

TERMS AND CONDITIONS

Capitalised terms have the meaning set out in chapter 4: Definitions

1. Regarding access to and use of the Product

1.1 SaaS product and support services

Subject to the terms of the Agreement, We Connect Data, a company under Belgian law, established at Wiedauwkaai 23S, 9000, Gent registered under BE0650.599.388 (“WCD”) will provide Customer the Product.

In order to be able to use the Product, Customer will have to sign the SAAS Order Form, and register online an administrative user for Customer’s DataScouts™ account.

In consideration for the implementation fee and in accordance with the terms set forth herein, WCD will provide the Customer the Implementation Services.

During the Term, WCD may provide the Customer with updated versions of the Product. For the avoidance of doubt, it is specified that WCD is not obligated to provide any updates to the Product or any part thereof.

Subject to the terms hereof, WCD will provide Customer with

- Product services (“Service Level Terms”) in accordance with the terms set forth in [Exhibit A](#).
- Technical support services (“Support Terms”) in accordance with the terms set forth in [Exhibit B](#).
- Enrichers (“Enrichers”) in accordance with the terms set forth in [Exhibit C](#).

1.2 License restrictions

1.2.1 License by WCD

Subject to the terms and conditions set forth herein and subject to the timely payment of the Fees by the Customer, WCD grants the Customer a renewable, personal, restricted, nonexclusive, non-transferable, non-assignable license, without the right to sublicense during the Term to access and use the Product for the business purposes of the Customer in accordance with the Documentation.

Except as expressly set forth herein, no express or implied license or right of any kind is granted to the Customer regarding the Product or any part thereof, including but not limited to obtain possession of any source code, data or other technical material relating to the Product.

1.2.2 Restrictions

Customer shall not have the right to, directly or indirectly:

- reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Product or any Software by any means whatsoever or disclose any of the foregoing,
- modify, translate, or create derivative works based on the Product or any Software (except to the extent necessary for the Customer’s use of the Product),
- sell, lease, commercialize, rent, distribute, display, license, transfer, provide, disclose or otherwise make available to, or permit the use of or access to, the Product, in whole or in part, to any third party, except as expressly permitted in the Agreement,
- use the Product for timesharing, or on a “service bureau” basis, or consulting purposes or otherwise for the benefit of a third party,
- use the Product in any way that is unlawful, illegal, fraudulent or harmful,
- use the Product in connection with any unlawful, illegal, fraudulent or harmful purpose or activity or

- remove any proprietary notices or labels or circumvent any technical or other protective measures in the Product.

For the avoidance of doubt, it is specified that the Customer is entitled to use the Product with the Customer Data for providing certain consultancy services to a third party.

1.3 Product specific payment terms

If Customer's use of the Product exceeds the Data Packages set forth on the Order Form or otherwise requires the payment of additional Fees, Customer shall be billed for such usage at WCD's then applicable rates and Customer agrees to pay the additional fees in the manner provided herein.

WCD reserves the right to change the Fees or applicable charges and to institute new charges and Fees upon the termination or expiration of the Initial Term or then current Renewal Term, upon thirty (30) days prior notice to Customer (which may be sent by e-mail).

In any event the Fees may be subject to an annual adaptation on January 1st of every year according to the following formulae using the Agoria "refertelonen landsgemiddelde" index or, if the Agoria index is no longer published, the index replacing it or failing such index by another index reflecting the increases of labor cost:

(New Amount) = (Old Amount) X (0.35 + 0.65 x (New Index/Starting Index)).

A negative index shall have no impact on the Fees. WCD has no obligation to inform the Customer in advance of the adaptation.

1.4 Indemnification related to the product

1.4.1 Indemnification by WCD

WCD shall defend and indemnify Customer as specified herein against any founded and well-substantiated claim brought by a third party to extent such Claim is based on an infringement of the Intellectual Property Rights of such third party by the Product in Europe provided that

- WCD is promptly notified in writing of any such Claims,
- WCD is granted sole control of the defence and settlement of such Claim,
- upon WCD's request, the Customer fully cooperates with WCD in the defence and settlement of such Claim, and
- the Customer makes no admission as to WCD's liability in respect of such a Claim, nor does the Customer agree to any settlement in respect of such a Claim without WCD's prior written consent.

