

**FOVEA IP OFFLINE SERVICES - GENERAL TERMS AND CONDITIONS**

**ARTICLE 1. DEFINITIONS & INTERPRETATION**

- 1.1.** Unless the context otherwise requires, the words and expressions used in the Agreement (as defined hereunder) shall have the meanings set out hereunder:
- 1.1.1. *“Agreement”* means the present General Terms and Conditions, including the specific provisions applicable to each specific category of Services (offline searching services and watching services) annexed hereto and any other agreed terms between the Parties for the performance of the Services ordered by the Client.
- 1.1.2. *“Business Day”* means a day which is not a Saturday, a Sunday or a bank holiday in Belgium.
- 1.1.3. *“Client”* means the individual or legal entity purchasing any of our Services.
- 1.1.4. *“Confidential information”* means all information (i.e. trade secrets, processes, methods or techniques, commercial secrets and know-how, proprietary data, such as compilations, undisclosed or unpublished intellectual property, pricing, technology and product information, business and any other proprietary or confidential information) of a Party (*“Disclosing Party”*) disclosed to the other Party (*“Receiving Party”*), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.
- 1.1.5. *“Database Licensing”* is a service to be negotiated on a case by case basis for which the present terms do not apply.
- 1.1.6. *“Data Protection Laws”* means all data protection and privacy laws, rules and regulations applicable to a Party and binding on that Party in the performance of its obligations under this Agreement, including the Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (*“GDPR”*).
- 1.1.7. *“FOVEA IP”* (or *“IPsensus”* or *“Bogars”*) is a company incorporated under Belgian laws, with registered number 780.625.712, whose registered office is located at Rue de Stalle, 140A, 1180 Brussels (Belgium).
- 1.1.8. *“General Terms and Conditions”* mean the present general terms and conditions.
- 1.1.9. *“Offline Searching Services”* mean the Services which are not provided through the Site, including (i) searches of trademarks, patents, industrial designs and other intellectual property rights but excluding (ii) Watching of trademarks, industrial designs, owners and others and (iii) Database Licensing.
- 1.1.10. *“Party”* means the Client or us (as appropriate) and *“Parties”* shall mean both of them.
- 1.1.11. *“Reports”* mean any and all reports prepared by us on the Client’s request and /or order.
- 1.1.12. *“Representatives”* mean any subsidiaries, affiliates, directors, officers, employees, subcontractors or similar or other agents of a Party.
- 1.1.13. *“Services”* mean the range of offline (including Watching) services that are ordered by or made available to the Client by us, as fully described on the Site.
- 1.1.14. *“Site”* refers to the website accessible at: <https://www.foveaip.com>.
- 1.1.15. *“Watching”* of trademarks, industrial design, owners and others means the Services which are not or partly provided through the Site and which refer to regular searches through the latest published applications worldwide for marks (visually or phonetically) that are the same or confusingly similar to other trademarks, designs, etc., submitted by the client and are applied for same or similar goods/services and might be considered as ‘confusingly similar’ by a court and should not for this reason, be registered.
- 1.1.16. *“We”* (or *“us”* or *“our”*) means FOVEA IP.
- 1.2.** Unless the context otherwise requires, in the Agreement:

- 1.2.1. The singular includes the plural and vice versa, and each gender includes the other gender.
- 1.2.2. References to numbered articles are references to the relevant article in the same document, unless otherwise specified.
- 1.2.3. Reference to a statutory provision or law includes a reference to that statutory provision or law as amended, extended or applied by or under any other statute or law after.
- 1.2.4. The titles and headings are for convenience only and shall not affect the interpretation of the provisions.
- 1.2.5. The words “herein”, “hereof”, “hereunder”, “hereby”, “hereto”, “herewith” and words of similar import refer to the same document as a whole and not to any particular clause, paragraph or other subdivision.
- 1.2.6. All periods of time set out in the Agreement shall be calculated from midnight to midnight. They shall start on the day following the day on which the event triggering the relevant period of time has occurred. The expiration date shall be included in the period of time. If the expiration date is not a Business Day, the expiration date shall be postponed until the next Business Day.

## **ARTICLE 2. SCOPE & PURPOSE**

- 2.1. The General Terms and Conditions apply to all our Services and offers of Services, notwithstanding contradictory provisions appearing on order bills or other documents sent out or otherwise used by the Client which are hereby explicitly rejected.
- 2.2. By ordering, the Client expressly recognizes that he has knowledge of and that he accepts the present General Terms and Conditions unconditionally, including our specific terms and conditions applicable to the relevant services ordered. In case of contradiction, the specific terms and conditions shall prevail.

