

MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT (“**AGREEMENT**”) GOVERNS YOUR FREE TRIAL OF THE SERVICES.

IF YOU PURCHASE OUR SERVICES, THIS AGREEMENT WILL ALSO GOVERN YOUR PURCHASE AND ONGOING USE OF THOSE SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

This Master Subscription Agreement was last updated on October 29th, 2019.

1. DEFINITIONS & INTERPRETATION

1.1. In this Agreement, unless the context otherwise requires:

“Content” means the audio and visual information, documents, software, products and services contained or made available to the Customer in the course of using the Service, excluding Customer Data;

“Customer Data” means any data, information or material provided or submitted by You to the Service in the course of using the Service;

“Data Only Record” means a data record in the Service that relates to a current employee, representative, consultant, contractor or agent of You but which does not have a User license assigned to it;

“Effective Date” means the earlier of either the date specified as Contract Start Date on the “Order Form” this Agreement is accepted by selecting the “I Accept” option presented on the screen after this Agreement is displayed or the date You begin using the Service;

“FinDock Technology” means all of FinDock’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to You by FinDock in providing the Service “Initial Term” means the initial period during which You are obligated to pay for the Service as stated in the Order Form;

“Intellectual Property Rights” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world;

“License Administrator(s)” means those Users designated by You who are authorized to purchase licenses by executing written Order Forms and to create User accounts and otherwise administer Your use of the Service;

“Order Form” means the form evidencing the initial subscription for the Service and any subsequent Order Forms in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this Agreement (in the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail);

“License Term” means the period during which a specified number of Users are licensed to use the Service;

“Salesforce.com” means salesforce.com, inc., a Delaware corporation, having its principal place of business at The Landmark @ One Market, Suite 300, San Francisco, California 94105;

“Salesforce.com Technology” means all of Salesforce.com’s proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to You by Salesforce.com in providing the Service;

“Service Level Standards (SLS)” means the current standard service levels for the support as defined by FinDock unless otherwise agreed in an Order Form;

“User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by You to use a Service, for whom You have purchased a subscription (or in the case of any Services provided by Us without charge, for whom a Service has been provisioned), and to whom You (or, when applicable, We at Your request) have supplied a user identification and password (for Services utilizing authentication). Users may include, for example, your employees, consultants, contractors and agents, and third parties with which You transact business

- 1.2. Clause headings shall not affect the interpretation of this Agreement.
- 1.3. A person includes an individual, corporate or unincorporated body (whether or not having a separate legal personality).
- 1.4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5. Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular and references to one gender shall include the other gender.
- 1.6. A reference to a statute or statutory provision is a reference to it as it is in force from time to time.
- 1.7. A reference to writing or written shall not include faxes and may include e-mail, other than in the case of notices relating to breach, termination or renewal of this Agreement.
- 1.8. Where the words include(s), including or in particular are used in this Agreement, they are deemed to have the words “without limitation” following them.
- 1.9. References to clauses and schedules are to the clauses and schedules of this Agreement; references to paragraphs are to paragraphs of the relevant schedule.

2. LICENSE GRANT & RESTRICTIONS

- 2.1. Subject to You paying all fees set out in Order Forms, FinDock grants You a non-exclusive, non-transferable, worldwide right to use the Service for the License Term, solely for Your own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to You are reserved by FinDock, Salesforce.com and their licensors.
- 2.2. You shall not access the Service if You provide, or intend to provide, any service or functionality which competes with the Service, except with FinDock’s prior written consent. In addition, You shall not access the Service to monitor its availability, performance or functionality, or for any other benchmarking or competitive purposes.

