

Terms of Service

Date of Last Revision: December 24, 2017

THESE TERMS OF SERVICE (“TERMS”) CONSTITUTE A CONTRACT BETWEEN YOU AND WE ADVOCACY SAS AND GOVERN USE OF AND ACCESS TO THE SERVICE AND SITE BY YOU AND YOUR USERS WHETHER IN CONNECTION WITH A PAID SUBSCRIPTION TO THE SERVICE OR A FREE TRIAL OF THE SERVICE.

By accepting these Terms, or by accessing or using the Service or Site, or authorizing or permitting any User to access or use the Service, You agree to be bound by these Terms. If You are entering into these Terms on behalf of a company, organization or another legal entity (an “Entity”), You are agreeing to these Terms for that Entity and representing to WAC that You have the authority to bind such Entity and its Affiliates to these Terms, in which case the terms “Subscriber,” “You,” “Your” or related capitalized terms herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with these Terms, You must not accept these Terms and may not use the Service.

1. DEFINITIONS

When used in these Terms with the initial letters capitalized, in addition to the terms defined elsewhere in these Terms, the following terms have the following meanings:

Account: means any accounts created by You, or a User or on Your behalf, within the Service.

Affiliate: means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby “control” (including, with correlative meaning, the terms “controlled by” and “under common control”) means the possession, directly or indirectly, of the power to direct, or cause the direction of the management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

API: means the application programming interfaces developed and enabled by we advocacy that permits Subscriber to access certain functionality provided by the Service, including without limitation, the REST

API that enables the interaction with the Service automatically through HTTP requests and the application development API that enables the integration of the Service with other web applications.

Confidential Information: means the software supplied by or created by we advocacy to establish connectivity between two systems.

Directive: means Directive 95/46/EC on the protection of individuals with regard to the processing of Personal Data and on the free movement of such data.

Documentation: means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Service provided or made available by we advocacy to You and Your Users through the Site, or otherwise provided, however, that Documentation shall specifically exclude any “community moderated” forums as provided or accessible through any support portal knowledge base(s).

Form: means any of Our generated service order forms executed or approved by You with respect to Your subscription to the Service, which form may detail, among other things, the Service Plan applicable to Your subscription to the Service.

Other Services: means third party products, applications, services, software, products, networks, systems, directories, websites, databases and information which the Service links to, or which the Service may connect to or enable in conjunction with the Service using a Connector or otherwise, including, without limitation, Other Services which may be integrated directly into Your Account.

Personal Data: means any information relating to an identified or identifiable natural person where an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity.

Processing/To Process/Processed: means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

Service: means the we advocacy communication platform used to help you to better communicate by we advocacy online at <http://www.weadvocacy.com>, <https://app.weadvocacy.com>, and other web pages

designated by we advocacy, including, individually and collectively, the applicable Software, API, Documentation and updates thereto.

Service Plan(s): means the packaged service plan(s) and the functionality and services associated therewith (as detailed on the Site applicable to the Service) for the Service, as applicable, to which You subscribe.

Service Data: means the electronic data or other materials submitted to, posted in and stored within the Service by You and Your Users in connection with Your use of the Service, which may include, without limitation, Personal Data.

Sites: means <http://www.weadvocacy.com> and <https://app.weadvocacy.com>.

Software: means software provided by we advocacy (either by download or access through the internet), including the Connectors, that allow You to use any functionality in connection with the Service.

Subscription Term: means the period during which You have agreed to subscribe to the Service.

Usage Data: means encoded or anonymized information or aggregated data that we advocacy may collect about a group or category of services, features or users while You and Your Users use the Service for certain purposes, including analytics, which does not contain Personal Data.

User: means an individual authorized to use the Service through Your Account as identified through a unique login.

"We," "Us" or "Our": means we advocacy

we advocacy: means we advocacy SAS, the entity with which You are contracting under these Terms.

