



Online Framework Agreement (SaaS and Professional Services)

This Thinkproject Online Framework Agreement is made and entered into as of the Effective Date by and between the company listed in the Commercial Exhibit and its (“**Customer**”) and the Thinkproject entity set out in the Commercial Exhibit (“**Thinkproject**”) (each a “**Party**” and collectively “**Parties**”). In consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Terms

- 1.1. This Agreement governs the Customer’s acquisition and use of the Services. By accepting this Online Framework Agreement via the execution of a Commercial Exhibit that references this Online Framework Agreement the Customer agrees to its terms and conditions.
- 1.2. The following words and expressions shall have the meanings indicated below unless the context requires otherwise.

“Affiliate”	means, with respect to any Party, any other party that: (a) owns or controls such Party; (b) is owned or controlled by such Party; (c) is under common ownership or control with such Party or (d) joint ventures of a Party where two or more parties collaborate on a specific project or business activity. For the purposes of this definition, “own” means direct or indirect ownership of more than fifty (50) per cent. of the equity interest or rights to distributions on account of equity of the Party and “control” means the direct or indirect power to direct the management or policies of the Party, whether through the ownership of voting securities, by contract, or otherwise.
“Agreement”	means this agreement and any Commercial Exhibit referencing this agreement.
“Authorized Users”	means those employees, agents, Affiliates and independent contractors of the Customer who are authorized to use the Services and the Documentation, as further described in Section 2.2 and who has been provided a User Account and/or an authorized access to the Services in accordance with this Agreement.
“Business Day”	means a day other than a Saturday, Sunday or public holiday in the country in which Thinkproject’s registered office is located (as indicated in the Parties Section above).
“Commercial Exhibit”	means the mutually agreed commitment for the Services under this Agreement in the form of a written quote, addendum, Statement of Work, schedule or exhibit referencing this Agreement, or Commercial Exhibit (as appropriate) and agreed by both Parties.
“Confidential Information”	means: (i) the non-public code portions of the Software and any accompanying Documentation; (ii) any business, financial or technical information of either Party communicated to the other in connection with this Agreement, including but not limited to any information relating to such Party’s product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how, and (iii) other information disclosed by either Party that, in the case of (ii) and (iii) at the time of disclosure is disclosed in circumstances of confidence, or would be understood by the Parties, exercising reasonable business judgment, to be confidential.

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“Covered Personnel”	means, in relation to a Party or its Affiliates, its employees, officers, contractors, subcontractors, representatives and advisers.
“Customer Data”	means the data inputted by the Customer, Authorized Users (or Thinkproject on the Customer's behalf) for the purpose of using the Services or facilitating the Customer's use of the Services.
“Documentation”	means the quick start guides, video tutorials, help articles and specifications, online materials and other documents for the SaaS Service, created, owned and maintained by Thinkproject.
“Effective Date”	means the date of the Commercial Exhibit signed by the Parties, or, if the Parties sign on different dates, the date of the last signature.
“Fees”	means the fees payable by the Customer to Thinkproject for Services in accordance with this Agreement, as set out in the Commercial Exhibit.
“Data Protection Laws”	means the data privacy laws and regulations applicable to the Services provided to Customer.
“Subscription Term”	means the period referenced in the Commercial Exhibit as the “Subscription Term”.
Intellectual Property Rights	means any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered)
“Normal Business Hours”	means 8.00 am to 5.00 pm local time in the country in which Thinkproject’s registered office is located (as indicated in the Parties Section above), on a Business Day.
“Personal Information”	means any identifying information processed or collected by Thinkproject pursuant to the agreement, relating to an identified natural person or household; where an “identifiable natural person” means an individual who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to the individuals physical, physiological, mental, economic, cultural or social identity.
“Professional Services”	means the implementation, consulting and/or training of the SaaS Service which is provided by Thinkproject or Thinkproject’s authorized contractor agreed under a Commercial Exhibit.
“SaaS Service”	means the Thinkproject software as a service which includes the subscription to an online platform allowing access to the services provided by Thinkproject to the Customer under this Agreement as more particularly described in the Documentation (including any applicable Service Description) and Technical Support, as described below.
“Scope of Use”	means the specific internal business use case for which the Services are licensed to Customer.
“Services”	means the SaaS Service and Professional Services.
“Service Metric”	means the measurement by which Thinkproject prices and sells an entitlement to the applicable Service as described in the Commercial Exhibit and or in the Commercial Exhibit which entitles the Customer to access and use the Services and the Documentation in accordance with this Agreement.
“Software”	means Thinkproject’s proprietary software in machine-readable object code form only, including any error corrections, updates, upgrades, modifications and enhancements.
“Statement of Work” or “SOW”	means the mutually agreed commitment for the Professional Services stated in the Commercial Exhibit (as appropriate) and agreed by both Parties in the form provided in Schedule 2.
“Technical Support Policy”	means Thinkproject's policy for providing support in relation to the Services as made available at https://www.thinkproject.com/sla/ or such other successor website address as may be notified to the Customer from time to time.
“User Account”	means a unique, non-transferable username and password assigned to an Authorized User which provides the Authorized User access to the SaaS Service.