2.3. You shall not:

- 2.3.1. license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way
- 2.3.2. attempt to reverse compile, disassemble, reverse engineer, modify or make derivative works based upon the Service or the Content;
- 2.3.3. access the Service in order to develop a similar or competitive product or service, or a product using similar ideas, features, functions or graphics of the Service, or
(b) copy any ideas, features, functions or graphics of the Service or Content;
- 2.3.4. develop applications for internal use with the Service or attempt to extend the Service by using additional custom objects. Your use of the Service is limited to the objects and functionalities provided in the FinDock Service, and those functionalities of the Salesforce Service strictly necessary for the operation of the Service; or
- 2.3.5. use the Service for any purpose other than those for which it was designed and specifically shall not use it (i) to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws or regulations; (ii) to send or store infringing, obscene, threatening, libelous, or otherwise unlawful material or material which violates the rights of a third party; (iii) to send or store material containing viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) to interfere with or disrupt the integrity or performance of the Service, Content or other data contained therein; or (v) for any other illegal or unlawful purposes, and FinDock reserves the right, without liability or prejudice to its other rights, to disable Your access to any material or aspect of the Service, or the entire Service in the event that it breaches the provisions of this clause 2.

- 2.4. In relation to the Users, You undertake that:
- 2.4.1. the maximum number of Users that You authorize to access and use the Service or the maximum number of Data Only Records that You set up in the Service shall not exceed the number of User licenses/Data Only Records You have purchased from time to time;
 - 2.4.2. You will not allow any User licenses to be shared or used by more than one individual User unless it has been reassigned from time to time to another individual User who is replacing the former User who has terminated employment or otherwise changed job status or function and no longer use the Service; and
 - 2.4.3. each User shall keep a secure password for his use of the Service and that such password shall be kept confidential.

3. YOUR RESPONSIBILITIES

- 3.1. You are responsible for all activity occurring under Your User accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Your use of the Service, including but not limited to those related to data privacy, international communications and the transmission of technical or personal data.
- 3.2. You shall:
 - 3.2.1. notify FinDock immediately of any unauthorized use of any password or User account or any other known or suspected breach of security, confidentiality, or any other provision of this Agreement;
 - 3.2.2. report to FinDock immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by You or Your Users; and
 - 3.2.3. not impersonate another FinDock user or provide false identity information to gain access to or use the Service.
- 3.3. To use the Service You must have access to a Salesforce Environment, of Enterprise Edition or higher.
- 3.4. You will be responsible for maintaining the Customer CRM Org directly with Salesforce.com. If the Customer CRM Org expires or terminates for any reason, You will be responsible for agreeing terms with Salesforce.com to remove all functionality

and content from the Customer CRM Org not required for the Service. In addition, You will be responsible for all settings (including administrator settings) in relation to the Customer CRM Org and how those settings will affect who within Your organization can access the Service.

- 3.5. You permit FinDock to provision, at no additional cost to You, a license to the Service for the FinDock support team in order to provide Support.

4. FINDOCK'S OBLIGATIONS

- 4.1. FinDock undertakes to use all reasonable skill and care in delivering the Service.
- 4.2. FinDock does not warrant that:
 - 4.2.1. Your use of the Service will be secure, uninterrupted or error-free;
 - 4.2.2. that the Service and/or Content will meet Your requirements, or;
 - 4.2.3. the Service or servers used to make the Service available are free of viruses or other harmful components.
- 4.3. Other than as expressly provided in this Agreement, the Service and Content is provided on an "as is" basis and all conditions, representations and warranties, whether express, implied, statutory or otherwise, are excluded to the full extent permissible by law.
- 4.4. FinDock is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and You acknowledge that the Service and Content may be subject to limitations, delays and other problems inherent in the use of such communications facilities.
- 4.5. FinDock will not be responsible for (and shall have no liability for) any loss or damage resulting from the use of the Services in conjunction with or by linking to third party systems.
- 4.6. FinDock warrants that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.
- 4.7. FinDock will provide Support to You in accordance with the Service Level Standard (SLS). Support is only provided for the FinDock developed Functionality within the Force.com managed package.