Provided these conditions are met, WCD shall indemnify the Customer for the damages and costs incurred by the Customer as a result of such a Claim, as awarded by a competent court of final instance, or as agreed to by WCD pursuant to a settlement agreement.

WCD shall not have any obligation for any Claims resulting from

- portions of components of the Product not supplied by WCD,
- the Product or any part thereof made in whole or in part in accordance with Customer specifications,
- any modification of the Product by the Customer's or a third party acting on behalf of the Customer,
- Customer's use of the Product combined with non-WCD products, processes or materials where the alleged infringement relates to such combination,
- where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or
- Customer's unauthorized use of the Product.

In the event the Product, in WCD's reasonable opinion, is likely to or may become subject of a third party infringement Claim, WCD may, at its sole option and expense,

- replace or modify ((allegedly) infringing part of) the Product so that it becomes noninfringing provided that such modification or replacement contains substantially similar features and functionality as the Product,
- obtain for Customer a license to continue using the Product in accordance with the Agreement, or
- if neither of the foregoing is commercially practicable, terminate the Agreement and Customer's rights hereunder and pay to the Customer an amount equal to a pro rata portion of the prepaid Fees for the remainder of the Term.

The foregoing states the entire liability and obligation of WCD and the sole remedy of the Customer with respect to any infringement or alleged infringement of any Intellectual Property Rights caused by the Product or any part thereof.

1.4.2 Indemnification by Customer

Customer hereby agrees to indemnify, defend and hold harmless WCD, its employees, its officers, affiliates, representatives and contractors against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from

- an alleged violation of the terms set forth herein or otherwise from Customer's unauthorized use of the Product or
- WCD's use of the Customer Data in accordance with the Agreement.

2. Terms and conditions specifically regarding advisory services

2.1 Subject

The description of the Advisory Services, including but not limited to, the context, the scope, milestones, timing, reports and Fees are specified in the Order Form WCD and the Customer signed and accepted.

Parties agree explicitly that WCD is bound by a best-efforts agreement, unless otherwise indicated. Delivery and execution terms are supplied as an indication only. Not matching these periods cannot lead to a compensation of any kind.

2.2 Information

WCD delivers its Advisory Services based upon the information supplied by the Customer. WCD has the right to trust the correctness and completeness of the information supplied by the Customer.

WCD cannot be held responsible for the incorrect execution of the Advisory Services if the execution has been caused by incorrect, incomplete, or overdue information by the Customer.

2.3 Personnel

WCD can decide autonomously which staff will be allocated for the Advisory Services and exchange staff if necessary. WCD staff can never be considered as employees of the Customer.

In accordance with Article 31 § 1 of the law of 24/07/1987, Customer, Customer's staff and agents are not allowed to give any instructions to WCD's staff and shall not yield authority over WCD's staff. Consequences of breaching these obligations are at the expense of the Customer.

WCD and Customer explicitly accept and recognize that the relation between them is a relation between two independent entities. WCD and Customer will fulfill all legal, social, fiscal and commercial obligations that apply to independent entities.

During the term of the Contract and during one (1) year following the termination of the Contract, no Party shall, without written consent by the other Party, hire staff that was involved in the execution of the Advisory Services from the other Party, not actively, directly nor indirectly. Penalty for not respecting the obligation equals the gross annual salary of the involved staff including all fringe benefits and contributions by the employer.

2.4 KMO-Portefeuille

If Customer applies for KMO Portefeuille financing, Customer warrants complete adherence to the selection criteria and procedures published at <https://www.vlaio.be/nl/subsidiesfinanciering/kmo-portefeuille/voorwaarden-voor-subsidie-de-kmo-portefeuille> or any other means that the Vlaamse Overheid decides to use.

3. Terms and conditions regarding both product and advisory services

3.1 Use of customer data

3.1.1 License by customer

Subject to the terms and conditions set forth herein, the Customer grants WCD a nonexclusive, limited, personal, sublicensable license to use, copy, store, transmit and display any and all Customer Data to the extent necessary to provide, maintain and exploit the Product and/or perform the Advisory Services.

