



# Sharework

## General Terms and Conditions

*The Sharework General Terms and Conditions (“GTC”) are effective as of the effective date of an applicable signed order form (such form an “Order Form”) or the date of an online subscription (such date the “Effective Date”), both including acceptance of the Data Processing Agreement attached, and is by and between Sharework SAS, a French corporation, registered in the Paris Trade and Companies Register under number 793 618 729, with a place of business at 26 rue Henry Monnier, 75009 PARIS France, and the customer set forth on the Order Form or in the onlign subscription process (“Customer”) (each a “Party” and together the “Parties”).*

Sharework provides services allowing companies to connect a Data Source to process and share CRM Data with Trusted Business Partners. Sharework Customers can invite Trusted Business Partners to connect and share selected Processed CRM Data, either via a web application or a REST API. To do this, Sharework has developed services to process the CRM Data of two or more companies that wish to collaborate, in order to identify and select the relevant Processed CRM Data to be shared. Sharework therefore positions itself as a trusted third-party standing between two or more companies that wish to collaborate and communicate Processed CRM Data to each other, while ensuring the security and confidentiality of the rest of their data.

The Customer acknowledges and declares to have the necessary skills to understand Sharework services and to ensure that the services offered by Sharework are relevant and appropriate to its IT needs and infrastructure, particularly with regard to its Data Source connected / uploaded to Sharework Services.

The Customer is generally a natural person, acting on behalf of his employer, his instructing party, his partner, his management company, his executive bodies. In order to avoid any misunderstanding, the Customer makes the following statement, as far as he is concerned, to Sharework:

(i) For Customer that are legal entities:

- That it is a legally constituted company, in good standing with regard to the legislation applicable to it and that its legal representative, or its management company, has all the powers and qualities to sign and implement this contract;
- That the signature of this contract has been validly authorized, if necessary, by the competent bodies;
- That the signature and execution of this contract does not and will not result in any breach, termination or modification of any contract or act to which it is a party and that this contract is not in conflict with any provision of such contract or act.

(ii) For Customer that are natural persons:

- That he has the full capacity to enter into and implement this contract on his own, in particular that he has been duly authorized by its employer, instructing party, partner, management company and executive bodies;
- That the signature and execution of this contract does not and will not result in any breach, termination or modification of any contract or act to which it is a party and that this contract is not in conflict with any provision of such contract or act.



## Section 1. Services.

### 1.1. Definition.

“Services” means the product(s) and service(s) that are ordered by Customer from Sharework online or through an Order Form referencing this GTC, whether on a free, trial, or paid basis, and to which Sharework thereby provides access to Customer. Services exclude any products or services provided by third parties, even if Customer has connected those products or services to the Services. Subject to the terms and conditions of this GTC, Sharework will make its best effort to make the Services available during the Term as set forth in an Order Form.

“Data Source” means a business database that is connected or uploaded by Customer to Sharework Services

“Service Data” means all data produced by Sharework Services

“CRM Data” means all data within Customer Data Source available to Sharework

“Processed CRM Data” means CRM Data processed by Sharework Services

“Customer Data” means the combination of Service Data, CRM Data and Processed CRM Data. Customer Data may include, without limitation, any information relating to an identified or identifiable natural person (‘data subject’) where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person (such information, “Personal Data”)

“Usage Data” means data & information about how the Customer uses the Services

“Trusted Business Partner” means a Customer’s business partner invited to connect via Sharework for data sharing purposes

**1.2. Application and use process.** The Services developed by Sharework is available at the following address: <https://partners.sharework.co>. To access the Services, the Customer must first create a dedicated account by entering an exact email address, which may be used by Sharework to send legal notices or notices relative to the Services, and define a personal and confidential password of a sufficiently secure level and comprising at least 8 characters of his choice, including at least 1 uppercase or number and provide the name of his/her company. To finalize the creation of an account, the Customer must have read and accepted these GTC. Then, the Customer must connect or upload a Data Source to Sharework.

The connection / upload of the Customer's Data Source to Sharework has several effects:

- It constitutes express authorization given to Sharework, by the Customer duly authorized, to view, process and store CRM Data from the Data Source so Sharework can deliver the Service. Sharework will refrain from disseminating or transmitting CRM Data unless it obtains the express and unambiguous consent of the Customer.
- It gives Sharework the right to store and use the Customer's credentials in order to be able to connect to the Data Source, it being understood that this right to store and use may be revoked at any time and by any means by the Customer.

Thereafter, if a Trusted Business Partner accepts a Customer's invitation, it becomes, in turn, a Customer within the meaning of this GTC, i.e. it follows the same use process and also connects its Data Source for import, standardization and analysis purposes. It is only in this case, and after obtaining the



express consent of both Customers, that their common relevant Processed CRM Data wmade available to them according to the sharing terms they have set.

