



TERM: 12 MONTHS

EFFECTIVE DATE OF AGREEMENT = SIGNATURE DATE

CONTRACTUAL TERM: 12 MONTHS

1. AGREEMENT. Between Client and **Synthesio Inc.**, with its registered office at 185 Alewife Brook Parkway, Suite 410, Cambridge MA 02138, hereinafter referred to as the “**Provider**” or as “**Synthesio**”.

The Client and the Provider will hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties**”.

2. DEFINED TERMS. For purposes of this Agreement:

Affiliate: in relation to a person, means any subsidiary or holding company of that person, and any other subsidiary of that holding company.

Agreement: refers to this document, in decreasing order of priority (unless the Agreement otherwise expressly specifies):

As well as to any future amendment supplementing it. The Client’s general terms of purchase are expressly excluded from this Agreement.

Contractual Term: duration of each contractual period featured on the cover page hereof.

Effective Date of Agreement: date when the Agreement takes effect, as indicated on the cover page hereof.

Effective Date of Implementation: date when the product is made available, as indicated on the cover page hereof.

SaaS: software as a service

Information Data: third-party information provided by Synthesio in the supply of the Products.

Product: refers to the recurrent online monitoring dashboards and engagement SaaS solutions provided under this Agreement

Term: duration during each contractual period, as indicated on the cover page hereof.

Synthesio Applications: means software developed by Synthesio so as to provide the Products, comprising:

- the architecture and software making up the monitoring and engagement platforms made available to the Client by Synthesio in SaaS mode; and
- all Developments.

User Guide: standard document published by Synthesio comprising information on the possibilities offered by Synthesio’s Products and Applications. It contains non-contractual information, and is provided to the Client on request.

3. PURPOSE

The purpose of this Agreement is to define the terms and conditions of implementation and supply of the Synthesio Software.

4. EFFECTIVE DATE AND TERM

The Agreement shall become effective on the Effective Date. It is entered into for an initial period of a duration equal to the Contractual Term, and shall subsequently be renewed automatically for successive periods of a duration equal to the Term, unless the Client sends a non-renewal request at least 60 days before the expiration of the Contractual Term.

5. OBLIGATIONS OF THE PARTIES

The Parties agree to collaborate closely and regularly in the scope of the Agreement and, on that basis, to communicate any information, event or difficulty of which they have knowledge that may impact upon the supply of the Products.

The Client agrees:

- To ensure to the fullest extent possible the stability of the points of contact designated to represent it, such persons to have the requisite competence and authority to take any useful decision for the smooth performance of the Agreement.
- Not to merge or otherwise integrate the Synthesio Applications with other computer applications, or in any way make available the Products to any third-party company, for or without valuable consideration, without Synthesio’s prior express consent. As an exception to the foregoing, the Client may make the Products available to its Affiliates, on the express condition of previously notifying Synthesio.
- Not to extract a substantial portion of Synthesio’s database, unless with Synthesio’s prior express consent.

The Provider agrees to:

- Report to the Client any matter which will compromise due performance of the Products.
 - Ensure to the fullest extent possible the stability of its business manager or other point of contact.
 - Advise the Client on any choice or request made by it that could affect the objectives pursued by the Agreement or impact upon the conditions of performance of the Services.
 - Provide Products with due care and skill, although this undertaking shall not apply to the extent of any non-conformance which is caused by use of the Synthesio Applications contrary to the Provider’s instructions. However, it is expressly agreed that considering the considerable volume of information passing over the Internet, Products offered by Synthesio does not purport to be exhaustive or cover
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all content available on the Internet nor does the Provider warrant that the Client's own use of the Synthesio Applications will be error free.

6. INTELLECTUAL PROPERTY

Data may be protected by authors' rights, copyright, image rights or by any other legislation that may be applicable. The Client has sole responsibility for any use of the Information Data outside the format proposed by Synthesio and shall indemnify and hold Synthesio fully harmless from and against any third party claim based on unlawful use of the Information Data referenced by Synthesio.

Synthesio Applications are and shall remain the exclusive property of Synthesio. Synthesio grants a non-exclusive licence to use the Synthesio Applications to the Client (and, as the case may be, to the Affiliates declared by the Client), only as strictly necessary for the Client's use of the Services. The Client strictly agrees not to reproduce, alter, create derivative works from, reverse compile, disassemble or reverse engineer or market the Synthesio Applications in any form or by any means or attempt to do any of the same, unless otherwise expressly agreed between the Parties.