3.1.2 Customer responsibilities

Apart from the explicit responsibilities of WCD under the Agreement, Customer shall have the sole responsibility and liability for the Customer Data (including but not limited to the accuracy, quality, integrity, legality, reliability, management, or relevance, of the Customer Data, or granting access thereto).

Although WCD has no legal obligation to monitor Customer's use of the Product and the Advisory Services, WCD reserves the right to remove, edit and/or block any Customer Data at any time, and to immediately limit or restrict Customer's access to any Customer Data or the Product, without any liability and without any prior notification being required, if WCD has reasons to believe in its reasonable opinion that such Customer Data infringes the rights of any third party, has been provided in breach of the Agreement, or any applicable law, or is otherwise unacceptable to WCD.

Customer is solely responsible for any Customer Data that is provided through the Product, and to the maximum extent permissible by law, WCD excludes all liability with respect to any Customer Data.

Customer acknowledges and agrees that:

- Certain features of the Product or the Advisory Services may require access to the Customer Data in order to allow automatic processing of the Customer Data by the Product to the benefit of the Customer (e.g. to generate thumbnails or previews);
- The use of the Ecosystem Publisher module of the Product by the Customer requires Customer Data to be made public within the Ecosystem Publisher network;
- Customer is responsible for ensuring that master copies of the Customer Data are stored on Customer's own systems;

WCD may itself, or allow third parties on its behalf to, scan, analyze, and/or process the Customer Data in an aggregate way, in order to gather/retrieve certain Functional Data. WCD shall be entitled

to use any such Functional Data for any reason it deems fit. Any Functional Data is and shall remain the sole property of WCD, and WCD retains any and all rights, title and interest (including any Intellectual Property Rights) in and to such Functional Data, including all copies, modifications, extensions and derivative works thereof. For the avoidance of doubt, it is specified that WCD shall not provide any Customer Data in a nonaggregated way to any third parties without the prior written consent of the Customer.

Notwithstanding the provisions hereabove, unless access to the Customer Data and/or user accounts is explicitly granted by the Customer, WCD warrants that it, nor any of its representatives, have access to the Customer Data or the user accounts.

3.1.3 Ownership

Any rights, title and interest (including any Intellectual Property Rights) in or to the Product and/or Software, shall at all times remain the sole and exclusive property of WCD and/or its affiliates, or licensors and the Customer shall obtain no rights, title or interest (including without limitation Intellectual Property Rights) in the Product or Software pursuant to the Agreement except the rights expressly granted hereunder.

All Customer Data is and shall remain the property of Customer, and Customer retains any and all rights, title and interest (including Intellectual Property Rights) in and to the Customer Data, including all copies, modifications, extensions and derivative works thereof.

3.2 Confidentiality

Each Party (as the Receiving Party) understands that the other Party (as the Disclosing Party) has disclosed or may disclose business, technical or financial information or knowhow relating to the Disclosing Party's business, products, customers, suppliers or product development plans whether disclosed orally, in writing or in any format or medium and whether prior to or after the Effective Date (hereinafter referred to as Proprietary Information of the Disclosing Party). Proprietary Information of WCD includes but is not limited to any non-public information regarding features, functionality and performance of the Product. Proprietary Information of Customer includes any and all Customer Data.

The Receiving Party agrees:

- to take appropriate precautions to protect such Proprietary Information against theft, damage, loss and any unauthorized disclosure or use of such Proprietary Information,
- to only use such Proprietary Information for the performance of the Agreement,
- not to divulge to any third person any such Proprietary Information without the prior written consent of the Disclosing Party,
- only disclose any Proprietary Information to its employees, officers, directors and consultants who have a strict need to know for the execution of the Receiving Party's obligations set forth herein and who are bound by confidentiality obligations as least as stringent as those set forth herein prior to any such disclosure.