**1.3. Maintenance of the Application.** In order to continuously improve the Services, Sharework reserves the right to update or install new versions of its Services. The Customer acknowledges that maintenance operations may make the Services temporarily unavailable. Sharework implements a continuous development process, and should, in principle, be able to update the Services without any interruption of service. However, in the event that Sharework should interrupt its Services to deploy a new version of the software, the company will endeavor to do so under the following conditions:

- Wednesday between 1am and 4am PST for service breaks of less than 1 hour;
- 4 times a year, for a period of up to 4 hours. In this case, the Customer will receive a notification at least 2 weeks in advance informing him of the occurrence of this outage.

In either case, these possible service interruptions will not give rise to any compensation.

**1.4. Evolution of the Services.** The Parties agree that Sharework may, at its discretion, develop services, the elements of which they are composed and their annexes. These evolutions will be enforceable against the Customer as soon as they are launched into production. In the event that the Customer refuses these changes, the Customer shall retain the right to terminate the contract under the conditions provided for in this GTC.

**1.5. Customer support.** A technical support service is available at [team@sharework.co](mailto:team@sharework.co) or via an in-app chat, as soon as the questions asked relate to the use of Sharework Services.

## Section 2. Fees and Payment.

**2.1. Free Services.** The account creation and all features made accessible by default upon registration online are free to use. Sharework reserves the right to change this principle of gratuity at any time. In such a context, Sharework will notify each Customer who has consented to this GTC of its new pricing policy, which will be effective at the end of the second month following the notification. (*Example: notification on 10 June 2020, entry into force on 1 September 2020*). This notification will be sent by e-mail to the address indicated by the Customer. Upon receipt, the Customer will benefit from a one-month reflection period at the end of which he/she must confirm to Sharework, by return of email, that he/she agrees to the pricing policy. In the absence of such consent, this contract shall be considered terminated on the date of entry into force of the new pricing policy.

**2.2. Paid Services.** If the Customer wishes to benefit from additional functionalities, he/she will have to subscribe to the paid Services and contact Sharework to sign an Order Form, detailing the features made available and the associated price for the service. The Customer will pay the fees specified in the Order Form (the "Fees").

**2.3. Payment, Taxes.** Sharework will invoice the Customer for Fees, either within the Services or directly, within thirty (30) days of the Effective Date. The Customer will pay all invoiced Fees net forty-five (45) days from the date of the invoice. Any late payments are subject to a service charge equal to 1.5% per month of the amount due or the maximum amount allowed by law, whichever is less. Fees do not include local, state, or federal taxes or duties of any kind and any such taxes will be assumed and paid by the Customer, except for taxes on Sharework based on Sharework's income or receipts.

## Section 3. Term and Termination.

**3.1. Term.** This GTC commences on the Effective Date and will remain in effect through the Initial Term and all Renewal Terms, as specified in the Order Form, unless otherwise terminated in accordance with this Section (the Initial Term and all Renewal Terms collectively the "Term"). If the Order Form does not specify, the Initial Term will be one year and will automatically renew for successive one-year periods



unless the Customer provides Sharework with notice of termination at sixty (60) days prior to the end of the Term.

**3.2. Termination for Cause.** A Party may terminate this GTC for cause (a) upon notice to the other Party of a material breach if such breach remains uncured after fifteen (15) days from the date of the breaching Party's receipt of such notice; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Non-payment of Fees by the Customer past ninety (90) days from an invoice date, and any Prohibited Uses (as defined below), will be considered de facto material breaches of the GTC.

**3.3. Cancellation.** A Party may terminate the GTC and an applicable Order Form either (i) in accordance with the renewal provisions of the Order Form or (ii) if such provisions are not specified, by providing notice to the other Party of termination, by written, forty-five (45) days prior to the end of the then-current Term. Only for free subscription, a Party may terminate the contract at any time by e-mail. Such termination shall become effective at the end of the second month following the date of notification (*Example: notification by email on 4 August 2020, contract expiry on 1 November 2020*).

**3.4. Effect of Termination and Survival.** Upon termination or cancellation of an Order Form or this GTC (a) with respect to termination of the entire GTC, all Order Forms will concurrently terminate, if applicable, (b) Customer will have no further right to use the Services under the terminated or cancelled Order Forms and Sharework will remove Customer's access to same, and (c) unless otherwise specified in writing, Customer will not be entitled to any refund of fees paid. The following Sections will survive termination: Section 2 (Fees and Payment), Section 5 (Confidentiality), Section 6.2 (Data Practices-Ownership), Section 8 (Intellectual Property Rights), Section 9.3 (Disclaimers), Section 10 (Indemnification), Section 11 (Limitation of Liability), and Section 12 (Miscellaneous). Termination of this GTC will not limit a Party's liability for obligations accrued as of or prior to such termination or for any breach of this GTC.