2. Conditions of the Use of SaaS Service.

- 2.1. Thinkproject hereby grants the Customer and its Authorized Users a limited, non-exclusive, non-sublicensable, non-transferable and revocable (as provided herein) right to access and use the SaaS Service, Software and the Documentation during the Subscription Term. The grant is awarded solely for the Customer in its internal business operations for the scope of use and Service Metric strictly defined in the Commercial Exhibit. The access and the use of the SaaS Service is subject to the Customer purchasing and paying for the SaaS Service and using the same in accordance with the terms and conditions of this Agreement.
- 2.2. Affiliates may be entitled, subject to the terms of this Agreement and if stated in the applicable Commercial Exhibit, to use the SaaS Service, Software and the Documentation. Customer shall be jointly and severally liable for any breach of this Agreement by an Authorized User or by an Affiliate.
- 2.3. The Customer shall use all reasonable endeavours to prevent unauthorized access to, or use of, the SaaS Service and/or the Documentation and, in the event of any such unauthorized access or use, promptly notify Thinkproject.
- 2.4. The Customer may only use the SaaS Service for lawful business purposes. If the Customer does not comply with this requirement, Thinkproject reserves the right, without liability or prejudice to its other rights or remedies, to suspend all or part of the Services immediately during such non-compliance, without any compensation payable. The non-compliance of this provision will be considered as a material breach of the Agreement by the Customer.
- 2.5. The Customer shall not, except as may be allowed by any applicable law which is incapable of exclusion by Agreement between the Parties, and except to the extent expressly permitted under this Agreement:
 - a) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software, the SaaS Service and/or Documentation (as applicable) in any form or media or by any means; or
 - b) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or the SaaS Service; or
 - c) access all or any part of the SaaS Service and Documentation in order to build a product or service which competes with the SaaS Service and/or the Documentation; or
 - d) use the SaaS Service and/or Documentation to provide services to third parties; or
 - e) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the SaaS Service and/or Documentation available to any third party except the Authorized Users.
- 2.6. The Customer may, from time to time during the Subscription Term, purchase additional entitlement to increase its Service Metric in excess of the number set out in the Commercial Exhibit. If such additional Service Metric entitlement is purchased by the Customer part way through the Subscription Term, such fees shall be pro-rated from the date of activation by Thinkproject for the remainder of the Subscription Term.
- 2.7. The SaaS Service may incorporate elements that utilise generative AI technology. Thinkproject will implement reasonable controls to mitigate known AI risks (including content filtering and rate limiting) but cannot guarantee prevention of all erroneous or harmful outputs. To the maximum extent permitted by law: (a) AI outputs are provided “as is” and should be subject to checking; and (b) Thinkproject disclaims all warranties (including accuracy, fitness for a particular purpose, and noninfringement) relating to AI outputs.

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- 2.8. Thinkproject shall ensure that the SaaS Service and Deliverables comply with applicable legislation laying down rules on artificial intelligence and any local implementing acts from their entry into force (“**AI Regulation**”). Thinkproject shall (i) inform the Customer in due time whether any SaaS Service qualify as ‘AI systems’ under the AI Regulation; (ii) identify any provider/operator/user obligations applicable to the Customer (including transparency, documentation and audit obligations); and (iii) use best efforts to support the Customer so the Customer can demonstrate compliance without significant effort, including provision of technical documentation, logs, and reasonable cooperation with assessments, audits, and impact analyses.

3. Audits

- 3.1. Thinkproject reserves the right to audit the Customer’s use of the Services upon ten (10) Business Days’ notice (or a shorter period if Thinkproject has reasonable belief that there has been a breach of the Agreement) to verify compliance with this Agreement and the respective Commercial Exhibit. The Customer shall permit Thinkproject or Thinkproject's designated auditor to audit the Customer’s and its Authorised Users’ use of the SaaS Service to ensure use in accordance with the terms herein. Each such audit may be conducted no more than once per annum (or at any other time if Thinkproject reasonably believes that there is a breach of the terms of this Agreement), at Thinkproject's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the Customer's normal conduct of business.
- 3.2. In the event there is misuse or overuse of the SaaS Service by the Customer, Thinkproject may charge the reasonable audit expenses to the Customer. If Thinkproject identifies or reasonably suspects any misuse or excessive use of the SaaS Service, it may suspend or limit access without liability to protect the integrity and security of the services. Thinkproject will notify the Customer of such action as soon as reasonably practicable and work with the Customer to resolve the issue. Use of the SaaS Service beyond the scope defined in the Commercial Exhibit will constitute a material breach of this Agreement.
- 3.3. If any of the audits referred to in Section 3.1. reveal that the Customer has underpaid Fees to Thinkproject, then without prejudice to Thinkproject's other rights, the Customer shall pay to Thinkproject an amount equal to such underpayment from the date such misuse or overuse commenced as calculated in accordance with the Thinkproject list prices and associated costs at Thinkproject’s discretion within ten (10) Business Days of the date of the relevant audit.