2. GENERAL CONDITIONS; ACCESS TO AND USE OF THE SERVICE

2.1 During the Subscription Term and subject to compliance by You and Your Users with these Terms, You have the limited right to access and use the Service consistent with the Service Plan(s) that You subscribe to for Your internal business purposes. Without limiting the foregoing, Your right to access and use the API is also subject to these Terms and the restrictions and policies implemented by we advocacy from time to time with respect to the API as set forth in the Documentation or otherwise communicated to You in writing. Any use of the API, including use of the API through a third-party product that accesses the Service, is bound by these Terms. Abuse or excessively frequent requests to the Service via the API may result in the temporary or permanent suspension of Your Account's access to the API. We advocacy, in its sole discretion, will determine abuse or excessive usage of the API.

2.2 A high speed Internet connection is required for proper transmission of the Service. You are responsible for procuring and maintaining the network connections that connect Your network to the Service, including, but not limited to, "browser" software that supports protocols used by we advocacy, including the Transport Layer Security (TLS) protocol or other protocols accepted by we advocacy, and to follow procedures for accessing services that support such protocols. We are not responsible for notifying You or Your Users of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Service Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by we advocacy. We assume no responsibility for the reliability or performance of any connections as described in this section.

2.3 In addition to complying with the other terms, conditions and restrictions set forth below in these Terms, You agree not to (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Service available to any third party, other than for authorized Users in furtherance of Your internal business purposes as expressly permitted by these Terms; (b) use the Service to Process data on behalf of any third party other than Your Users; (c) modify, adapt, or hack the Service or otherwise attempt to gain unauthorized access to the Service or related systems or networks; (d) falsely imply any sponsorship or association with we advocacy; (e) use the Service in any unlawful manner, including but not limited to violation of any person's privacy rights; (f) use the Service if You are under the age of 13; (g) use the Service to store or transmit files, materials, data, text, audio, video, images or other content that infringes on any person's intellectual property

rights; (h) use the Service in any manner that interferes with or disrupts the integrity or performance of the Service and its components; (i) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Software making up the Service; (j) use the Service to knowingly post, transmit, upload, link to, send or store any content that is unlawful, racist, hateful, abusive, libelous, obscene, or discriminatory; (k) use the Service to store or transmit any “protected health information” as that term is defined in 45 C.F.R. 160.103, unless expressly agreed to otherwise in writing by we advocacy; (l) use the Service to knowingly post transmit, upload, link to, send or store any viruses, malware, Trojan horses, time bombs, or any other similar harmful software (“Malicious Software”); or (m) attempt to use, or use the Service in violation of these Terms.

2.4 In addition to complying with the other terms, conditions and restrictions set forth below in these Terms You must be a human to use the Service. Accounts registered by “bots” or other automated methods are not permitted. You agree not to use or launch any automated system that accesses the Service in a manner that sends more request messages to the Service servers in a given period of time than a human can reasonably produce in the same period by using a conventional on-line web browser.

2.5 You are responsible for compliance with the provisions of these Terms by Your Users and for any and all activities that occur under Your Account. Without limiting the foregoing, You are solely responsible for ensuring that use of the Service to store and transmit Service Data is compliant with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations You may maintain with Your Users or customers. You also maintain all responsibility for determining whether the Services or the information generated thereby is accurate or sufficient for Your purposes.

2.6 In addition to Our rights as set forth in Section 8.4, We reserve the right, in Our reasonable discretion, to temporarily suspend Your access to and use of the Service: (a) during planned downtime for upgrades and maintenance to the Service (of which We will use commercially reasonable efforts to notify You in advance both through Our Site and a notice to Your Account owner) (“Planned Downtime”); (b) during any unavailability caused by circumstances beyond Our reasonable control, such as, but not limited to, acts of God, acts of government, acts of terror or civil unrest, technical failures beyond Our reasonable control (including, without limitation, inability to access the Internet), or acts undertaken by third parties, including without limitation, distributed denial of service attacks; or (c) if We suspect or detect any Malicious Software connected to Your Account or use of the Service by You or Your Users.

3. DATA PRIVACY AND SECURITY; CONFIDENTIALITY

3.1 Subject to the express permissions of these Terms, each Party will protect each other's Confidential Information from unauthorized use, access or disclosure in the same manner as each protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to these Terms, each of us may use each other's Confidential Information solely to exercise our respective rights and perform our respective obligations under these Terms and shall disclose such Confidential Information (a) solely to those of our respective employees, representatives, subcontractors and agents who have a need to know such Confidential Information for such purposes and who are bound to maintain the confidentiality of, and not misuse, such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. The provisions of this Section 3 shall supersede any non-disclosure agreement by and between the Parties that would purport to address the confidentiality and security of Service Data and such agreement shall have no further force or effect with respect to Service Data.