5. CUSTOMER DATA

- 5.1. To the extent that FinDock processes any Personal Data (as defined in the DPA)

contained in Customer Data, on Customer's behalf, in the provision of the Services, the terms of the data processing addendum at <https://www.findock.com/dpa> ("DPA"), which are hereby incorporated by reference, shall apply and the parties agree to comply with such terms. Signing of an Order Form, shall be treated as signing of the DPA.

- 5.2. FinDock acknowledges that it does not own any Customer Data. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and for obtaining the right to use all Customer Data.
- 5.3. It is Your responsibility to store, maintain and back-up Your Customer Data. The Service is not provided for data back-up purposes. You are also responsible for Your own use of the Customer Data using the Service. FinDock shall not be responsible or liable for the deletion, correction, destruction, damage, loss of or failure to store any Customer Data.
- 5.4. You warrant that You have obtained all rights and consents necessary for FinDock to process the Customer Data in accordance with this Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1. FinDock alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the FinDock Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any other party relating to the Service.
- 6.2. Salesforce.com alone (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the Salesforce.com Technology and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any other party relating to the Salesforce.com part of the Service.
- 6.3. This Agreement does not convey to You any rights of ownership in or related to the Service, the FinDock Technology, the Salesforce.com Technology or the Intellectual Property Rights owned by FinDock and/or Salesforce.com. No right of license is granted for the use of the FinDock name or logo, the Salesforce.com name or logo, and/or the product names associated with the Service.

7. CHARGES AND PAYMENT

- 7.1. All fees and other applicable charges will be as set out on the Order Form.
- 7.2. Unless stated otherwise on the Order Form all fees and charges due will be invoiced in advance and payable within 30 days of the invoice date.

- 7.3. All payment obligations are non-cancellable, and all amounts paid are non-refundable.
- 7.4. You are responsible for paying for all Order Forms for Users/Data Only Records for the entire License Term, whether or not such User accounts are actively used.
- 7.5. A License Administrator may add Users/Data Only Records by executing an additional written Order Form. Added User licenses/Data Only Records shall:
 - 7.5.1. be coterminous with the pre-existing License Term;
 - 7.5.2. be chargeable at the then current, generally applicable license fee charged by FinDock, and;
 - 7.5.3. if requested in the middle of a calendar month, be charged in full for that calendar month.
- 7.6. FinDock's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and You shall be responsible for payment of all such taxes, levies, or duties in addition to the fees.
- 7.7. You agree to provide FinDock with complete and accurate billing and contact information, including Your business name, registered company name, address, and contact details of an authorized billing contact and License Administrator. You shall notify FinDock of any change to this information.
- 7.8. Unless FinDock in its discretion determines otherwise: (i) entities with headquarters and a majority of users resident in the United States will be billed in U.S. dollars (US\$) and subject to U.S. payment terms and pricing schemes; (ii) entities with headquarters and a majority of users resident in Europe will be billed in Euro's (EUR) and subject to Dutch payment terms and pricing schemes; (iii) entities with headquarters and a majority of users resident in the United Kingdom will be billed in Great British Pounds (GBP£) and subject to UK payment terms and pricing schemes; and (iiii) all other entities will be billed in such currency and subject to such payment terms as FinDock shall in its sole discretion determine.
- 7.9. If You believe Your bill is incorrect, You must contact us in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit. Notwithstanding this, You shall not be entitled to set-off or withhold any payments due to FinDock under this Agreement.
- 7.10. In addition to price increases detailed in an Order Form, and other than as stated in the Order Form for the Initial Term, FinDock shall be entitled to increase the fees payable under this Agreement at any time, provided that the increased fees shall only apply to You in relation to Order Forms made on or after the date of the increase, or on renewal of a License Term.

- 7.11. In addition to any other rights it may have, FinDock reserves the right to suspend Your access to the Service if You fail to pay any invoice within 30 days of receiving notice that payment is overdue. Interest of 4% above the base rate of the Dutch Bank shall be payable on any overdue balance. You will continue to be charged for User licenses during any period of suspension.
- 7.12. FinDock reserves the right to impose a reconnection fee in the event You are suspended and thereafter request access to the Service. You agree and acknowledge that FinDock has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if Your account is 30 days or more delinquent.