## **ARTICLE 3. DURATION**

- 3.1. The initial term of the Agreement shall commence on the start date specified therein, provided it is signed by both Parties, and continue for a period of twelve (12) months, save as otherwise provided for in the Agreement (“Initial Term”). Thereafter, the Agreement shall automatically renew for subsequent one (1) year periods (“Renewal Term”) unless either Party gives the other written notice of termination at least sixty (60) days prior to the end of the Initial Term or Renewal Term, as the case may be.
- 3.2. Notwithstanding article 3.1, any Service may be terminated by the Parties at any time by mutual agreement. In addition, the Agreement may be terminated prior to its expiration under the following terms and conditions:
  - 3.2.1. By either Party, effective immediately, if the other Party should file a petition for bankruptcy, be declared bankrupt, become insolvent, make an assignment for the benefit of creditors, go into liquidation or receivership, or otherwise lose control of or cease to do business;
  - 3.2.2. By either Party, in the event that the other Party is in material breach of the Agreement, and shall have failed to cure such breach within thirty (30) days of receipt of written notice thereof from the first Party;
  - 3.2.3. By either Party in the event of force majeure (as further described in Article 10.2) that lasts more than sixty (60) days.
- 3.3. If termination of the Agreement occurs due to a breach by a Party (articles 10.12 and 10.13 excluded), the Party at fault shall pay the other Party a lump sum equal to 30% (thirty percent) of the price agreed for all the related Services subscribed by the Client.
- 3.4. All provisions relating to proprietary rights, confidentiality and non-disclosure, indemnification and limitation of liability shall survive the completion of the Services or any earlier termination, expiration or rescission.

## **ARTICLE 4. PRICE AND PAYMENTS**

- 4.1. Price and fees charged to the Client are those indicated on the Site at the time of the order which may be updated from time to time or in writing by us. Our prices and fees do not include any applicable taxes, duties, levies, imposts, assessments or other charges of whatever nature, which are the responsibility of the Client.
- 4.2. Except as otherwise agreed in writing (including in our specific terms and conditions), each of our invoices shall be paid within thirty (30) days starting on the first of the month following the date of invoice.
- 4.3. Any amount not paid on the due date shall automatically entail the payment by the Client of an interest at rate of 1% (one percent) per month started. In addition, a lump sum of 10% (ten percent) of the amount invoiced with a minimum of € 250 (two hundred fifty euro) shall be due automatically and without previous formal notice as irreducible damage.
- 4.4. Failure to pay a single invoice at its due date makes all other invoices automatically payable, and authorizes us to suspend all Services, invoke the exception of non-execution and/or the right to set off.
- 4.5. If the credit of the Client deteriorates, we reserve the right, even after partial execution of the Services, to require from the Client such reasonable guarantees as we may think appropriate for the satisfactory fulfilment of the Client’s engagements. The refusal of the Client to comply with such request shall be regarded as a major breach which shall entitle us to terminate the Agreement and the Services immediately.

## ARTICLE 5. PROVISION OF THE SERVICES AND LIMITATION OF USE

- 5.1. **Provision of the Services.** We shall provide the Services described on the Site or in writing, as they may occasionally be amended or modified as foreseen in the Agreement.
- 5.2. **Changes to the Services.** We may at any time and in our sole discretion: (i) without prior notice, add or change minor features and functionalities of our Services, (ii) with a prior notice of two (2) months, substantially modify and/or suspend and/or cease providing any specific part of our Services. The Client is entitled, within fifteen (15) days as from the date of notification of any substantial modification of any used Services, to notify us of his decision to immediately terminate his use of the relevant Services. In such case, the Client shall only pay the related Services actually rendered prior to our reception of the Client's decision and reimbursement, if any, shall be made within ninety (90) days after our reception of the Client's decision. Usage of the Services after that the modifications become effective implies full acceptance of such modifications by the Client.
- 5.3. **Usage of the Services.**
- 5.3.1. The Client will not use any Services (including any attempts to do so) through any automated tools (including software and/or hardware), functions, services or otherwise (including scripts or web crawlers).
- 5.3.2. Unless otherwise specifically provided herein, content, information, data and Reports provided by us may not be copied, duplicated, distributed or otherwise disseminated to any third party without our prior written consent. Nevertheless, if the Client acts on behalf of a client, who has requested such search or information (The Client's Client) the Client can share the information retrieved from the Services with the Client's Client (and such Client's Client's advisors or consultants).
- 5.3.3. Under no circumstances can the Client sell any content, information and data retrieved from the Services without our prior written consent, except to the Client's Client.
- 5.3.4. Under no circumstances will the Client use or make usage of any content, information and data retrieved from the Services to engage in unfair or deceptive practices.
- 5.3.5. It is strictly forbidden for the Client to download any portions of any proprietary or non-proprietary databases provided on the Site. The use of any robotic or otherwise automated modes of query generation and information retrieval is also expressly prohibited.
- 5.3.6. The Client agrees and warrants not to circumvent, disable or otherwise interfere with security-related features of the Site or features that prevent or restrict use or copying of any content or enforce limitations on use of the Site or the content therein.