3.2 To the extent Service Data includes or constitutes Personal Data, You hereby agree that You shall be deemed to be the data controller and we advocacy shall be deemed to be the data processor as those terms are understood under the Directive (and any applicable national legislation implementing the Directive). In providing the Service, we advocacy will engage authorized service providers, to Process Service Data, including and without limitation, any associated Personal Data pursuant to these Terms within the European Economic Area (the "EEA"), the United States and in other countries and territories. Under no circumstances will we advocacy be deemed a data controller with respect to Service Data under the Directive or any relevant law or regulation of any Member State as defined in the Directive.

3.3 we advocacy will maintain commercially reasonable administrative, physical and technical safeguards to protect the security, confidentiality and integrity of Service Data. These safeguards include encryption of Service Data in transmission (using TLS or similar technologies), except for certain Other Services that do not support encryption, which You may use through the Service at Your election. Our compliance with the provisions of this Section 3.3 shall be deemed compliance with Our obligations to protect Service Data as set forth in Section 3.1.

3.4 You agree that We and the service providers that We utilize to assist in providing the Service to You shall have the right to access Your Account and to use, modify, reproduce, distribute, display and disclose Service Data to the extent necessary to provide the Service, including, without limitation, in response to Your support requests. Any third party service providers We utilize will only be given access to Your Account and Service Data as is reasonably necessary to provide the Service and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in Section 3.3 and (b) their agreement to comply with the data transfer restrictions applicable to Personal Data as set forth in Section 3.6.

3.5 In addition to Service Data, We collect certain information (which may include Personal Data including email address) about You and Your Users as well as Your and their respective devices, computers and use of the Service. We use, disclose, and protect this information as described in Our Privacy Policy which is incorporated into the Terms.

3.6 Unless otherwise specifically agreed to by we advocacy, Service Data may be hosted or otherwise Processed by we advocacy or Our authorized service partners in the U.S., the EEA or other locations around the world. Upon Your written request to contact@weadvocacy.com, we will ensure pursuant to Article 25 of the Directive that, to the extent that any Service Data constitutes Personal Data, if Service Data is transferred to a country or territory outside of the EEA (a "non-EEA country"); then such transfer will only take place if: (a) the non-EEA country in question ensures an adequate level of data protection; (b) one of the conditions listed in Article 26(1) of the Directive is satisfied; or (c) We have ensured that the transfer is subject to adequate safeguards (such as the model contractual clauses designed to facilitate transfers of Personal Data from the EEA to all third countries that have been adopted by the European Commission (known as the, "Standard Contractual Clauses") or adherence to the principles of the Personal Data Safe Harbors). You agree and acknowledge that it is Your responsibility as a data controller to notify WAC pursuant to the notice provisions of these Terms of Your intent to store Personal Data from the EEA pursuant to the notice provisions of these Terms. If You so notify Us, Your rights to access and use the Service to store such Personal Data shall be conditioned upon Your execution of a data processing agreement as provided to You by we advocacy.

4. INTELLECTUAL PROPERTY RIGHTS

4.1 Each Party shall maintain all rights, title and interest in and to all our respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights (collectively, "Intellectual Property Rights"). The rights granted to You and Your Users to use the Service under these Terms do not convey any additional rights in the Service, or in any Intellectual Property Rights associated therewith. Subject only to limited rights to access and use the Service as expressly stated herein, all rights, title and interest in and to the Service and all hardware, Software and other components of or used to provide the Service, including all related Intellectual Property Rights, will remain with we advocacy and belong exclusively to we advocacy. We advocacy shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit, and/or incorporate into the Service or otherwise use any suggestions, enhancement requests, recommendations or other feedback We receive from You, Your Users, or other third parties acting on Your behalf. BIME and we advocacy's other product and service names, and logos used or displayed on the Service are registered or unregistered trademarks of we advocacy (collectively, "Marks"), and You may only use applicable Marks to identify You as a Subscriber; provided You do not attempt, now or in the future, to claim any rights in the Marks, degrade the distinctiveness of the Marks, or use the Marks to disparage or misrepresent Us, Our services or products.