## **Section 4. License and Use of the Services.**

**4.1. License.** Sharework hereby grants Customer a non-exclusive, non-transferable, non-sublicensable right to and license to access and use the Services for Customer's internal business purposes, all subject to the terms and conditions of this GTC and the Order Form if applicable.

**4.2. Authorized Users.** The Customer may designate and provide access to its (or its corporate affiliates') employees, independent contractors, or other agents to an account on the Services as authorized users (each an "Authorized User") up to the number of "seats" set forth in the Order Form (unlimited if not specified in the Order Form). Each account may be used only by a single, individual Authorized User, and the Customer may be charged for additional seats (if applicable), or Sharework may terminate the GTC for cause, if this requirement is circumvented. Customer is responsible for all use and misuse of the Services by Authorized User accounts and for adherence to this GTC by any Authorized Users, and references to Customer herein will be deemed to apply to Authorized Users as necessary and applicable. The Customer agrees to promptly notify Sharework of any unauthorized access or use of which the Customer becomes aware.

**4.3. Prohibited Uses.** The Customer and Authorized Users will not: (a) "frame," distribute, resell, or permit access to the Services by any third party other than for its intended purposes; (b) use the Services other than in compliance with applicable federal, state, and local laws; (c) interfere with the Services or disrupt any other user's access to the Subscription Service; (d) reverse engineer, attempt to gain unauthorized access to the Service, attempt to discover the underlying source code or structure of, or otherwise copy or attempt to copy the Services; (e) knowingly transfer to the Services any content or data that is defamatory, harassing, discriminatory, infringing of third party intellectual property rights, or unlawful; (f) transfer to the Services or otherwise use on the Services any routine, device, code, exploit, or other undisclosed feature that is designed to delete, disable, deactivate, interfere with or otherwise



harm any software, program, data, device, system or service, or which is intended to provide unauthorized access or to produce unauthorized modifications; or (g) use any robot, spider, data scraping, or extraction tool or similar mechanism with respect to the Services.

## **Section 5. Confidentiality.**

As used herein, the “Confidential Information” of a Party (the “Disclosing Party”) means all financial, technical, or business information of the Disclosing Party that the Disclosing Party designates as confidential at the time of disclosure to the other Party (the “Receiving Party”) or that the Receiving Party reasonably should understand to be confidential based on the nature of the information or the circumstances surrounding its disclosure. For the sake of clarity, the Parties acknowledge that Confidential Information includes the terms and conditions of this GTC. Except as expressly permitted in this GTC, the Receiving Party will not disclose, duplicate, publish, transfer or otherwise make available Confidential Information of the Disclosing Party in any form to any person or entity without the Disclosing Party’s prior written consent. The Receiving Party will not use the Disclosing Party’s Confidential Information except to perform its obligations under this GTC, such obligations including, in the case of Sharework, to provide the Services. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information to the extent required by law, provided that the Receiving Party: (a) gives the Disclosing Party prior written notice of such disclosure so as to afford the Disclosing Party a reasonable opportunity to appear, object, and obtain a protective order or other appropriate relief regarding such disclosure (if such notice is not prohibited by applicable law); (b) uses diligent efforts to limit disclosure and to obtain confidential treatment or a protective order; and (c) allows the Disclosing Party to participate in the proceeding. Further, Confidential Information does not include any information that: (i) is or becomes generally known to the public without the Receiving Party’s breach of any obligation owed to the Disclosing Party; (ii) was independently developed by the Receiving Party without the Receiving Party’s breach of any obligation owed to the Disclosing Party; or (iii) is received from a third party who obtained such Confidential Information without any third party’s breach of any obligation owed to the Disclosing Party.

## **Section 6. Parties’ obligations.**

**6.1. Sharework’s obligations.** Sharework agrees to fulfill the contractual obligations for which it is responsible with loyalty and good faith. More specifically, Sharework agrees, without this list being exhaustive, to:

- Provide Services in accordance with its business proposal;
- Inform the Customer in good time of any malfunction or interruption of services;
- Make every effort to limit malfunctions;
- Meet legal and regulatory obligations;
- Ensure and be able to justify, at the Customer’s first request, the methods used to guarantee the security of Customer Data;
- Refrain from any transmission of the Customer Data and without his express consent;

However, the Parties expressly agree that Sharework may collect and store Customer Data, in order to process them anonymously for R&D purposes, for aggregated data calculation purposes, to improve its services, and particularly for matching.

**6.2. Customer’s obligations.** The Customer agrees to fulfil the contractual obligations for which he is responsible with loyalty and good faith. More particularly, the Customer agrees, without this list being exhaustive, to:

- Only make professional use of the Application;
- Refrain from using the Application for illegal, unlawful or immoral purposes;
- Communicate reliable and accurate data;
- Ensure GDPR compliance of its CRM Data;



- Inform Sharework of any security breaches observed on the Customer's Sharework account;
- In the event of non-compliance with these obligations by the Customer or one of his employees, Sharework reserves the right to terminate the contract in accordance with the procedure detailed in this GTC.