The Provider warrants to the Client that the Synthesio Applications do not infringe any third-party intellectual property rights (but for the avoidance of doubt this warranty shall not apply to the Information Data) and shall indemnify the Client for any amounts awarded against the Client in judgment or settlement of any claims that the Synthesio Applications infringe any third party intellectual property rights provided that:

- (i) the Provider is promptly informed of any action, claim or threat of infringement proceedings by a third party asserting infringement of its rights by the Synthesio Applications;
- (ii) the Client provides its assistance and allows Synthesio the possibility of assuming sole control of any negotiations in view of a settlement with the third party asserting infringement of its rights by the Synthesio Applications.

The Client agrees not to settle on its own the dispute with the third party asserting infringement of its rights by the Synthesio Applications. In case a settlement is entered into for an amount agreed between the Provider and the third party asserting infringement of its rights by the Synthesio Applications, the Provider shall assume the full cost of all amounts to be paid to that third party for which the Client may be liable under the settlement, as well as reasonable legal fees, on presentation of evidence of payment thereof.

If the Provider is unable to enter into such a settlement, it shall assume, under its control and direction, with the assistance of the Client, the legal defence against the proceedings by the third party asserting infringement of its rights by the Synthesio Applications. The Client agrees not to conduct on its own the legal defence against the proceedings brought against it by the third party asserting infringement of its rights by the Synthesio Applications, and agrees on this basis to promptly join the Provider into the proceedings.

In the event the claim by the third party asserting infringement of its rights by the Synthesio Applications results in a final decision from which there is no right of appeal, entering a financial award against the Client, the Provider shall indemnify the Client for the amount of (i) the award of damages, subject to proof of collection by the third party of the award paid by the Client, and (ii) reasonable legal and official process-server fees on presentation of evidence of payment thereof.

The Provider shall have no liability in relation to the alleged infringement:

- if the Client continues the allegedly infringing activity despite notice of the alleged infringement, or the conclusion of a settlement, or service of a decision by a court;
- if the Client fails to implement the modifications suggested by the Provider that would have avoided a verdict of infringement.

In the event the Client loses the right to use the Synthesio Applications following a settlement or proceedings, the Provider will have the choice between the following solutions, which are exclusive of any other form of redress on the basis of the loss of such right:

- obtaining for the Client the right to continue to use the Synthesio Applications; or
- modifying the Synthesio Applications so that they are no longer infringing.

The Information Data may, as applicable, contain personal data. Each Party shall be personally responsible for compliance with the Data Protection laws.

7. TERMINATION

In the event either of the Parties fails to perform any of their obligations under this Agreement, it may be terminated by right by the other Party one (1) month after the sending of an unsuccessful notice of breach and opportunity to cure by registered letter with acknowledgement of receipt, without prejudice to any damages to which such Party may be entitled.

8. CONFIDENTIALITY

All information (hereinafter "**Confidential Information**") exchanged by the Parties in the course of negotiation or performance of the Agreement, regardless of medium, method of communication or nature, in particular as regards their human resources policy, commercial policy, know-how, tools, methodology, facilities, industrial and IT strategy, and more specifically all information exchanged by the Parties that is marked as "confidential", is confidential.

However, Confidential Information does not include:

- a) information that is independently developed by either Party;
- b) information that is, or which becomes, publicly known, but through no fault of either Party.

Each of the Parties agrees to comply with the confidential nature of the Confidential Information, and in particular:

- a) not to disclose it to any third party and more generally to ensure the security thereof, in particular during any transmissions via telecommunications links, by taking all measures it deems useful;
 - b) to inform its employees, suppliers and subcontractors of the confidential nature of such information and obtain a written non-disclosure commitment from them;
 - c) not to use such information for any purpose other than performance of the Agreement;
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d) upon the expiration or termination of the Agreement, to return to the other Party or destroy all documents containing Confidential Information, as requested by the Party concerned, and under no circumstance keep any copy of such documents.

The Parties agree to comply with the obligations arising under this section during the entire term of the Agreement plus **3 years** after its expiration or termination for any reason whatsoever.

9. MISCELLANEOUS

In case of difficulty in interpreting any section heading and the content of the corresponding section, the section headings shall be deemed not to exist.

In the event that one or more provisions of this Agreement are held to be invalid or unenforceable by final decision of any court of competent jurisdiction, such provision(s) shall be severed and all of the other provisions shall remain in full force and effect provided the balance of the Agreement is not modified.

No failure by a Party to assert a breach by the other Party of any of its obligations hereunder can be interpreted as a waiver of the right to require performance of such obligation at any time thereafter.

The Provider is expressly authorized to cite the Client as a reference in all of its commercial documents (leaflets, brochures, advertisements, etc.) and in its press releases.

For the performance hereof and all matters in connection herewith, the address for service of each of the Parties shall be their registered offices or addresses indicated on the cover page hereof. Any change must be notified to the other Party by registered mail with acknowledgement of receipt.

All claims under this Agreement must be initiated not later than two years after the claim arose.

This Agreement is governed by the laws of the United States of America.