4.2 By becoming a paying customer of the Service, you grant Us permission to use Your company name and logo in connection with the marketing and promotion of we advocacy and the Service.

5. THIRD PARTY SERVICES

If You decide to enable, access or use Other Services, through a Connector or otherwise, be advised that Your access and use of such Other Services is governed solely by the terms and conditions of such Other Services, and We do not endorse, are not responsible or liable for, and make no representations as to any aspect of such Other Services, including, without limitation, their content or the manner in which they handle data (including Service Data) or any interaction between You and the provider of such Other Services. You irrevocably waive any claim against we advocacy with respect to such Other Services. We are not liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Other Services, or Your reliance on the privacy practices, data security processes or other policies of such Other Services. You may be required to register for or log into such Other Services on their respective websites. By enabling or accessing any Other Services, through a

Connector or otherwise, You are expressly permitting we advocacy to disclose Your login as well as Service Data as necessary to facilitate the use, access to or enablement of such Other Services.

6. BILLING, PLAN MODIFICATIONS AND PAYMENTS

6.1 Unless otherwise indicated on a Form referencing these Terms or in any Additional Terms (as defined in Section 12.1) and subject to Section 6.2, all charges associated with Your access to and use of the Service (“Subscription Charges”) are due in full upon commencement of Your Subscription Term. If You fail to pay Your Subscription Charges or charges for other services indicated on any Form referencing these Terms within five (5) business days of Our notice to You that payment is due or delinquent, or if You do not update payment information upon Our request, in addition to Our other remedies, We may suspend or terminate access to and use of the Service by You and Your Users.

6.2 If You choose to upgrade Your Service Plan during Your Subscription Term (a “Subscription Upgrade”), any incremental Subscription Charges associated with such Subscription Upgrade will be prorated over the remaining period of Your then current Subscription Term, charged to Your Account and due and payable upon implementation of such Subscription Upgrade. In any future Subscription Term, Your Subscription Charges will reflect any such Subscription Upgrades.

6.3 No refunds or credits for Subscription Charges or other fees or payments will be provided to You if You elect to downgrade Your Service Plan. Downgrading Your Service Plan may cause loss of Connectors, content, features, or capacity of the Service as available to You under Your Account, and the we advocacy does not accept any liability for such loss.

6.4 Unless otherwise stated, Our charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively “Taxes”). You are responsible for paying Taxes except those assessable against we advocacy based on its income. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.

6.5 If You pay by credit card or certain other payment instruments, the Service provides an interface for the Account owner to change credit card information (e.g. upon card renewal). The Account owner will receive a receipt upon each receipt of payment by we advocacy, or they may obtain a receipt from within the Service to track subscription status. You hereby authorize we advocacy to bill Your credit card or

other payment instrument in advance on a periodic basis in accordance with the terms of the Service Plan for the Service until You terminate Your Subscription to the Service, and You further agree to pay any Subscription Charges so incurred. You agree to promptly update your Account information with any changes (for example, a change in Your billing address or credit card expiration date) that may occur. We advocacy uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain or use Your billing information except to process Your credit card information for the we advocacy.

7. CREDITS POLICY

7.1 We may, at our sole discretion, choose to offer credits for the Service in various ways, including but not limited to, coupons, promotional campaigns and referrals. We advocacy reserves the right to award credits at its sole discretion. Credits have no monetary or cash value and can only be used by You to offset Your subsequent payments of Subscription Charges for the Service. Credits can only be used by You and are non-transferable.

7.2 To the extent that You have been awarded credits, unless the instrument (including any coupon) states an earlier expiration date, these credits shall expire and no longer be redeemable twelve (12) months from the date the credit was issued.

8. CANCELLATION AND TERMINATION

8.1 Either Party may elect to terminate Your Account and subscription to the Service as of the end of Your then current Subscription Term by providing notice, in accordance with these Terms, on or prior to the date thirty (30) days preceding the end of such Subscription Term. Unless Your Account and subscription to the Service is so terminated, Your subscription to the Service will renew for a Subscription Term equivalent in length to the then expiring Subscription Term. Unless otherwise provided for in any Form, the Subscription Charges applicable to Your subscription to the Service for any such subsequent Subscription Term shall be Our standard Subscription Charges for the Service Plan to which You have subscribed as of the time such subsequent Subscription Term commences.