4. Thinkproject obligations and Technical Support

- 4.1. Thinkproject shall make the SaaS Service available as provided at <https://www.thinkproject.com/sla/> or such other successor website address. Thinkproject will provide customer support services during Normal Business Hours in accordance with the Technical Support Policy. Thinkproject may amend the Technical Support Policy in its sole and absolute discretion from time to time except that any such amendments shall not materially alter the support services to the Customer’s detriment. If the Customer wishes to purchase enhanced support services, they need to purchase the premium support which is available from Thinkproject. The rates of the premium support services are detailed separately in the Commercial Exhibit and/or on request from Thinkproject.

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5. Data Protection

- 5.1. Each Party agrees to comply with all applicable data protection laws and regulations in connection Thinkproject's offering of the Services, including without limitation, as applicable, requirement of proper notice and legal basis to send Personal Information to Thinkproject and compliance with the Data Protection Laws.
- 5.2. Thinkproject does not sell, lease, rent or otherwise share for consideration any Personal Information. Thinkproject will maintain appropriate security measures designed to prevent unauthorised access to the Personal Information.
- 5.3. In providing the Services, Thinkproject, its Affiliates or subcontractors may process Personal Information within the European Union, the European Economic Area, Switzerland, and in other countries and territories. Thinkproject's subprocessors are set out at <https://www.thinkproject.com/sub-processors/>.
- 5.4. For Personal Information originating from the European Union and to the extent that Thinkproject stores or processes Personal Information or transfers Personal Information outside the European Union, European Economic Area or Switzerland to any country not deemed by the European Commission as providing an adequate level of protection for Personal Information, the terms of Thinkproject's Data Processing Addendum ("DPA") (located at <https://www.thinkproject.com/dpa>) will apply to such processing and transfer of Personal Information and be incorporated herein by reference unless the Parties have entered into alternative contractual provisions.
- 5.5. Thinkproject shall follow its backup process for Customer Data. In the event of any loss or damage to Customer Data, the Customer's sole and exclusive remedy against Thinkproject shall be for Thinkproject to use reasonable commercial endeavours to restore the lost or damaged Customer Data from the latest back-up of such Customer Data maintained by Thinkproject in accordance with its data restoration process. Thinkproject shall not be responsible for any loss, destruction, alteration or disclosure of Customer Data caused by any third party (except those third parties sub-contracted by Thinkproject to perform services related to Customer Data maintenance and back-up).
- 5.6. The Customer shall own all right, title and interest in and to all of the Customer Data that is not Personal Information and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of all such Customer Data. The Customer may, according to an additional Commercial Exhibit and subject to service availability, purchase an archival service which will provide a copy of the data which is live, in the system, at the time that their contract ends. This archival service will not provide copies of previously backed up data.

6. Third Party Providers

- 6.1. The Customer acknowledges that the Services may enable or assist it to access the website content of, correspond with, and purchase products and services from, third parties via third-party websites and that it does so solely at its own risk.
- 6.2. Thinkproject makes no representation, warranty or commitment and shall have no liability or obligation whatsoever in relation to the content or use of, or correspondence with, any such third-party website, or any transactions completed, and any contract entered into by the Customer, with any such third party.

7. Warranties

7.1. Each Party represents and warrants that:

- (a) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization;
- (b) that the execution and performance of this Agreement will not conflict with other agreements to which it is bound or violate applicable laws applicable to Thinkproject in the countries in which the Services and Software are offered; and
- (c) that the executing persons have the authority to bind their respective parties;
- (d) that it has and will maintain all necessary licenses, consents, and permissions necessary for the performance of its obligations under this Agreement.

7.2. Thinkproject warrants that it shall:

- (a) provide the SaaS Service substantially in accordance with the Documentation during ninety (90) days after the Effective Date ("**Warranty Period**");
- (b) no disruptive or corrupting software that would damage, disable or compromise the security of a Customer's own IT systems will be intentionally or knowingly introduced into the SaaS by Thinkproject or its employees; and

All Professional Services provided under this Agreement will be performed in a good and workmanlike manner. In case of non-conformity, Thinkproject will use its commercial endeavours and at its reasonable expense correct any such non-conformance promptly. Thinkproject will, at its election, promptly repair the Services to resolve any failure of the warranties above, which can be replicated or verified, or replace the Services with alternative solution that provides substantially the same functionality. These remedies will be Customer's exclusive remedy for any failures of these warranties. To invoke these remedies, Customer must provide written notice to Thinkproject within the Warranty Period, expressly outlining the nature of the alleged failure or breach.

7.3. Customer warrants that it has the appropriate rights or consent to pass the Personal Information of its Authorised Users to Thinkproject.