## **Section 7. Data Practices.**

**7.1. Ownership.** The Customer will continue to retain its ownership rights to all Customer Data processed under the terms of this GTC and Sharework will own all Usage Data.

**7.2. Sharework's Use of Data.** Sharework will use Customer Data, and Usage Data as follows and, to the extent necessary, the Customer provides Sharework a license to use, modify, reproduce, distribute, display and disclose same during the Term in accordance with this GTC:

**7.2.1. Operating the Services.** Sharework may receive, collect, store and/or process Customer Data based on the contract concluded by the Parties and on Sharework's legitimate interest in operating the Services. For example, Sharework may collect Personal Data (such as name, phone number, or credit card information) through the account activation process. Sharework may also use Customer Data in an anonymized manner, such as conversion to numerical value, for the training of the machine learning models to support certain features and functionality within the Services.

**7.2.2. Communications.** Sharework may communicate with Customer or Authorized Users (i) to send product information and promotional offers or (ii) about the Services generally. If Customer or an Authorized User does not want to receive such communications, Customer may email [team@sharework.com](mailto:team@sharework.com). The Customer and necessary Authorized Users will always receive transactional messages that are required for Sharework to provide the Services (such as billing notices and product usage notifications).

**7.2.3. Improving the Services.** Sharework may collect, and may engage third-party analytics providers to collect, Usage Data to develop new features, improve existing features, or inform sales and marketing strategies based on Sharework's legitimate interest in improving the Services. When Sharework uses Usage Data, any Personal Data that was included in Service Data shall be anonymized and/or aggregated in such a manner that it no longer constitutes Customer Data or Personal Data under applicable data protection laws. Any such third-party analytics providers will not share or otherwise disclose Usage Data, although Sharework may make Usage Data publicly available from time to time.

**7.2.4. Connecting to Third-Party Services.** The Customer may wish to connect third-party services to the Service. When the Customer uses a third-party service to connect with Sharework, logs into the Services through a third-party authentication service, or otherwise provides Sharework with access to information from a third-party service, Sharework may obtain other information, including Personal Data, from those third parties and combine that Service or Usage Data based on the contract concluded by the Parties and on Sharework's legitimate interest in providing the Customer with functionality that supports the Services. Any access that Sharework may receive to such information from a third-party service is always in accordance with the features and functionality, particularly as to authorization, of that service. By authorizing Sharework to connect with a third-party service, the Customer authorizes Sharework to access and store any information provided to Sharework by that third-party service, and to use and disclose that information in accordance with this GTC.

**7.2.5. Third-Party Service Providers.** Customer agrees that Sharework may provide Service Data and Personal Data to authorized third-party service providers, only to the extent necessary to provide, secure, or improve the Services. Any such third-party service providers will only be given access to Service Data and Personal Data as is reasonably necessary to provide the Services and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in this GTC; and (b) their agreement to comply with the data transfer restrictions applicable to Personal Data as set forth below.



**7.3. Customer Data Safeguards.** (i) Sharework will not sell, rent, or lease Customer Data to any third party, and will not share Customer Data with third parties, except as permitted by this GTC and to provide, secure, and support the Services. (ii) Sharework will maintain commercially reasonable (particularly for a company of Sharework's size and revenue) appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Customer Data. Sharework has implemented a Data Protection Policy accepted by all employees and contractors. Policy is available here (<https://app.vanta.com/policies/ymz3floycc32mqfzm3145u/data-protection-policy>).

**7.4. Security.** Sharework does not use any server directly accessible from the Internet: Kubernetes nodes and databases only have private IP addresses. Additionally, Sharework enforces infrastructure secrets (kubernetes secrets) encryption at the application layer using rotating symmetric encryption keys.

**7.4.1. Databases.** In order to guarantee the greatest possible protection to the Customer Data:

- Sharework applies "at-rest" encryption at the hardware layer to all its data and all Collected Data;
- Additionally, sensitive Customer Data (such as CRM credentials) is stored using encryption at the application layer, with automatically rotating symmetric encryption keys;
- Sharework uses irretrievable encryption of all Personal Data contained in the CRM Data;

Access to the production databases is strictly limited to Sharework personnel and authorized sub-processors in order to enable them to deliver the Service covered by this GTC.

**7.4.2. Communication.** External communications are always performed over secured protocols (in particular, but not exclusively, HTTPS), which guarantees point-to-point encryption of communication via the Internet.

**7.4.3. Software.** All code developed by Sharework is subject to extensive review before it can be used in production environments. An important aspect of this review is to ensure compliance of the code with Sharework's security policy, and to apply good security practices. In addition, external dependencies (open source or commercial) are continuously monitored in order to detect security breaches that may be present in these dependencies, and to be able to apply appropriate patches as soon as possible. Sharework has implemented an [Information Security Policy](#) accepted by all employees and contractors.