8.2 No refunds or credits for Subscription Charges or other fees or payments will be provided to You if You elect to terminate Your subscription to the Service or cancel Your Account prior to the end of Your then effective Subscription Term. Following the termination or cancellation of Your subscription to the Service and/or Account, We reserve the right to delete all Service Data in the normal course of operation. Service Data cannot be recovered once Your Account is cancelled.

8.3 If You terminate Your subscription to the Service or cancel Your Account prior to the end of Your then effective Subscription Term or We effect such termination or cancellation pursuant to Sections 2.6(c) or 8.4, in addition to other amounts You may owe we advocacy, You must immediately pay any then unpaid Subscription Charges associated with the remainder of such Subscription Term. This amount will not be payable by You in the event You terminate Your subscription to the Service or cancel Your Account as a result of a material breach of these Terms by we advocacy, provided that You provide advance notice of such breach to we advocacy and afford we advocacy not less than thirty (30) days to reasonably cure such breach.

8.4 We reserve the right to modify, suspend or terminate the Service (or any part thereof), Your Account or Your Users' rights to access and use the Service, and remove, disable and discard any Service Data if We believe that You or Your Users have violated these Terms. Unless legally prohibited from doing so, We will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. We shall not be liable to You or Your Users or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Service. Any suspected fraudulent, abusive, or illegal activity by You or Your Users may be referred to law enforcement authorities at Our sole discretion.

9. DISCLAIMER OF WARRANTIES

THE SITES AND THE SERVICE, INCLUDING ALL CONNECTORS, SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS

SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

10. LIMITATION OF LIABILITY

10.1 UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THESE TERMS, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, BUSINESS INTERRUPTION OR ANY OTHER LOSS INCURRED BY SUCH PARTY OR THIRD PARTY IN CONNECTION WITH THESE TERMS OR THE SERVICE, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

10.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, OUR AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY ARISING OUT OF THESE TERMS OR OTHERWISE IN CONNECTION WITH ANY SUBSCRIPTION TO, OR USE OR EMPLOYMENT OF THE SERVICE, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES FOR THE SERVICE PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 10.2 IS TO ALLOCATE THE RISKS UNDER THESE TERMS BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. WE HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU THE RIGHTS TO ACCESS AND USE THE SERVICE PROVIDED FOR IN THESE TERMS.

10.3 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to You. IN THESE JURISDICTIONS, WE ADVOCACY'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

10.4 Any claims or damages that You may have against we advocacy shall only be enforceable against we advocacy and not any other entity or its officers, directors, representatives or agents.

11. INDEMNIFICATION

11.1 We will indemnify and hold You harmless, from and against any claim against You by reason of Your use of the Service as permitted hereunder, brought by a third party alleging that the Service infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"). We shall, at Our expense, defend such IP Claim and pay damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the attorneys engaged by WAC for such defense, provided that (a) You promptly notify we advocacy of the threat or notice of such IP Claim; (b) We will have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such IP Claim; and (c) You fully cooperate with we advocacy in connection therewith. If use of the Service by You or Your Users has become, or in Our opinion is likely to become, the subject of any such IP Claim, We may at our option and expense (a) procure for You the right to continue using the Service as set forth hereunder; (b) replace or modify the Service to make it non-infringing; or (c) if options (a) or (b) are not commercially reasonable or practicable as determined by we advocacy, terminate Your subscription to the Service and repay You, on a prorated basis, any Subscription Charges previously paid to we advocacy for the corresponding unused portion of Your Subscription Term for the Service. We will have no liability or obligation under this Section 11.1 with respect to any IP Claim if such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by You; (ii) modification of the Service by anyone other than we advocacy; or (iii) the combination, operation or use of the Service with other hardware or software where the Service would not by itself be infringing. The provisions of this Section 11.1 state WAC's sole, exclusive and entire liability to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of the Service by You or Your Users.

11.2 You will indemnify and hold we advocacy, its officers, directors, representative and agents harmless against any claim brought by a third party against we advocacy arising from or related to use of the Service by You or Your Users in breach of these Terms or matters which You have expressly agreed to be responsible pursuant to these Terms; provided that We promptly notify You of the threat or notice of such a claim.