7.4. Thinkproject's obligations at Section 7.2 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to Thinkproject's instructions, or modification or alteration of the Services by any party other than Thinkproject or Thinkproject's duly authorized contractors or agents.

7.5. Thinkproject does not guarantee that:

- a) the Customer's use of the SaaS Service will be uninterrupted or error-free; or
- b) that the Services, Documentation and/or the information obtained by the Customer through the Services will meet the Customer's requirements; or
- c) the SaaS Service will be free from viruses; or
- d) there will not be 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 the Customer acknowledges that the Services and Documentation may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

7.6. The foregoing warranties will be void to the extent that any failure of such warranties is caused by (i) anyone other than a Thinkproject employee modifying the SaaS Service or Software (unless Thinkproject authorizes the specific change in writing), or (ii) non-Thinkproject' service, software, or hardware; or (iii) Customer Applications that are not compliant with the relevant specifications provided by Thinkproject.

- 7.7. Except as expressly stated in this Agreement, Thinkproject makes no warranties, express or implied, including, without limitation, implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.

8. Fees, Payment Terms & Taxes

- 8.1. The Fees for the SaaS Service shall be payable from the commencement of the Subscription Term. Thinkproject shall invoice and the Customer shall pay the Fees on the dates and frequency referred to in the Commercial Exhibit. Unless otherwise agreed in the Commercial Exhibit, the fees for the SaaS Service and any other services, shall be invoiced for the Subscription Term in advance.
- 8.2. Unless otherwise agreed in the Commercial Exhibit, one-off Services or payments (e.g. for configurations, Professional Services or training) shall be invoiced in full upon completion of the agreed Services.
- 8.3. Each invoice is due and payable thirty (30) days after the invoice date unless otherwise agreed in the Commercial Exhibit. To the extent that the Customer requires the issuance of a purchase order before it can make payment, the Customer's delay in issuing the purchase order prior to the due date will not affect the Customer's obligation to pay the applicable charges and interest.
- 8.4. If Thinkproject has not received a due payment it shall remind the Customer by giving notification. If a due payment is not made within fourteen (14) days after this reminder notification, then without prejudice to any other rights and remedies of Thinkproject:
- (a) Thinkproject shall be under no obligation to provide any or all the Services while the invoice(s) concerned remain unpaid and may suspend the Services until payment is received in full;
 - (b) Interest shall accrue on a daily basis on any overdue amounts at an annual rate equal to four percent (4%) above the applicable reference interest rate publicly announced by a reputable international banking institution, such as the European Central Bank (ECB) or any successor thereto. Such interest shall accrue from the due date until the date of full payment, whether before or after judgment.
- 8.5. Once due, all Fees are non-cancellable and non-refundable, except to the extent expressly provided for in this Agreement or under applicable law. All set-up, training Fees as well as any fees for one-off services provided by Thinkproject to the Customer are non-refundable. Payment obligations are not contingent on the Customer's satisfaction with the Services.
- 8.6. The Fees may be adjusted annually based on the inflation rate applicable in the Customer's jurisdiction, as published by a reputable national or international statistical authority.
- 8.7. Purchases of additional usage and/or capacity must be made by submitting a purchase order or written notice to Thinkproject, in accordance with the Commercial Exhibit. The term of any additional usage and/or capacity purchased shall be coterminous with the term of the Commercial Exhibit.
- 8.8. If the Customer exceeds any of its usage rights, Thinkproject shall be entitled to charge the Customer for any additional usage and/or capacity based on the pricing set out in the Commercial Exhibit.
- 8.9. The general payment terms of the Agreement shall govern any purchase order, and any other terms included contained or referenced in a purchase order shall have no effect.
- 8.10. The Customer shall be responsible for and shall pay all taxes (including value added taxes), levies, duties, customs charges, import fees, withholding taxes and any other governmental charges ("**Taxes**") arising out of or in connection with the Services or any Deliverables, except for taxes imposed on Thinkproject's income assets and/or workforce.
- 8.11. All Fees in this Agreement are stated as net amounts exclusive of any Taxes. Thinkproject may charge, and the Customer shall pay, any applicable Taxes in addition to the Fees. Such Taxes shall be paid in full upon receipt of a valid invoice and, where applicable, a valid VAT invoice.

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- 8.12. The Customer shall comply with applicable tax laws and provide accurate tax information (including VAT registration numbers) and any valid exemption or zero-rating documentation. If such documentation is not provided, Thinkproject may apply Taxes at the applicable rate.
- 8.13. If the Customer is required by applicable law to withhold or deduct any Taxes, it shall gross up the payment so that Thinkproject receives the full amount due and shall provide evidence of such withholding to Thinkproject without undue delay.
- 8.14. The Customer shall reimburse Thinkproject for any reasonable costs, expenses, interest, or penalties arising from the Customer's failure to comply with this section or from incorrect or incomplete information provided by the Customer.