8. TERM & TERMINATION

- 8.1. This Agreement commences on the Effective Date. The Initial Term will be as you elect during the online subscription process or as otherwise mutually agreed upon in an Order Form, commencing on the date you agree to pay for the Service by completing the online subscription form, or on the start date of the Order Form, unless terminated in accordance with this Agreement.
- 8.2. Thereafter, unless terminated in accordance with this Agreement, the License Term will continue for a period of one year at the then current standard price list.
- 8.3. Either party may terminate this Agreement or reduce the number of licenses, effective only upon the expiration of the then current License Term, by notifying the other party in writing at least forty-five (45) days prior to the expiry of the License Term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination.
- 8.4. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
- 8.4.1. the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if remediable) fails to remedy that breach within 45 days of being notified in writing to do so;
 - 8.4.2. an order is made or a resolution is passed for the winding up of the other party, a provisional liquidator is appointed in respect of the other party, an administration order is made in respect of the other, a receiver is appointed in respect of the other or all or any of its assets, or any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the aforementioned events, or;
 - 8.4.3. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

- 8.5. FinDock may terminate this Agreement with immediate effect by giving written notice to You if;
- 8.5.1. there is a change in control which results in You being controlled by a competitor of FinDock; or
 - 8.5.2. You fail to pay any amount due under this Agreement on the due date for payment and remain in default not less than 30 days after being notified in writing to make such payment.
- 8.6. FinDock may suspend or terminate the Service at any time if the Customer CRM Org expires or terminates for any reason.
- 8.7. FinDock may terminate a free account at any time in its sole discretion.
- 8.8. On termination of this Agreement for any reason:
- 8.8.1. all applicable User licenses and the license granted in clause 2.1 shall immediately terminate;
 - 8.8.2. any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before termination shall not be affected or prejudiced.
- 9. INDEMNIFICATION**
- 9.1. You shall indemnify and hold FinDock, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with:
- 9.1.1. a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party;
 - 9.1.2. a breach of Your representations and warranties in this Agreement; or
 - 9.1.3. a claim arising from the breach by You or Your Users of this Agreement, provided in any such case that FinDock (a) gives written notice of the claim promptly to You; (b) gives You sole control of the defence and settlement of the claim (provided that You may not settle or defend any claim unless You unconditionally release FinDock of all liability and such settlement does not affect FinDock's business or Service); (c) provides to You all available information and assistance; and (d) has not compromised or settled such claim.

- 9.2. FinDock shall indemnify and hold You harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim alleging that the Service directly infringes the Intellectual Property Rights of a third party, provided that You (a) promptly give written notice of the claim to FinDock; (b) give FinDock sole control of the defense and settlement of the claim (provided that FinDock may not settle or defend any claim unless it unconditionally releases You of all liability); (c) provide to FinDock all available information and assistance; and (d) have not compromised or settled such claim.
- 9.3. In no event shall FinDock, its employees, agents and sub-contractors be liable to You pursuant to clause 10.2 to the extent that the alleged infringement is based on:
- 9.3.1. modification of the Service or Content by anyone other than FinDock; or
 - 9.3.2. Your use of the Service or Content in a manner contrary to the instructions given to You by FinDock; or
 - 9.3.3. Your use of the Service or Content after notice of the alleged or actual infringement from FinDock or any appropriate authority.

10. LIMITATION OF LIABILITY

- 10.1. Subject to Clause 10.3 below neither party shall be liable to the other for any: loss of data, revenue, business, or profits, or; any other indirect, punitive, special, exemplary, incidental or consequential damages or losses, (in each case whether direct or indirect and howsoever arising) in any way arising out of or in connection with this Agreement (whether arising from any breach of contract or tort (including negligence), even if such loss was reasonably foreseeable or if one party had advised the other of the possibility of such loss.
- 10.2. Subject to Clause 10.3 below either party's aggregate liability under this Agreement shall not exceed the value of the fees paid or payable from You in the twelve (12) month period immediately preceding the event giving rise to such claim.