The Disclosing Party agrees that the confidentiality obligations set forth in Section 3.2 shall not apply with respect to any information that the Receiving Party can prove

- is or becomes generally available to the public, or
- was in its possession or known by it prior to receipt from the Disclosing Party, or
- was rightfully disclosed to it without restriction by a third party who was not bound by a confidentiality obligations, or
- was independently developed without use of any Proprietary Information of the Disclosing Party, or
- is disclosed pursuant to the requirements of law, regulation, or court order, provided that the Receiving Party will promptly inform the Disclosing Party of any such requirement and cooperate with any attempt to procure a protective order or similar treatment.

The confidentiality obligations set forth in the Section will survive for five years after the termination or expiration of the Agreement.

3.3 Payment terms

Customer will pay WCD the Fees in accordance with the terms therein. Amounts due are exclusive of all applicable taxes, levies, or duties, and Customer will be solely responsible for payment of all such amounts. All amounts are payable in Euro.

If Customer disputes any portion of an invoice, Customer must contact WCD no later than 1 calendar week after the invoice date on the first billing statement in which the error or problem appeared together with any appropriate information supporting Customer's position, in order to receive an adjustment or credit. Inquiries should be directed to WCD's customer support department via finance@datascouts.eu. In any event, the undisputed portion of an invoice shall be paid as set forth herein.

Invoices by WCD are due and payable by the Customer within thirty (30) calendar days from the invoice date. Any amounts not paid when due shall bear interest at the rate of one and one half percent (1.5%) per month on any outstanding balance, or the maximum permitted by law, whichever is higher, which interest shall be compounded daily as of the due date until receipt of full payment by WCD plus all expenses of collection.

If Customer fails to pay any outstanding amounts within sixty (60) calendar days from receipt of a written payment default notice, WCD may terminate the Agreement or alternatively, in its sole discretion, suspend its obligations and/or the Customer rights granted hereunder by written notice to Customer until full receipt of payment of any such outstanding payments.

3.4 Term and termination

3.4.1 Termination for convenience

Subject to the termination provisions below, the Agreement is for the Initial Term as specified in the Order Form for the Product, and shall be automatically renewed for additional periods of the same duration as the Initial Term (a Renewal Term) (collectively, the Term), unless either Party requests termination at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term.

3.4.2 Termination for cause

In addition to any other remedies it may have, either Party may also terminate the Agreement upon thirty (30) day's notice by written notice if the other Party materially breaches any of the terms or conditions of the Agreement and fails to cure such breach within fifteen (15) calendar days from the date of receipt of such notice by the breaching Party.

Furthermore, WCD shall be entitled to immediately terminate the Agreement (or alternatively suspend its obligations) without prior notice in the event the Customer breaches the license terms hereunder or infringes WCD's Intellectual Property Rights.

3.4.3 Termination for bankruptcy

Either Party may terminate the Agreement by written notice to the other Party, effective as of the date of delivery of such notice, if the other Party becomes the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding or otherwise liquidates or ceases to do business.

3.4.4 Consequences of termination

Upon

- the first request of the Disclosing Party or
- the termination or expiration of the Agreement,

except as otherwise agreed in writing or otherwise stated in the Agreement, each Party will, upon the request of the Disclosing Party, either:

- return all of the Proprietary Information of the Disclosing Party and all copies thereof in the Receiving Party's possession or control to the Disclosing Party; or
- destroy all Proprietary Information and all copies thereof in the Receiving Party's possession or control. The Receiving Party will then, at the request of the Disclosing Party, certify in writing its compliance with the foregoing;

Upon termination for any reason whatsoever of the Agreement:

Customer will promptly pay all Fees and other amounts payable for the full Term, except in the event of a termination by the Customer pursuant to Section 3.4.2 or 3.4.3. in which case the Customer must promptly pay all Fees and other amounts payable hereunder up to the actual termination date;

WCD will make all Customer Data available to Customer for electronic retrieval for a period of thirty (30) days following the termination of the Agreement, but thereafter WCD shall delete any and all stored Customer Data (including any Personal Data).