9. Customers Obligations

The Customer shall:

- 9.1. immediately inform Thinkproject in writing (including by email) of any danger or suspected danger to data security arising in connection with the provision of the Services; including but not limited to a threat or suspected threat to the service provided by Thinkproject, e.g. through loss of access data or hacker attack;
- 9.2. provide Thinkproject with all necessary co-operation in relation to this Agreement and all necessary access to such information as may be required by Thinkproject to provide the Services, including but not limited to Customer Data, security access information and configuration services. Customer shall ensure that its network and systems comply with the relevant specifications provided by Thinkproject from time to time;
- 9.3. carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, Thinkproject may adjust any agreed timetable or delivery schedule as reasonably necessary and Thinkproject shall not be liable for any failure to deliver any or all of the Services to the extent caused by Customer's delay; and
- 9.4. to the extent permitted by law and except as otherwise expressly provided in this Agreement, solely responsible for procuring, maintaining and securing its network connections and telecommunications links from its systems to Thinkproject's datacentres, and all problems, conditions, delays, delivery failures and all other loss or damage arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

10. Proprietary rights

- 10.1. The Customer acknowledges and agrees that Thinkproject and/or its licensors own all intellectual property rights in the Services and the Documentation. Except as expressly stated herein, this Agreement does not grant the Customer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licenses in respect of the Services or the Documentation. This Agreement does not convey to Customer any interest in or to the Services other than a limited right to use them in accordance with the terms of this Agreement. Nothing herein constitutes a waiver of Thinkproject's intellectual property rights under any law.
- 10.2. All written or oral comments, ideas, suggestions made by the Customer to Thinkproject regarding the Services (including user experience, functionality, and performance of the Services; collectively, "**Feedback**") and any intellectual property associated with Feedback will be owned by Thinkproject and may be freely utilized by Thinkproject without attribution or compensation of any kind to Customer. Feedback shall not include any Customer Confidential Information, and Thinkproject shall not disclose the source of any Feedback.

11. Confidentiality and Non-Disclosure

- 11.1. The provisions of this Section shall not apply to any Confidential Information that:
 - a) is or becomes generally available to the public (other than as a result of its disclosure by the Receiving Party or its Covered Personnel in breach of this Section);
 - b) was available to the Receiving Party on a non-confidential basis before disclosure by the Disclosing Party;
 - c) was, is or becomes available to the Receiving Party on a non-confidential basis from a person who, to the Receiving Party's knowledge, is not bound by a confidentiality Agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Receiving Party;
 - d) the Parties agree in writing is not confidential or may be disclosed; and/or
 - e) is developed by or for the Receiving Party independently of the information disclosed by the Disclosing Party.
- 11.2. Each Party shall keep the other Party's Confidential Information secret and confidential by using the same standard of care to protect the Disclosing Party's Confidential Information as it uses to protect its own Confidential Information, but no less than reasonable care and shall not:
 - a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Agreement ("**Permitted Purpose**"); or
 - b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this section.
- 11.3. A Party may disclose the other Party's Confidential Information to those of its Covered Personnel who need to know such Confidential Information for the Permitted Purpose, provided that:
 - a) it informs such Covered Personnel of the confidential nature of the Confidential Information before disclosure;
 - b) such Covered Personnel are subject to confidentiality provisions no less onerous than the ones set out herein; and
 - c) at all times, it is responsible for such Covered Personnel compliance with the confidentiality obligations set out in this Section.
- 11.4. A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Section, it takes into account the reasonable requests of the other Party in relation to the content of the disclosure.
- 11.5. Each Party reserves all rights in its Confidential Information. No rights, warranties, representations or obligations in respect of a Party's Confidential Information other than those expressly stated in this Agreement are granted to the other Party, or to be implied from this Agreement.
- 11.6. On termination or expiry of this Agreement, each Party may request to the other Party:
 - a) destroy or return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
 - b) erase all the other Party's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
 - c) certify in writing to the other Party that it has complied with the requirements of this Section, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this Section shall continue to apply to any such

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- documents and materials retained by a recipient Party, subject to Section 14 (Termination).
- d) The above provisions of this Section 12 shall continue to apply after termination or expiry of this Agreement for a period of five years from termination or expiry of this Agreement.