- 10.3. Nothing in this Agreement shall be construed so as to limit or exclude the liability of:
- a) either party arising for death or personal injury caused by its negligence;
 - b) either party arising for fraud or fraudulent misrepresentation.

11. LOCAL LAWS AND EXPORT CONTROL

- 11.1. The Service uses software and technology that may be subject to United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies and the export control regulations of Switzerland and the European Union. You acknowledge and agree that the Service shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries to which the United States, Switzerland and/or the European Union maintains an embargo (collectively, “Embargoed Countries”), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders (collectively, “Designated Nationals”). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using the Service, You represent and warrant that the Customer is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all U.S., Swiss and European Union export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required.
- 11.2. The Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.
- 11.3. FinDock and its licensors make no representation that the Service is appropriate or available for use in other locations. If You use the Service from outside the United States of America, Switzerland and/or the European Union, You are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries. Any diversion of the Content contrary to United States, Swiss or European Union (including European Union Member States) law is prohibited. None of the Content, nor any information acquired through the use of the Service, is or will be used for nuclear activities, chemical or biological weapons, or missile projects, unless specifically authorized by the United States government or appropriate European body for such purposes.

12. NOTICE

- 12.1. FinDock may give notice by means of a general notice on the Service, electronic mail to your e-mail address on record in FinDock’s account information, or by written communication sent by first class mail or pre-paid post to your address on record in FinDock’s account information. Such notice shall be deemed to have been given upon

the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email). You may give notice to FinDock (such notice shall be deemed given when received by FinDock) at any time by letter delivered by internationally recognized delivery service or first class postage prepaid mail to FinDock at the following address: FinDock, Meidoornkade 22, 3992 AE Houten, The Netherlands addressed to the attention of the Finance Department.

13. MODIFICATION TO TERMS

- 13.1. FinDock reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service after any such changes shall constitute your consent to such changes.

14. ASSIGNMENT AND CHANGE IN CONTROL

- 14.1. This Agreement may not be assigned by You without the prior written approval of FinDock but may be assigned without Your consent by FinDock to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger.

15. PUBLICITY

- 15.1. FinDock may display Your name and logo on its website identifying You as a subscriber of FinDock.
- 15.2. FinDock may issue a press release identifying You as a subscriber of FinDock.

16. FORCE MAJEURE

- 16.1. Neither party shall be liable in respect of any breach of this Agreement due to any cause beyond its reasonable control including but not limited to act of God, inclement weather, flood, lightning, fire, industrial action, any act or omission of government or any other competent authority, war, military operations, riot or the act or omission of any party for whom FinDock or You (as appropriate) is not responsible.

17. CONFIDENTIALITY

- 17.1. **Definition of Confidential Information.** As used herein, “**Confidential Information**” means all confidential information of a party (“**Disclosing Party**”) disclosed to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, which shall include the existence and terms of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), the Customer Data, the Service, Content, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.
- 17.2. **Confidentiality.** The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party’s prior written permission.
- 17.3. **Protection.** Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care).

- 17.4. **Compelled Disclosure.** If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
- 17.5. **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

18. GENERAL

- 18.1. This Agreement shall be governed by Dutch law without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the Dutch courts.
- 18.2. This Agreement, together with any applicable Order Form, comprises the entire agreement between You and FinDock and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No text or information set forth on any other purchase order, pre-printed form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement.
- 18.3. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.
- 18.4. The failure of FinDock to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by FinDock in writing.

- 18.5. You agree that Your purchase of subscriptions is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by FinDock with respect to future functionality or features.
- 18.6. No joint venture, partnership, employment, or agency relationship exists between You and FinDock as a result of this agreement or use of the Service.

QUESTIONS OR ADDITIONAL INFORMATION:

If you have questions regarding this Agreement or wish to obtain additional information, please send an email to legal@FinDock.com.