Upon

- the first request of the Disclosing Party or
- the termination or expiration of the Agreement,

except as otherwise agreed in writing or otherwise stated in the Agreement, each Party will, upon the request of the Disclosing Party, either:

- return all of the Proprietary Information of the Disclosing Party and all copies thereof in the Receiving Party's possession or control to the Disclosing Party; or
- destroy all Proprietary Information and all copies thereof in the Receiving Party's possession or control. The Receiving Party will then, at the request of the Disclosing Party, certify in writing its compliance with the foregoing;

3.5 Warranty and disclaimer

WCD shall use reasonable efforts consistent with prevailing industry standards to maintain the Product in a manner, which minimizes errors and interruptions in the Product and shall perform any Implementation Services in a professional and workmanlike manner.

The Product may be temporarily unavailable due to scheduled maintenance or unscheduled emergency maintenance, performed either by WCD or by third-party providers, or because of other causes beyond WCD's reasonable control, but WCD shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

3.5.1 Warranties by customer

Customer represents, covenants, and warrants that Customer will use the Product only in compliance with all applicable laws and regulations and the terms set forth herein.

3.5.2 DISCLAIMER

EXCEPT AS EXPRESSLY SET FORTH IN THE SECTION AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRODUCT, IMPLEMENTATION SERVICES AND ADVISORY SERVICES ARE PROVIDED "AS IS". WCD MAKES NO (AND HEREBY DISCLAIMS ALL) OTHER WARRANTIES, COVENANTS OR REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, (IMPLIED) WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND SUITABILITY WITH RESPECT TO THE USE, MISUSE OR INABILITY TO USE THE PRODUCT, IMPLEMENTATION SERVICES OR ADVISORY SERVICES. WCD DOES NOT WARRANT THAT THE PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT

MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE PRODUCT OR ANY IMPLEMENTATION SERVICES.

3.5.3 Warranties by WCD

WCD confirms and certifies that the technologies used in the Product do not violate any Intellectual Property Rights; thus, that WCD fully owns/licenses the related technologies or that WCD does not violate any existing ones.

3.6 Limitation of liability

3.6.1 Indirect damages

To the maximum extent permitted by law, Parties and their suppliers exclude any and all liability (whether in contract, warranty or tort or any other theory) to the other Party or any third person for any indirect, exemplary, incidental, special or consequential damages (including but not limited to any loss, inaccuracy or corruption of data or costs of procurement of substitute goods, services or technology, loss of profits, loss of business, reputational damages or opportunity loss) arising out of or relating to the Agreement, even if Parties have been notified of the possibility of such damages.

3.6.2 Direct damages

Without prejudice to Section 3.6.1, WCD's aggregate liability arising out of or in connection with the Agreement, whether in contract, warranty, tort or otherwise, shall not exceed the total Fees (excl. taxes) paid by the Customer to WCD during the twelve (12) month period preceding the date of the act that gave rise to WCD's liability, whether or not WCD has been advised of the possibility of such damages.

3.7 Data Protection

In the event that WCD would process any Personal Data on the Customer's behalf in the execution of the Agreement, the Parties record their intention that the Customer shall act as the Data Controller and WCD shall act as a Data Processor and in any such case:

The Customer acknowledges and agrees that such Personal Data may be transferred or stored in Belgium and/or in any other country in the European Union in order to carry out the Product and Advisory Services and WCD's other obligations under the Agreement. The transfer and storage will be in accordance with the applicable Belgian and European privacy legislation;

In accordance with the foregoing, the Customer explicitly grants WCD its permission to

- store such Personal Data within the European Union, and
- use such Personal Data to allow Customer to make use of the Product and the provision and exploitation of the Product by WCD and the Advisory Services;

The Customer shall ensure that the Customer is entitled to transfer the relevant Personal Data to WCD, so that WCD may lawfully use, process, store and transfer the Personal Data in accordance with the Agreement on the Customer's behalf;

The Customer shall ensure that the relevant third parties (such as the data subjects) have been informed of, and have signed the appropriate legal mechanisms to, for such use, processing, storage and transfer as compliant with applicable data protection legislation and industry standards;

WCD shall process the Personal Data in accordance with the terms of the Agreement and any lawful and documented instructions given by the Customer from time to time;

The Customer authorizes WCD to use subcontractors for the processing of Personal Data in accordance with the Agreement but WCD shall not enlist another processor or replace a processor without the authorization of the Customer;

Any employees, consultants, agents or other staff members of WCD that are granted access to any Personal Data shall be bound by an appropriate confidentiality obligation;

WCD agrees to make any information available to the Customer to demonstrate its compliance with the provisions herein and shall contribute to an audit by the Customer or a third party auditor appointed by the Customer upon reasonable notice for the purposes of assessing WCD's compliance with the provisions herein;

Each Party shall take appropriate technical and organizational measures appropriate to the potential risks against unauthorized or unlawful processing of the Personal Data or its accidental loss, destruction or damage and WCD shall notify the Customer without undue delay becoming aware of any data breach.