12. Indemnification

- 12.1. The Customer shall defend, indemnify and hold harmless Thinkproject against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with the Customer's use of the Services and/or Documentation, provided that:
- Customer is given prompt notice of any such claim;
 - Thinkproject provides reasonable co-operation to the Customer in the defense and settlement of such claim, at the Customer's expense; and
 - Customer is given sole authority to defend or settle the claim.
- 12.2. Thinkproject shall defend the Customer, its officers, directors and employees against any claim that the Customer's use of the Services or Documentation in accordance with this Agreement infringes any third party intellectual property rights including (not exclusively) patents, copyright, trade mark, database right or other intellectual property right, and shall indemnify the Customer for any amounts awarded against the Customer in judgment or settlement of such claims, provided that:
- Thinkproject is given prompt notice of any such claim;
 - the Customer does not make any admission, or otherwise attempt to compromise or settle the claim and provides reasonable co-operation to Thinkproject in the defense and settlement of such claim, at Thinkproject's expense; and
 - Thinkproject is given sole authority to defend or settle the claim.
- 12.3. In the defense or settlement of any claim, Thinkproject may procure the right for the Customer to continue using the Services, replace or modify the Services so that they become non-infringing or, if such remedies are not reasonably available, terminate this Agreement or the respective Commercial Exhibit to which the infringement claim relates on written notice (email is sufficient) to the Customer without any additional liability or obligation to pay liquidated damages or other additional costs to the Customer except for a pro rate refund for any unused period of the term of licensing of the Services from the date of termination.
- 12.4. In no event shall Thinkproject, its employees, agents and sub-contractors be liable to the Customer to the extent that the alleged infringement is based on:
- a modification of the Services or Documentation by anyone other than Thinkproject; or
 - the Customer's use of the Services or Documentation in a manner contrary to the instructions given to the Customer by Thinkproject; or
 - the Customer Data or the content provided by the Customer or developed or provided to Customer as a Deliverable pursuant to written specifications given by anyone other than Thinkproject
 - the Customer's breach of this Agreement or the respective Commercial Exhibit.
- 12.5. The foregoing and the terms of this Agreement states the Customer's sole and exclusive rights and remedies, and Thinkproject's (including Thinkproject's employees', agents' and sub-contractors') entire obligations and liability, for infringement or alleged infringement of any third party patent, copyright, trade mark or database right by Thinkproject.

13. Limitation of liability

- 13.1. The following definitions apply in this section:
- Liability:** every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise; and

- b) **Damage:** any act or omission resulting in one Party incurring liability to the other.
- 13.2. IN NO EVENT, WHETHER IN CONTRACT OR TORT (INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT) SHALL A PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR PRODUCTION, REVENUE OR PROFIT, OR LOSS OF DATA EVEN IF A PARTY HAS KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES.
- 13.3. Except as expressly and specifically provided in this Agreement:
 - a) Thinkproject shall have no liability for any damage caused by errors or omissions in any Customer Data, information, instructions or scripts provided to Thinkproject by the Customer in connection with the Services, or any actions taken by Thinkproject at the Customer's direction;
 - b) Nothing in this Agreement excludes the liability of the Parties for the following types of damages arising under, or related to, this Agreement:
 - (i) for death or personal injury caused by intent or gross negligence;
 - (ii) for fraud or fraudulent misrepresentation;
 - (iii) for any other type of damages in relation to which liability cannot be excluded or limited.
 - c) Each Party's liability for all other damages arising under, or related to, this Agreement (regardless of the type of damages, and whether for breach of contract, breach of warranty, tort or otherwise) will be limited to the amount of Fees received by Thinkproject from the Customer in connection with the Commercial Exhibits under which such damages arose, or to which such damages relate for the previous twelve (12) months.

14. Term and Termination

- 14.1. Unless otherwise terminated in accordance with the provisions of this Agreement, it shall commence on the Effective Date and continue for the Subscription Term at which time it shall terminate automatically without the need for a separate notice of termination.
- 14.2. 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:
 - a) In the event that either Party commits a material breach, of this Agreement or any Commercial Exhibit, and if such breach is capable of remedy, such breach remains uncured for 30 days following receipt of written notice from the non-breaching Party, the non-breaching Party may terminate this Agreement and/or any Commercial Exhibit to which the breach relates by providing written notice of the breaching Party's failure to cure such breach.

If such termination is due to Thinkproject's breach, Thinkproject will refund Customer any unused, pre-paid fees for the respective Services. In the event of Customer's breach, including failure to pay on time, Thinkproject reserves the right to either suspend or terminate Customer's use of the Services or Thinkproject provision of other products or services.

- b) Either Party may, by written notice to the other Party, terminate this Agreement or any Commercial Exhibit in the event such other Party terminates or suspends its business, admits in writing to its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, becomes subject to direct control of a trustee, receiver or similar authority, or becomes subject to any other bankruptcy or insolvency proceedings not dismissed within 60 days.
- 14.3. If this Agreement and the associated Commercial Exhibits are terminated by Thinkproject for material breach by the Customer, all Fees payable by the Customer under this Agreement and the associated Commercial Exhibits shall immediately become due and payable to Thinkproject.