## **Section 8. Privacy Practices.**

**8.1. Applicable regulation.** The Parties agree to comply with the current regulations relative to the protection of personal data, in particular the French Data Protection Act in its version in force on the date hereof and the EU Regulation of 27 April 2016, known as the "GDPR".

**8.2. Privacy Policy.** Sharework operates the Services and, as applicable, handles Personal Data, pursuant to the privacy policy available at [sharework.co/legal-terms/privacy-policy-en](https://sharework.co/legal-terms/privacy-policy-en) (the "Privacy Policy").

**8.3. Cookie Policy.** Sharework operates the Services and, as applicable, handles Cookies, pursuant to the cookies policy available at [sharework.co/legal-terms/cookies-policy-en](https://sharework.co/legal-terms/cookies-policy-en) (the "Cookies Policy").

**8.4. Customer as Controller.** To the extent Customer Data constitutes Personal Data, the Parties agree that Customer determines the purpose and means of processing such Personal Data, and Sharework processes such information on behalf of Customer. Therefore, the Customer must be considered as the controller and Sharework as a processor.

**8.5. Data Processing Agreement (DPA).** The DPA attached below to the GTC constitutes the instructions given by the Customer to Sharework regarding the processing of Personal Data, in accordance with GDPR, Article 28. Acceptance of the DPA is a condition precedent to the conclusion of the GTC between the Parties and its entry into force.



**8.6. Hosting and Processing.** Unless otherwise specifically agreed to by Sharework, Customer Data may be hosted by Sharework, or its respective authorized third-party service providers, in the European Union or other locations around the world. In providing the Services, Sharework will engage entities to process Customer Data, including and without limitation, any Personal Data within Customer Data pursuant to this GTC, within the EU and in other countries and territories. The Services offered by Sharework are hosted on Google's servers (via its Google Cloud offer) located in the European Union.

## **Section 9. Intellectual Property Rights.**

Each Party will retain all rights, title and interest in any patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights ("Intellectual Property Rights"), and Sharework in particular will exclusively retain such rights in the Services and all components of or used to provide the Services. Customer hereby provides Sharework a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations or other feedback Sharework receives from Customer, Customer's agents or representatives, Authorized Users, or other third parties acting on Customer's behalf; and Sharework also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by such suggestions, enhancement requests, recommendations or other feedback.

## **Section 10. Representations, Warranties, and Disclaimers.**

**10.1. Authority.** Each Party represents that it has validly entered into this GTC and has the legal power to do so.

**10.2. Warranties.** Sharework warrants that during an applicable Term, (a) this GTC will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Service Data; and (b) the Services will perform materially in accordance with the applicable documentation provided within the Services. For any breach of a warranty in this section, Customer's exclusive remedies are those described in Section 3 (Term and Termination) herein.

**10.3. Disclaimers.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION AND ANY APPLICABLE SERVICE LEVEL AGREEMENT, THE SERVICES, INCLUDING ALL 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 SHAREWORK EXPRESSLY DISCLAIMS 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. CUSTOMER ACKNOWLEDGES THAT SHAREWORK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY CUSTOMER FROM SHAREWORK OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS GTC. THE PARTIES ADDITIONALLY AGREE THAT SHAREWORK WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR CLIENT'S VARIOUS COMPLIANCE PROGRAMS, AND THAT THE SERVICES, TO THE EXTENT APPLICABLE, ARE ONLY TOOLS FOR ASSISTING CLIENT IN MEETING THE VARIOUS COMPLIANCE OBLIGATIONS FOR WHICH IT SOLELY IS RESPONSIBLE.

## **Section 11. Indemnification.**

**11.1. Indemnification by Sharework.** Sharework will indemnify and hold Customer harmless from and against any claim brought by a third party against Customer by reason of Customer's use of a Service as permitted hereunder, alleging that such Service infringes or misappropriates a third party's valid patent, copyright, trademark, or trade secret (an "IP Claim"). Sharework will, at its expense, defend such IP





Claim and pay damages finally awarded against Customer in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Sharework for such defense, provided that (a) Customer promptly notifies Sharework of the threat or notice of such IP Claim; (b) Sharework will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such IP Claim (however, Sharework will not settle or compromise any claim that results in liability or admission of any liability by Customer without prior written consent); and (c) Customer fully cooperates with Sharework in connection therewith. If use of a Service by Customer has become, or, in Sharework's opinion, is likely to become, the subject of any such IP Claim, Sharework may, at its option and expense, (i) procure for Customer the right to continue using the Service(s) as set forth hereunder; (ii) replace or modify a Service to make it non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by Sharework, terminate Customer's subscription to the Service(s) and repay, if applicable, on a pro-rata basis, any Fees previously paid to Sharework for the corresponding unused portion of the Term for such Service(s). Sharework will have no liability or obligation under this Section with respect to any IP Claim if such claim is caused in whole or in part by (x) compliance with designs, data, instructions or specifications provided by Customer; (y) modification of the Service(s) by anyone other than Sharework; or (z) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing. The provisions of this Section state the sole, exclusive, and entire liability of Sharework to Customer and constitute Customer's sole remedy with respect to an IP Claim brought by reason of access to or use of a Service by Customer, Customer's agents, or Authorized Users.