3.8 Miscellaneous

3.8.1 Severability

If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable.

3.8.2 Non-assignable

The Agreement is not assignable, transferable or sub-licensable by Customer except with WCD's prior written consent. WCD may transfer and assign any of its rights and obligations under the Agreement without Customer's consent.

3.8.3 Waiver

No failure or delay by a Party hereto in exercising any right, power or remedy under the Agreement, and no course of dealing between the Parties hereto, shall operate as a waiver of any such right, power or remedy of the Party.

3.8.4 Force majeure

In the event that any Party is prevented from performing or is unable to perform any of its non-monetary obligations under the Agreement due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, telecommunications, network, computer, server or Internet downtime, or any other cause beyond the reasonable control of the Party invoking the Section, and if such Party shall have used reasonable efforts to mitigate its effects, such Party shall give prompt written notice to the other Party, its performance shall be excused, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences (or such longer period as is required as reasonably demonstrated by the affected Party).

3.8.5 Entire agreement

The Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement.

3.8.6 Modifications

The terms and provisions of the Agreement may be modified or amended only by written agreement executed by a duly authorized representative of both Parties.

3.8.7 No agency

No agency, partnership, joint venture, or employment is created as a result of the Agreement and Customer does not have any authority of any kind to bind WCD in any respect whatsoever.

3.8.8 Recovery of costs

In any action or proceeding to enforce rights under the Agreement, the prevailing Party will be entitled to recover costs and attorneys' fees.

3.8.9 Notices

All notices under the Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by e-mail; two days after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

3.8.10 Survival

All sections of the Agreement which by their nature should survive termination will survive termination, including but not limited to Sections 3.1.3, 3.2, 3.4, 3.5, 1.4, 3.6, 3.8.10, and 3.8.11.

3.8.11 Applicable law and jurisdiction

The laws of Belgium without regard to its conflict of laws provisions shall govern the Agreement. Parties shall first try to settle any dispute between them amicably and in good faith negotiations, within a thirty-day period.

Any dispute with respect to the validity, interpretation or execution of the Agreement will be finally settled by the competent courts of Gent.

4 Definitions

- Agreement: the signed SAAS Order Form for the Product or the Advisory Services Order Form including the Exhibits thereto.
- Advisory Services: Consultancy services and reports provided by WCD to Customer based upon analytics, advice and implementation plans whether or not in conjunction with a Product implementation.
- Claim: founded and well-substantiated claim brought by a third party
- Customer: Legal Entity as can be identified on the signed Order Form.
- Customer Data: all non-public data, information or materials provided by Customer to WCD to enable the provision of the Product or the Advisory Services;
- Data Controller: the physical or legal person, which, alone or jointly with others, determines the purposes and means of the processing of Personal Data;
- Data Package: the combination of Sources and Enrichers that Customer has ordered through the SAAS Order Form and which define the number of actors that can be enriched.
- Data Processor: the natural or legal person, public authority, agency or other body which processes Personal Data on behalf of the Data Controller;
- Disclosing Party: party making Proprietary Information available to the Receiving Party
- Documentation: all documentation provided by WCD to the Customer relating to the Product or any part thereof;
- Ecosystem: the ecosystem(s) for which the Customer is entitled to use the Product;
- Effective Date: the date mentioned on the Order Form which indicates the start date of the agreement between WCD and Customer.
- Enricher: functionality of the Product which combines a specific number of Sources in order to add information from the Sources to a specific actor.
- Fees: fees specified on the Order Form for either the Product, the Implementation Services or the Advisory Services respectively;
- Functional Data: any functional learnings resulting from the analysis or processing of any Customer Data in an aggregated way by WCD;
- Implementation Services: services stated on the Order Form required to adapt the Product to the specific requirements of Customer
- Initial Term: first term of the Product Agreement as indicated on the Order Form starting on the Effective Date.
- Intellectual Property Rights: any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights, know-how; (d) patents,

