal Data

19.1. Customer acknowledges that Company neither requires nor needs Customer to (i) send Company any personal data collected by Customer ("**Personal Data**") or (ii) give Company access to any Personal Data. Customer remains responsible for either filtering, making anonymous, encrypting such Personal Data or for having proper procedures in place to prevent Personal Data from being sent to or accessed by Company.

19.2. Customer is responsible for complying with all legal requirements, including applicable privacy laws and regulations (such as Regulation 2016/679 of 27 April 2016 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 ("**General Data Protection Regulation**" or "**GDPR**"); California Consumer Privacy Act ("**CCPA**")), relating to the collection, use, processing and transfer of Personal Data. With regard to European Economic Area data protection laws (if applicable), Customer shall be considered the 'data controller', Company the 'data processor' and both parties shall fulfill their respective legal obligations.

19.3. Company shall process Customer Personal Data for the sole purpose of enabling Customer to use Software

functionalities and no other purposes. The parties agree that this Agreement (including the provision of instructions via the Software functionalities) constitute Customer's documented instructions regarding Company's processing of Personal Data.

19.4. Company shall ensure that all personnel of Company granted access to personal data are under confidentiality obligations.

19.5. Company shall assist Customer for the fulfillment of Customer's obligation as the data controller to respond to requests for exercising data subjects' rights under the data protection regulation and Customer shall reimburse the Company for the costs arising from this assistance.

19.6. Upon Customer request, Company shall assist Customer in ensuring compliance with its legal obligations under GDPR, such as with Controller's data security, data protection impact assessment and prior consulting obligations and in implementing appropriate technical and organizational measures to protect the Personal Data against accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data, and Customer shall reimburse the Company for the costs arising from this assistance.

19.7. Upon Customer's written request at reasonable intervals, Company shall make available to Customer a copy of its most recent third-party audits or certifications related to the process of Personal Data, as applicable, provided that Customer agrees to enter into a non-disclosure agreement with Company.

19.8. Upon signing of this Agreement, the Customer gives its general consent for the Company to use sub-processors. Existing sub-processors are listed in Article 12. Company shall inform Customer of any intended changes to use the sub-processors listed in Article 12 concerning the addition or replacement of sub-processors, thereby giving the Customer the opportunity to object to such changes by notifying Processor promptly in writing. Customer's refusal of a new sub-processor may lead to a limitation of the functions of the Software without this being considered a breach of the Agreement by Company.

19.9. As provided for in Article 12, the use of third party providers services may require the transfer of Personal Data to said third party services providers outside the European Union. By signing the Agreement, the Customer gives Company mandate to conclude with said third party services providers 'standard contractual clauses' as set out in the Commission Decisions (EU) 2021/94 or 2010/87. As a consequence, Customer agrees to be bound by AWS GDPR Data Processing Addendum ; Salesforce Data Processing Addendum and Clouinary Data Processing Addendum, any amendments made to these Addendums and any other agreements implementing 'standard contractual clauses' as provided for by the third party services providers.

19.10. When the Customer submits Personal Data via the Form Module, the Customer shall remain solely and fully responsible for such data and shall act as the Data Controller under all applicable data protection laws and regulations, including the GDPR.

19.11. The Company shall act as a technical intermediary only, and shall be deemed a Data Processor solely to the extent strictly necessary to operate the Form Module as described in the Documentation. The Company shall have no access, use or control over Personal Data beyond what is required for its secure transmission to the Customer's designated environment.

19.12. The SharinPix Data Processing Addendum (<https://sharinpix.com/data-processing-agreement/>) shall apply only if and when the Customer explicitly injects Personal Data into the Form Module and subject to prior written agreement or acknowledgment by the Customer. In all other cases, the Customer acknowledges that the Company has no obligation to process, protect, store, or return any such data and declines all liability in this respect.

20. Applicable Law and Jurisdiction

This Agreement shall be governed by the laws of France. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the courts of Paris, France

For the Customer :

Signature

Nom

Titre

Date

For the Company :

Signature

Nom

Titre

Date