**11.2. Indemnification by Customer.** Customer will indemnify and hold Sharework harmless against any claim (a) arising from or related to use of a Service by Customer, Customer's agents, or Authorized Users in breach of this GTC; or (b) alleging that Customer's use of the Service or Customer's Customer Data infringes or misappropriates a third party's valid patent, copyright, trademark, or trade secret; provided (i) Sharework promptly notifies Customer of the threat or notice of such claim; (ii) Customer will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, Customer will not settle or compromise any claim that results in liability or admission of any liability by Sharework without prior written consent); and (iii) Sharework fully cooperates in connection therewith.

## **Section 12. Liability**

**12.1. Sharework's responsibility.** Sharework is liable for the consequences resulting from its faults, failures, omissions or errors, except if they are the result of fault, failure, omission or error of the Customer or one of its employees or in the event of force majeure. However, Sharework cannot be held liable for the veracity of the CRM Data, whose content remains the responsibility of the Customer from whom they originate. Similarly, in the event that a Customer has entered into and/or executed this contract without being duly authorized by, where applicable, his employer, instructing party, management company, executive bodies, etc., the said employer, instructing party, partner, management company, executive body, etc. may not hold Sharework responsible, whatever the motive.

**12.2. LIMITATION OF LIABILITY.** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL EITHER PARTY TO THIS GTC, OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY AFFILIATE FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (BEING DATA LOST IN THE COURSE OF TRANSMISSION VIA CUSTOMER'S SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF SHAREWORK), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ANY AFFILIATE IN CONNECTION WITH THIS GTC OR THE SERVICES REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS GTC, SHAREWORK'S AGGREGATE



LIABILITY TO CUSTOMER, ANY CUSTOMER AFFILIATE, OR ANY THIRD PARTY ARISING OUT OF THIS GTC OR THE SERVICES WILL IN NO EVENT EXCEED THE FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY, OR, FOR CUSTOMER WHO HAVE ONLY SUBSCRIBED TO FREE SERVICES, THE FINANCIAL CONSEQUENCES OF DIRECT AND FORESEEABLE DAMAGES RESULTING FROM SHAREWORK FAULTS, FAILURES, OMISSIONS OR ERRORS, EXCEPT IF THEY ARE THE RESULT OF FAULT, FAILURE, OMISSION OR ERROR OF THE USER OR ONE OF ITS EMPLOYEES OR IN THE EVENT OF FORCE MAJEURE. IN ANY EVENT, SHAREWORK'S RESPONSIBILITY IS SET WITHIN THE COMPENSATION LIMITS PROVIDED FOR IN ITS PROFESSIONAL INDEMNITY INSURANCE. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THIS GTC BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF SHAREWORK WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. SHAREWORK HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CUSTOMER WITH THE RIGHTS TO ACCESS AND USE THE SERVICES PROVIDED FOR IN THIS GTC. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN WILL APPLY IN AGGREGATE TO SUBSCRIBER AND ITS AFFILIATES AND SHALL NOT BE CUMULATIVE. THE LIMITATIONS SET FORTH IN SECTION SHALL NOT APPLY TO CLAIMS OR DAMAGES RESULTING FROM SHAREWORK'S IP CLAIMS INDEMNITY OBLIGATIONS IN THIS GTC. Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages or for personal injury or death, which means that some of the above limitations may not apply to the Customer. IN THESE JURISDICTIONS, SHAREWORK'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW. Any claims or damages that the Customer may have against Sharework will only be enforceable against Sharework and not any other entity or its officers, directors, representatives, or agents.

**12.3. Customer's responsibility.** The Customer guarantees that his employees will respect this GTC and the Order Form if applicable. The Customer acknowledges that it is responsible for the following (non-exhaustive list):

- Internet access for all the devices from which he or she wishes to access the Services;
- Being duly authorized by, when applicable, his employer, instructing party, management company, executive bodies, etc., to fulfill his commitment with Sharework and execute this contract;
- The use, by himself and his employees, of secure, personal and confidential access codes;
- The harmful consequences of errors, faults, omissions, failures committed by him or by any employee;
- Any action taken by an unauthorized third party with Customer IDs and passwords;
- Retention of his Data Source data, as their conversion into Processed CRM Data by Sharework does not constitute legal archiving;

The Customer's attention is drawn to the fact that he may, and is even advised to, conclude a confidentiality agreement with the Trusted Business Partners in order to protect the future of the Processed CRM Data that will be shared, for which Sharework is not responsible.