14.4. On termination of this Agreement for any reason:

- a) all rights to use granted under this Agreement shall immediately terminate and the Customer shall immediately cease all use of the Services and/or the Documentation;
- b) each Party shall return and make no further use of any equipment, property, Documentation and other items (and all copies of them) belonging to the other Party;
- c) Thinkproject may destroy or otherwise dispose of any of the Customer Data in its possession unless Thinkproject receives, no later than thirty (30) days after the effective date of the termination of this Agreement, a written request for the delivery to the Customer of the then most recent back-up of the Customer Data. Thinkproject shall use reasonable commercial endeavours to deliver the back-up to the Customer within 30 days of its receipt of such a written request, provided that the Customer has, at that time, paid all fees and charges outstanding at and resulting from termination (whether or not due at the date of termination). Except where Thinkproject is legally obliged to delete such Customer Data, the Customer shall pay all reasonable expenses incurred by Thinkproject in returning or disposing of Customer Data; and
- d) 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 the date of termination shall not be affected or prejudiced. Sections 9 through 12 and any outstanding payment obligations will survive the termination of this Agreement.

15. Professional Services

- 15.1. Thinkproject may provide professional services to the Customer in connection with the implementation, configuration, or optimisation of the Thinkproject Solution, as described in the applicable Commercial Exhibit or Statement of Work. Such services may include, without limitation, implementation support, data migration, integration, project setup, training, or consulting.
- 15.2. Thinkproject shall perform the Professional Services with due skill, care, and diligence, in accordance with generally accepted industry standards. The Customer shall provide Thinkproject with timely access to relevant personnel, systems, and information required for the proper performance of the Professional Services. Any delay or failure by the Customer to provide such access may result in an extension of agreed timelines and/or additional fees.
- 15.3. Any deliverables or materials created as part of the Professional Services (“**Deliverables**”) are provided solely for the Customer’s internal business use in connection with the Thinkproject Solution. Unless expressly stated otherwise in the applicable SOW, all intellectual property rights in the Deliverables and related materials shall remain vested in Thinkproject in accordance with the Intellectual Property Rights clause of this Agreement. The Customer shall receive a limited, non-exclusive, non-transferable licence to use the Deliverables for the duration of its valid subscription term.
- 15.4. Fees for the Professional Services shall be as specified in the applicable Commercial Exhibit. Unless otherwise agreed in writing, the Professional Services shall be provided on a time-and-materials basis and shall be invoiced in advance for packages, upon completion of the relevant milestones, or monthly in arrears. All fees shall be payable in accordance with the Fees and Payment clause of this Agreement. Invoicing for Professional Services shall be separate from, and not contingent upon, the invoicing for the SaaS subscription. Customer shall pay such costs and expenses incurred by Thinkproject in the performance of the Professional Services as agreed between the Parties (acting reasonably) and/or as set out in the SOW.
- 15.5. Any changes to the scope, timeline, or cost of the Professional Services must be agreed in writing between the Parties by means of a change order or updated SOW.

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- 15.6. The provision of Professional Services shall not affect or modify Thinkproject's obligations concerning the SaaS Solution, including its availability, performance, or support commitments, unless expressly stated otherwise in the applicable Commercial Exhibit.
- 15.7. Unless otherwise agreed, each SOW for Professional Services shall commence on its specified start date and continue until completion of the Services or termination in accordance with the Term and Termination clause of this Agreement.
- 15.8. The Customer shall:
 - (a) provide Thinkproject with appropriate access to Customer's designated personnel and appoint a contact person(s) with decision-making authority who will grant access to necessary information/systems and ensure the involvement of relevant departments and personnel (including application owners, architects, or administrators) essential for the successful completion of the Services;
 - (b) provide operational hardware and base operating systems, including but not limited to software, licenses, servers, networking devices, datacenter physical and logical security measures, cables, and other necessary hardware and devices for performance of the Services;
 - (c) represent that it has the appropriate rights to allow Thinkproject to use and/or modify any software or products as part of the Services and warrants that Thinkproject's access to and use of any materials, files, licenses, software, or hardware provided by the Customer to Thinkproject, for the purpose of delivering the Services and any potential Deliverables, will not breach any third-party agreements or infringe the rights of any third parties; and
 - (d) ensure that the systems and data which Customer makes accessible to Thinkproject in the course of the provision of the Services may also be operated or processed by Thinkproject for this purpose.
- 15.9. Thinkproject may use the services of subcontractors to provide the Professional Services and Thinkproject will remain fully responsible for the performance of all subcontractors.

16. Miscellaneous

- 16.1. In the event of any dispute, which cannot be readily resolved within thirty (30) days, the Parties will each escalate the matter to senior management who will meet in person or by telephone within fifteen (15) days of receipt of notice of the dispute, to attempt to resolve the open issues in good faith and collaborative spirit.
- 16.2. Upon request and not more than once in any twelve (12) months, Thinkproject will deliver to the Customer the current insurance policy.
- 16.3. No variation or waiver of any right or remedy related to this Agreement shall be effective unless it is in writing and signed by the parties. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 16.4. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Agreement. If any provision or part-provision of this Agreement is deemed deleted under this **Error! Bookmark not defined**, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.5. Neither Party shall be in breach of this Agreement or otherwise liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for thirty (30) days, the Party not affected may terminate this Agreement by giving not less than fifteen (15) days' written notice to the affected Party.