patent rights, and industrial property rights; (e) layout design rights, design rights, (f) trade and business names, domain names, database rights, rental rights and any other industrial or intellectual proprietary rights or similar right (whether registered or unregistered); (g) all registrations, applications for registration, renewals, extensions, divisions, improvements or reissues relating to any of these rights and the right to apply for, maintain and enforce any of the preceding items, in each case in any jurisdiction throughout the world;

- License: a renewable, personal, restricted, non-exclusive, non-transferable, nonassignable license, without the right to sublicense during the Term, to access and use the Product for the business purposes of the Customer in accordance with the Documentation;
- Order Form: the Order Form entered into between the Customer and WCD for the use of the Product or the Advisory Services duly signed by both Parties' representatives;
- Personal Data: means any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person;
- Product: DataScouts™ Platform – to automatically & continuously harvest information and to visualize, monitor & benchmark the evolution of the portfolio of actors;
- Proprietary Information: business, technical or financial information or knowhow relating to the Disclosing Party's business, products, customers, suppliers or product development plans whether disclosed orally, in writing or in any format or medium and whether prior to or after the Effective Date
- Receiving Party: party receiving Proprietary Information from the Disclosing Party
- Renewal Term: each consecutive term following the Initial Term for additional periods of the same duration as the Initial Term
- Software: means the underlying software of the Product in both source code and object code forms, including but not limited to any and all modules, applications, performances, data, databases, improvements, corrections, modifications, design and architecture, function specifications, analysis and performance information, updates, enhancements, routines and sub routines thereof and all source and other preparatory materials relating thereto, including but not limited to user requirements, functional specifications and programming specifications, ideas, principles, algorithms, flow charts, logic, logic diagrams, orthographic representations, file structures, coding sheets, coding;
- Sources: data providers used by the Product to enrich actor profiles. The use of the data retrieved through these enrichers is governed by the terms and conditions of the Sources.
- Term: Initial Term and consecutive Renewal Term(s)

Exhibit A Service Level Terms

Obligations of WCD with regard to the DataScouts™ hosting service.

A. SECURITY

WCD shall establish and maintain safeguards and controls against the destruction, loss, or alteration of Customer Data; establish and maintain safeguards against unauthorized access to the hosting infrastructure and Customer Data; and establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Product.

B. INTRUSION DETECTION

WCD will maintain an intrusion detection system (“IDS”) designed to detect malicious behaviours that can compromise the security of the hosting infrastructure and the Product. This includes network attacks against vulnerable services, data driven attacks on WCD Services, host based attacks such as privilege escalation, unauthorized logins and access to sensitive files, and viruses.

C. BACK - U P S

WCD will back up all of the Customer Data on a daily basis onto electronic storage medium.

Customer Data that has been backed up will be encrypted in transit and stored securely. Backups will be performed as follows:

1. daily backups will be completed and retained for 7 days,
2. weekly backups will be completed and retained for 5 weeks and
3. monthly backups will be completed and retained for 3 months.

D. DISASTER RECOVERY

WCD will maintain a disaster recovery plan that documents the procedures to follow in the event of a disaster that is expected to result in an extended interruption in the Hosting Services.

E. PERFORMANCE GUARANTEES

For the purpose of the Section, “Available” shall mean that the Product is operational and is available to communicate with the Internet in WCD’s server location.

During the Term, the Product shall be Available at least 99.9% of the time, as measured on a calendar month basis by WCD (the “Uptime Commitment”). WCD is entitled to announce a planned downtime for the purpose of performing an upgrade or a scheduled maintenance (“Planned Downtime”). Such Planned Downtime will not be considered as a lack of availability to assess compliance with the Uptime Commitment.

In the event WCD fails to meet the Uptime Commitment, the Customer’s sole and exclusive remedy for such failure shall be the extension of the Term by one (1) week at no incremental cost.