## ARTICLE 6. PARTIES RESPONSIBILITIES

- 6.1. The Client represents and warrants the veracity and accuracy of the information provided to us, either online or offline.
- 6.2. The Client is solely responsible for (i) the timely preparation, delivery, accuracy and completeness of all required documentation and information provided to us in connection with the Services and (ii) the consequences of any instructions that are given to us.
- 6.3. We shall use our best endeavors to keep the Client's information safe and confidential. These will only be used to manage the customer relationship and provide the Services ordered. In no event shall we give, rent or sell this information to another company for any use or purpose.

## ARTICLE 7. CONFIDENTIAL INFORMATION

- 7.1. **Confidentiality.** Except with the Disclosing Party's prior and express written permission, the Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose which is not allowed by the present General Terms and Conditions. Under no circumstances may the Client (i) disclose to any of our competitor(s) our Confidential Information or (ii) copy or show to any of our competitor(s) the content or extent of any of our services.
- 7.2. **Protection.** Each Party agrees that it will retain and preserve the other Party's Confidential Information in strict confidence and that it will take all necessary measures to avoid unauthorized use or disclosure of such Confidential Information. In no event shall either Party exercise less than reasonable care in protecting the Confidential Information. Each Party agrees  
(i) that it shall not disclose any part of the Confidential Information to any person or entity other than its Representatives, unless the Disclosing Party's has given its prior written consent and (ii) to take all reasonable steps to assure that none of its Representatives uses or discloses any part of the Confidential Information in violation of these Terms and Conditions. Each Party shall be solely responsible for any violation of article 7 by its Representatives.
- 7.3. **Compelled Disclosure.** If the Receiving Party is compelled by law, court judgment or arbitral award to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. The Receiving Party shall in any case disclose only the portion of the Confidential Information that is legally required to be disclosed.
- 7.4. **Return of Confidential Information.** Upon completion or termination of the Services, or at any time upon the written request of either Party, the other Party shall immediately (i) cease using the Confidential Information, (ii) return any Confidential Information (including information in computer software or held in electronic storage media) and (iii) destroy any notes or personal memoranda which includes or refers to such Confidential Information.

- 7.5. **Remedies.** If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this article 7, the Receiving Party shall automatically, without the need to serve notice or the need for a court order, forfeit to the Disclosing Party an immediately payable penalty of € 50,000 (fifty thousand euro) and an additional amount of € 5,000 (five thousand euro) for each day the breach continues up to a combined maximum of € 250,000 (two hundred fifty thousand euro). The foregoing does not in any way prejudice the other rights and remedies available to the Disclosing Party in case of a breach, including but not limited to the right to recover the actual damages in addition to the penalty and the right to seek injunctive relief.