## **Section 13. Miscellaneous.**

**13.1. Entire Agreement.** This GTC and, if applicable, the applicable Order Form(s) constitute the entire agreement, and supersedes all prior agreements, between Sharework and Customer regarding the subject matter hereof.

**13.2. Assignment.** Either Party may, without the consent of the other Party, assign this GTC to any affiliate or in connection with any merger, change of control, or the sale of all or substantially all of such Party's assets provided that (1) the other Party is provided prior notice of such assignment and (2) any such successor agrees to fulfill its obligations pursuant to this GTC. Subject to the foregoing restrictions, this GTC will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.



**13.3. Severability.** If any provision in this GTC is held by a court of competent jurisdiction to be unenforceable, such provision will 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 this GTC will remain in effect.

**13.4. Relationship of the Parties.** The Parties are independent contractors. This GTC does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

**13.5. Notices.** All notices provided by Sharework to Customer under this GTC may be delivered in writing (a) by nationally recognized overnight delivery service ("Courier") or mail to the contact mailing address provided by Customer on the Order Form or during the online subscription; or (b) electronic mail to the electronic mail address provided for Customer's account owner. Customer must give notice to Sharework in writing by Courier to 26 rue Henry Monnier, 75009 PARIS Attn: SHAREWORK. All notices shall be deemed to have been given immediately upon delivery by electronic mail; or, if otherwise delivered upon the earlier of receipt or two (2) business days after being deposited in the mail or with a Courier as permitted above.

**13.6. Governing Law, Jurisdiction, Venue.** This GTC will be governed by the laws of FRANCE, without reference to conflict of laws principles. Any dispute relating to the conclusion, execution, interpretation or termination of the GTC shall fall under the exclusive jurisdiction of the Paris Court of Appeal, even in the event of third parties, proceedings involving several defendants, or summary proceedings.

**13.7. Anti-Corruption.** Customer agrees that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Sharework's employees or agents in connection with this GTC. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly give notice to Sharework.

**13.8. Publicity and Marketing.** Sharework may use Customer's name, logo, and trademarks solely to identify the Customer as a user of Sharework on Sharework's website and other marketing materials and in accordance with the Customer's trademark usage guidelines, if Customer provides them to Sharework. Sharework may share aggregated and/or anonymized information regarding use of the Services with third parties for marketing purposes to develop and promote Services. Sharework never will disclose aggregated and/or anonymized information to a third party in a manner that would identify the Customer as the source of the information or Authorized Users or others personally.

**13.10. Amendments.** Sharework may amend this GTC from time to time, in which case the new GTC will supersede prior versions. Sharework will notify Customer not less than ten (10) days prior to the effective date of any such amendment and Sharework's continued use of the Services following the effective date of any such amendment may be relied upon by Sharework as consent to any such amendment. Sharework's failure to enforce at any time any provision of this GTC does not constitute a waiver of that provision or of any other provision of this GTC.



# Sharework

## Data Processing Agreement

*This Data Processing Agreement for Sharework Services (the “DPA”) details the parties’ obligations regarding the Processing of Personal Information on your behalf (hereinafter “Customer”) as part of the provision of Sharework Services as described in further detail in the Sharework’s General Terms of Service (hereinafter “GTC”). In the event of a conflict between the terms of the GTC and that of this DPA, the terms of this DPA shall prevail.*

*The Customer, as controller, and Sharework, as processor, undertake to respect the Regulation (EU) 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 (“GDPR”) or other data privacy or data protection law or regulation that applies to the Processing of Personal Data under this DPA (such laws collectively with GDPR, “Applicable Data Protection Law”).*

*For the purpose of this DPA the following terms will have the same meaning as assigned under the Applicable Data Protection Law: “Data Subject”, “Process/Processing”, “Personal Information” or “Personal Data”, “Supervisory Authority”, “Controller”, “Processor” and “Binding Corporate Rules” (or any of the equivalent terms).*

### 1. Definitions

“Services” means the product(s) and service(s) that are provided by Sharework to the Customer.

“Data Source” means a business database that is connected or uploaded by Customer to Sharework Services.

“Service Data” means all data produced by Sharework Services.

“CRM Data” means all data within Customer Data Source available to Sharework.

“Processed CRM Data” means CRM Data processed by Sharework Services.

“Customer Data” means the combination of Service Data, CRM Data and Processed CRM Data.

“Trusted Business Partner” means a Customer’s business partner invited to connect via Sharework for data sharing purposes

“Usage Data” means data & information about how the Customer uses the Services

### 2. Purpose of the Processing

Sharework provides Services allowing the Customer to connect a Data Source, process, store and share relevant CRM Data (“Processed CRM Data”) with Trusted Business Partners.