The Uptime Commitment shall not apply to the extent that the failure to achieve the Uptime Commitment is due to

1. circumstances caused by factors outside of WCD’s reasonable control, including any force majeure or internet access or related problems beyond the demarcation point of WCD,
2. any negligence or misuse of the Product by the Customer,
3. Customer’s equipment, software or other technology and/or third party equipment, software or other technology.

Any downtime due to an upgrade implementation will not take longer than two (2) hours biweekly and will happen at a regularly scheduled time during the following period: Saturdays or Sundays only, between 6am and 12pm CET (the “Maintenance Window”).

The actual scheduled downtime for upgrade implementation will in principle not exceed thirty (30) minutes. WCD shall notify Customer of any Planned Downtime that is expected to be over one (1) hour, at least two (2) weeks before it occurs. In exceptional cases where it would be impossible to schedule the upgrades or maintenance during the Maintenance Window, WCD will inform the Customer of such exceptional intervention at least two (2) weeks in advance.

For the avoidance of doubt, it is specified that WCD shall be entitled to announce a Planned Downtime at any time, even outside the Maintenance Window, without any prior notification provided that such Planned Downtime is deemed necessary by WCD in its sole discretion to perform any urgent maintenance or upgrade to the Product.

Exhibit B – Support Terms

For the purpose of the Exhibit B, the following definitions shall apply:

“Incident” shall mean in general each report, question, request, complaint or observation about the Product or any part thereof, within the scope of the Agreement, in particular each production call raised in the WCD helpdesk about perceived incorrect behaviour of the Product or its infrastructure.

The Customer may contact WCD to report any Incidents. WCD will provide Technical Support to Customer via both telephone and e-mail on weekdays during the hours of 9AM through 6PM CET, with the exclusion of public holidays (“Support Hours”).

Customer may initiate a helpdesk ticket during Support Hours by emailing support@datascouts.eu.

WCD will use commercially reasonable efforts to respond to all Helpdesk tickets within one (1) business day. Provided the Customer has provided WCD with the required access and assistance in a timely fashion, WCD shall use its commercially reasonable efforts to investigate and rectify an Incident reported to WCD. Such reasonable efforts include all efforts that a reasonable person in the position of WCD would use so as to investigate and rectify such Incident but do not include taking any actions that would, individually or in the aggregate, cause WCD to incur costs or suffer any other detriment, out of reasonable proportion to the benefits of WCD under the Agreement.

The type of data package selected in the SAAS Order Form, determines the Enrichers and Sources that are used.

DataScouts provides the data through these Enrichers “as is” without any warranty for their completeness and correctness at the Sources level. The use of the data retrieved through these Enrichers is governed by the terms and conditions of the Sources.

The Customer acknowledges that CrunchBase data will only be made available within the Product and leveraged in calculating growth scores and ranks. CrunchBase data will not be made downloadable via exports (i.e. csv format) or shared via API with 3rd party platforms. The CrunchBase data will not be transferred to or become ownership of the Customer but can be used to the fullest extent to monitor actor progress via the Product. Regarding funding information, the Product will display aggregated funding information (total number of funding rounds and total amount of funding raised) as well as new funding rounds.

Exhibit C - Enrichers

In order for DataScouts™ to automatically & continuously harvest the most accurate information and to visualize, monitor & benchmark the evolution of the portfolio of actors linked to the Customer, DataScouts™ uses various Enrichers.

The type of data package selected in the SAAS Order Form, determines the Enrichers and Sources that are used.

DataScouts provides the data through these Enrichers “as is” without any warranty for their completeness and correctness at the Sources level. The use of the data retrieved through these Enrichers is governed by the terms and conditions of the Sources.

The Customer acknowledges that CrunchBase data will only be made available within the Product and leveraged in calculating growth scores and ranks. CrunchBase data will not be made downloadable via exports (i.e. csv format) or shared via API with 3rd party platforms. The CrunchBase data will not be transferred to or become ownership of the Customer but can be used to the fullest extent to monitor actor progress via the Product. Regarding funding information, the Product will display aggregated funding information (total number of funding rounds and total amount of funding raised) as well as new funding rounds.