#### **ARTICLE 8. INTELLECTUAL PROPERTY**

- 8.1. The Client shall retain ownership and intellectual property rights over all data, documents or records transmitted to us in connection with the Services. The Client hereby grants to us a non-exclusive, transferable, sub-licensable, royalty free, worldwide license to use any data submitted to perform the Services.
- 8.2. All ownership and intellectual property rights (including but not limited to trademark, copyright and patent) in the Services and the Reports provided or made available to the Client by us and all content, information and data made available to the Client when using the Services shall remain our exclusive, sole and absolute property or of the third parties from whom we have obtained the right to use them. The Client acknowledges and agrees that the content, information and data provided when using the Services are our proprietary, copyrighted works and/or of our third party licensors and that they contain: (i) works of original authorship, including compiled information containing our's and/or our third party licensor's selection, coordination and arrangement and expression of such information or pre-existing material we have created, gathered or assembled; and (ii) trade secret and other Confidential Information, and (iii) information that have been created, developed and maintained by us and/or our third party licensors.
- 8.3. The Client agrees that it will not commit or permit any act or omission by its Representatives or any third party that would impair our's and/or our third party licensor's copyright or other proprietary and intellectual property rights in the content, information and data.
- 8.4. The Client undertakes to inform us of any violation of our's and/or its third party licensor's rights.
- 8.5. The Client undertakes not to use our's and/or our third party licensor's trade name, trademark, logo or copyrighted materials in advertising in any manner without our prior written approval.
- 8.6. The Client shall include and reproduce any applicable copyright notice and proprietary rights legend on all authorized copies of such content, information and data.

#### **ARTICLE 9. PROTECTION OF PERSONAL DATA**

- 9.1. In this Article 9, the terms "personal data", "data processor", "data controller" and "process" shall be as defined in the GDPR.
- 9.2. Certain information and data provided through the Services may contain personal data and such personal data are subjected to protections, including under the GDPR and other Data Protection Laws. Therefore, both Parties shall duly observe all their obligations under the GDPR or other Data Protection Laws which arise in connection with the Services.
- 9.3. With respect to the processing of personal data in connection with the Client's use of the Services, the Parties agree that the Client shall at all times be the data controller and we shall be the data processor.
- 9.4. Where we are processing personal data for the Client as a data processor, we shall (i) take all appropriate technical and organizational measures to protect the security and confidentiality of the personal data against any accidental or illicit destruction, alteration or unauthorized access or disclosure to third parties (ii) provide the Client with such information as the Client may reasonably request to satisfy himself that we are complying with our obligations under the GDPR and other Data Protection Laws (iii) promptly notify the Client of any breach of the security requirements of the Client as referred to in clause and any request for personal data.
- 9.5. As the data controller, the Client represents and warrants to us that his use and process of personal data shall comply with all Data Protection Laws. The Client represents and warrants that: (i) it will only use personal data for the limited purposes specified in this General Terms and Conditions, including as is necessary for receiving the Services (ii) it will process and protect the personal data in accordance with Data Protection Laws, and (iii) if the Client comes to the conclusion that it can no longer process or protect the personal data in accordance with Data Protection Laws, then it will promptly notify us of such decision and stop using those personal data until it is again able to lawfully process or protect the personal data in accordance with Data Protection Laws.
- 9.6. If the Client is disclosing personal data with a third party service provider, the Client shall be responsible for providing any and all instructions to the third party service provider about the use and protection of personal data. We and our third party service provider(s) are not sub processors of each other.