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- 16.6. The Customer shall not, without the prior written consent of Thinkproject, assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement. Thinkproject may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement, provided that it gives prior written notice of such dealing to the Customer.
- 16.7. During this Agreement and for 6 months after its expiry or termination, neither Party will hire or contract with, either as an employee or an independent contractor (either directly or through a third party), any party's employees or any contractors retained by that Party who were involved in the performance of this Agreement or the provision of the Services within the preceding six-month period. Breach of this Section will constitute a material breach of this Agreement unless the parties agree otherwise in writing.
- 16.8. This Agreement is governed by the laws of the jurisdiction in which the Thinkproject entity entering into this Agreement is registered, excluding its conflicts of laws provisions. Each Party irrevocably agrees that the courts of the jurisdiction in which the Thinkproject entity entering into this Agreement is registered shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).
- 16.9. Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorize either Party to act as agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power)
- 16.10. No third party, whether referenced in this Agreement or otherwise, has any right to enforce the terms of this Agreement.
- 16.11. Unless stated otherwise in an appropriate Commercial Exhibit, the Customer hereby grants Thinkproject a revocable right and license to: (a) use Customer's name to identify Customer as a customer of Thinkproject on Thinkproject's websites, presentations, marketing materials or otherwise (collectively, "Marketing Materials"); and/or (b) Customer's logo to identify Customer as customer of Thinkproject, in Thinkproject's Marketing Materials. Without derogating from the foregoing, following the deployment of the Services, Customer hereby agrees to participate in a case study about Thinkproject and its Services which may be published by Thinkproject in its Marketing Materials.
- 16.12. The Parties are bound by all applicable anti-corruption and anti-bribery laws and regulations, including but not limited to, the United States Foreign Corrupt Practices Act and United Kingdom Bribery Act. Each Party represents, warrants and covenants that it will not cause the other Party to be in breach of their responsibilities through any act. In performing its obligations hereunder, each Party (i) agrees that it has not and will not, directly or indirectly, offer to make, promise, authorize or accept any payment or anything of value, including bribes, gifts and/or donations to or from any public official, regulatory authorities or anyone else for the purpose of influencing, inducing or rewarding any act, omission or decision in order to secure an improper advantage, including to obtain or retain business; and (ii) will comply with all applicable anti-corruption and anti-bribery laws and regulations. Each Party will notify the other Party or its representatives or agents immediately upon becoming aware of any breach under this Section.
- 16.13. Each Party shall, in performing its obligations under this Sales Agreement comply with all applicable anti-slavery laws, statutes and regulations from time to time in force and to which it is subject, including, where applicable, the UK Modern Slavery Act 2015.
- 16.14. As of the date(s) of the Sales Agreement, each Party represents to the other that it is (i) not owned or controlled by, (ii) nor owns or controls, (iii) nor is under common control with (in each case directly or indirectly, individually or in the aggregate) any person or entity (including any director or corporate officer) that is the subject of Sanctions; (ii) not an agency or instrumentality of or an entity owned or controlled by

the government(s) of an Embargoed Country; or (iii) not located organized, or resident in an Embargoed Country, or owned or controlled, directly or indirectly, by any person located, organized, or resident in an Embargoed Country. (b) For the purposes of this Clause, “Sanctions” means any sanctions administered by the U.S. Government (including, without limitation, sanctions administered by the U.S. Department of the Treasury’s Office of Foreign Assets Control), the Government of the United Kingdom, the European Union or any European Union member state, the Government of Singapore, the United Nations Security Council or any other applicable authority (“Sanctions”); and “Embargoed Country” means a country or territory that is the subject of Sanctions or otherwise subject to trade or economic embargoes administered by the Government of the United States, including, Cuba, Iran, North Korea, Russia, Syria, Venezuela, and the Crimea, Luhansk, and Donetsk regions of Ukraine (insofar as such countries remain subject to Sanctions); the Government of the United Kingdom; the European Union or any European Union member state; the Government of Singapore; the United Nations Security Council; or other applicable authority.

- 16.15. This Agreement constitutes the entire Agreement between the Parties and supersedes and extinguishes all previous and contemporaneous Agreements, promises, assurances and understandings between them, whether written, oral or implied, relating to its subject matter. If there is an inconsistency between any of the provisions in the main body of this Agreement and the Commercial Exhibit(s), the provisions in the Commercial Exhibit prevail (if any).
- 16.16. In the event of a conflict between contractual documents, the following order of precedence shall apply:
 - (a) Commercial Exhibit
 - (b) DPA
 - (c) Main Body of the Agreement
- 16.17. Thinkproject may amend this Agreement at any time. The Customer shall be notified of any material changes.
- 16.18. This Agreement may be signed in counterparts, including facsimile or PDF counterparts or electronic signatures, each of which will be a legally binding method of execution of the Agreement.
- 16.19. Any notices under this Agreement will be in writing and sent by certified mail, return receipt requested, by email (if read receipt is received) or by a nationally or internationally recognized overnight delivery service, to the details set out in the Commercial Exhibit.