12. ASSIGNMENT; ENTIRE AGREEMENT; AMENDMENT

12.1 These Terms, together with any Form(s), constitute the entire agreement, and supersede any and all prior agreements between You and we advocacy with regard to the subject matter hereof. These Terms and any Form(s) shall apply in lieu of the terms or conditions in any purchase order or other order documentation You or any entity which You represent provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties, or commitments which may be relied upon by either party with respect to the subject matter hereof. Notwithstanding the foregoing, additional terms may apply to certain features, functionality, or services We offer as part of or distinct from the Service (the "Additional Terms"). In those instances, We will notify You of such Additional Terms prior to the activation of these features, functionality, or services and the activation of these features, functionality, or services in Your Account will be considered acceptance of the Additional Terms. All such Additional Terms will be considered incorporated into these Terms when You or any User authorized as an administrator in Your Account activate the feature, functionality, or service. Where there is a conflict between these Terms and the Additional Terms, the Additional Terms will control.

12.2 We may amend these Terms from time to time, in which case the new Terms will supersede prior versions. We will notify You not less than ten (10) days prior to the effective date of any such amendment and Your continued use of the Service following the effective date of any such amendment may be relied upon by Us as Your consent to any such amendment. Our failure to enforce at any time any provision of these Terms does not constitute a waiver of that provision or of any other provision of the Terms.

13. SEVERABILITY

If any provision in these Terms is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these Terms shall remain in effect.

14. EXPORT COMPLIANCE AND USE RESTRICTIONS

The Service and other Software or components of the Service that We may provide or make available to You or Your Users may be subject to U.S. export control and economic sanctions laws. You agree to comply with all such laws and regulations as they relate to access to and use of the Service, Software, Connectors and such other components by You and Your Users. You shall not access or use the Service if You are located in any jurisdiction in which the provision of the Service, Software, Connectors or other components is prohibited under U.S. or other applicable laws or regulations (a “Prohibited Jurisdiction”) and You shall not provide access to the Service to any government, entity or individual located in any Prohibited Jurisdiction. You represent, warrant and covenant that (a) You are not named on any U.S. government list of persons or entities prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) You are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) You shall not permit Your Users, officers, directors, agents, representatives, suppliers or customers to access or use the Service in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) You shall comply with all applicable laws regarding the transmission of technical data exported from the United States and the country in which You and Your Users are located.

15. RELATIONSHIP OF THE PARTIES

The parties are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties.

16. SURVIVAL

Sections 1, 2.3, 3, 4 and 9-18 shall survive any termination of our agreement with respect to use of the Service by You and Your Users. Termination of such agreement shall not limit a Party’s liability for obligations accrued as of or prior to such termination or for any breach of these Terms.

17. NOTICE

All notices to be provided by we advocacy to You under this Agreement may be delivered in writing (a) by nationally recognized overnight delivery service (“Courier”) or U.S. mail to the contact mailing address

provided by You on any Form; or (b) electronic mail to the electronic mail address provided for Your Account owner. You must give notice to we advocacy in writing by Courier or U.S. Mail to we advocacy, Attn: we advocacy, 3 Rue Diododre Rahoult, 38.000 Grenoble, FRANCE. All notices shall be deemed to have been given immediately upon delivery by electronic mail, or if otherwise delivered upon receipt or, if earlier, ten (10) business days after being deposited in the mail or with a Courier as permitted above.

18. JURISDICTION; GOVERNING LAW

16.1. This Agreement shall be governed by French law

16.2. Any dispute in RELATION with THIS AGREEMENT shall be exclusively submitted to THE JURISDICTION OF THE COURTS OF PARIS, INCLUDING, WITHOUT LIMITATION, ANY DISPUTE RELATING TO ITS INTERPRETATION, VALIDITY, PERFORMANCE OR TERMINATION, AND ANY SUMMARY PROCEEDINGS OR PROVISIONAL AND PROTECTIVE MEASURES NOTWITHSTANDING ANY NUMBER OF DEFENDANTS, ANY ACTION ON A WARRANTY OR GUARANTEE OR OTHER THIRD PARTY PROCEEDINGS AND ANY COUNTER-CLAIMS.