To deliver the Services, Sharework collects, processes and produces Customer Data which may include, without limitation, any information relating to an identified or identifiable natural person (‘data subject’) where an identifiable natural person is one who can be identified, directly or indirectly, in particular by



reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person (such information, “Personal Data”)

<b>Subject</b>	<b>Collected Data</b>	<b>Processing purpose</b>	<b>Storage Time</b>
<i>Service Data - User</i>	Name, Surname Email, Phone	- Identify the Authorized User; - Track the file; - Contact the Authorized User	3 months after the end of the Service or Contract, unless expressly requested by the User
<i>CRM Data - Personal Data of Prospects and Customers of the Customer</i>	Email, Phone	- Generation of non-reversible keys for correspondence from contacts stored in Data Sources, for matching purposes.	Keys for correspondence: 3 months after the end of the Service or Contract, unless expressly requested by the User (No storage of plain data)
	Job titles	- Transmission of the job titles to a User's target company - Job title matching	3 months after the end of the Service or Contract, unless expressly requested by the User
<i>CRM Data - Personal Data of Employees or Collaborators of the Customer</i>	Name, Surname Email, Phone	- Transmission of the contact details of Account Owners to a Designated Third Party	3 months after the end of the Service or Contract, unless expressly requested by the User

### 3. Customer's obligations

The Customer is responsible for complying with its obligations as a controller under this DPA and Applicable Data Protection Law, including the lawfulness of disclosing personal information to Sharework.

The Customer, who collects the Personal Data, remains responsible for informing the persons concerned of the transfer and processing of said data by Sharework, whose responsibility, as subcontractor of the processing, can only be engaged within this limit.



The Customer must document in writing his instructions regarding the processing of personal data to Sharework. The Customer's instructions are reflected in the Contract and this DPA. The User has the right to reasonably provide additional instructions to Sharework. If the exercise of the right to issue reasonable instructions results in disproportionate efforts on part of Sharework which exceed the Services set forth in the Contract or Sharework's duties under Applicable Data Protection Law, Sharework may comply with the instruction for a separate fee in relation to the efforts arising thereof.

#### **4. Sharework's obligations**

Sharework will do its best efforts to:

- process the personal data only on documented instructions from the Customer;
- ensure that employees and contractors authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- considering the nature of the processing, assist the controller by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the Customer's obligation to respond to requests for exercising the data subject's rights. Sharework acknowledges that it is solely the responsibility of the Customer to respond to the requests of the data subjects;
- assist reasonably the Customer in ensuring compliance with the obligations pursuant to security, personal data breach, data protection impact assessment and prior consultation, considering the nature of processing and the information available to Sharework
- make available to the Customer information known and necessary to demonstrate compliance with the obligations laid down in the Article 28 GDPR and allow audits under the conditions set by article 5 of the DPA;
- at the choice of the Customer, communicated to Sharework in writing, delete or return all the personal data to the Customer after the end of the provision of services relating to processing, and delete existing copies unless Union or Member State law requires storage of the personal data;
- notify the Customer without undue delay after becoming aware of a personal data breach. Sharework acknowledges that it is solely the responsibility of the Customer to notify the personal data breach to the supervisory authority competent and communicate the personal data breach to the data subject.

#### **5. Subprocessing**

Sharework is authorized by the Customer to use sub processors for the performance of his contractual obligations, including the processing of personal data, provided that Sharework has concluded a written or electronic agreement with the subcontractor guaranteeing a level of protection equivalent to the level provided for in the DPA and, at the Customer's request that main dispositions of this agreement be communicated to him.

The [list of sub processors is available here](#).

Sharework must inform the Customer of any intended changes concerning the addition or replacement of a sub-processor, it being understood that the Customer may object to such changes if this subcontractor does not comply with GDPR mandatory dispositions, within eight days of being informed. Sharework has implemented and enforces a [Vendor Management Policy](#).

#### **6. Audit rights**

The Customer is entitled to conduct an audit up to once per year to confirm compliance with the relevant controls under this DPA. Such audits and inspections should be a document audit. If this document audit



does not satisfy the Customer, the Customer may conduct an on-site audit, during regular business hours, and without interfering with Sharework's operations, upon at least 30 days prior notice and pursuant to an agreed-upon scope. Each party will bear its own costs in relation to the audit.

If the Customer would like a third party to conduct the audit, the third party must be mutually agreed to by the parties and must execute a written confidentiality agreement acceptable to Sharework.

The audit report or findings shall be confidential information under the Contract and the Customer will provide Sharework with a copy thereof. The Customer may use the audit reports and findings only for the purposes of meeting its regulatory audit requirements and/or confirming compliance with the requirements of this DPA.