#### **ARTICLE 10. DISCLAIMERS**

- 10.1. **Limitation of Liability.** EXCEPT WITH RESPECT TO LIABILITY ARISING UNDER A BREACH OF THE CONFIDENTIALITY PROVISIONS OF THESE TERMS AND CONDITIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES ARISING IN CONNECTION WITH THE PROVISION OF THE SERVICES, REGARDLESS OF THE THEORY OF LIABILITY GIVING RISE TO SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.
- 10.2. The Client expressly agrees that its use of the Site, the Services and any content, information and data contained in, accessed via, or described on the Site, is at its own risk, and that all such Services and information, content, and materials are provided on an “as is” and “as available” basis.
- 10.3. To the full extent permissible by the law, we make no, and hereby disclaim all, representations or warranties of any kind, express or implied, as to the availability, operation and use of the Site or the information, content or materials on the Site or accessed via the Services.
- 10.4. We make no representations and warranties that the Site will be uninterrupted, secure, or free of errors or viruses, or other harmful components. In no event shall we be liable to the Client or any third party for damages of any kind arising out of the inability to use or of the improper use by the Client of the Site.
- 10.5. We shall not be liable for the acts or omissions of any third party performing the Services.
- 10.6. Our databases comprises more than one hundred million (100,000,000) records originating from a great variety of sources. However we cannot and will not guarantee its exhaustivity and/or its accuracy. In addition, we cannot and will not guarantee our search algorithms’ flawlessness. Furthermore, human error remains always possible. By ordering our Services, the Client expressly accepts these limitations and it is only on this condition that we accept to render any search, watch or other database related services.
- 10.7. The Client is solely responsible for the selection, use and suitability of the Services and we shall have no liability therefore. When absence of errors is essential, we recommend that you doublecheck our Reports.
- 10.8. The Client understands and accepts that searches and our Reports are highly subjective. Therefore, the Client is solely responsible for the review, interpretation of the information and for the actual use of the Reports. The Client is also responsible to seek advice or make additional legal researches. Reports are confidential and should only be used in order to determine the availability of the intellectual property for which the searches are provided.
- 10.9. Notwithstanding anything in the Agreement to the contrary, our entire liability and of our third party licensor(s) for the Services performed hereunder, if any, for any and all losses and damages which the Client suffers or incurs arising out of any acts or omissions of ours and/or our third-party licensors in connection with anything to be done or furnished hereunder, regardless of the cause of the loss, damage or injury (including negligence) shall be limited to the amount actually paid by the Client to us for the relevant Services and with a maximum of € 150,000 (one hundred fifty thousand euro).
- 10.10. **Delivery dates.** Delivery dates are indicative only.
- 10.11. **No legal advice.** We want to emphasize the fact that the information retrieved from the use of the Services is not a legal opinion and shall not be used or construed to be a legal opinion for any purpose including, as a final determination whether a trademark or other intellectual property right is available for use or may be registered. Indeed, we are not a law firm and do not render legal advice: it is the responsibility of the Client to obtain necessary legal counsel on any information retrieved from the Services.
- 10.12. **Force Majeure.** Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of its obligations which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.
- 10.13. **Hardship.** The Parties shall negotiate in good faith modifications to the Services if their performance becomes excessively onerous for us due to an event beyond our reasonable control such as major changes in data disclosure by the national authorities, labor costs, general price list increases, changes in law or applicable engineering standards, necessary suspensions or modifications of the Services as well as any further changes beyond our’ sphere of influence.  
If an agreement concerning such modification is not achieved within two months after our notification, we may terminate the Services with immediate effect and without indemnity.

## ARTICLE 11. INDEMNIFICATIONS

- 11.1. The Client agrees to fully indemnify us, defend us, and hold us harmless and any of our Representatives and third party licensors from any and all claims, demands, costs, liabilities, losses, expenses and damages (including reasonable attorneys’ fees) arising out of or in connection with: (i) any acts or omissions by the Client or any of the Client’s Representatives involving fraud, willful misconduct and/or criminal acts or omissions, whether or not such acts or omissions relate to the Services, (ii) any breach of the Agreement by the Client, any of the Client’s Representative or the Client’s Client, (iii) breach of any Data Protection Laws by the Client, the Client’s Representative or the Client’s Client, (iv) inaccurate information submitted by the Client, or (v) the use of the information by unauthorized third parties.

## ARTICLE 12. GENERAL PROVISIONS

- 12.1. **Capacity.** Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents,

licenses and permissions to enter into and perform its obligations under the Services and the Agreement.

- 12.2. **Independence.** The Parties are not, and shall not be deemed to be, subordinates, partners or joint venturers.
- 12.3. **Notices.** Any required or permitted notice must be in English, in writing and will be deemed effective as follows: (i) at the time of delivery, if delivered by hand or a private courier company, (ii) on the first Business Day following the date of posting if sent by registered mail, provided that both the sender and the addressee reside in Belgium or (iii) on the fifth Business Day (in the place to which it is sent) following the date of posting if sent by registered mail when the Client does not reside in Belgium. Our notices shall be deemed effective if sent at the address provided by the Client to us. Any Party hereto may change its address for the purpose of this Section by giving the other Party written notice of its new address in the manner set forth above.
- 12.4. **Entire Agreement.** The Agreement contain the entire agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. Subject to Article 5.2., the Services agreed between the Parties may not be amended, modified, changed or altered unless in writing executed by a duly authorized Representative of the Parties. We reserve the right to change, add or remove any part of our General or specific Terms and Conditions at any time. We may inform the Client about such changes by email, regular mail, postings or updates on the Site or other reasonable means now known or hereinafter developed. Upon and within fifteen (15) days of its receipt of the terms and conditions which would have been subject to substantial changes, the Client may, in its sole discretion, terminate the Services and pay only for the Services actually rendered prior to our reception of the Client's decision. Using the Services after the posting of the updated terms and conditions will imply the Client's acceptance of these changes. The most current version of any terms and conditions supersedes previous versions.
- 12.5. **Severability.** If any provision of the Agreement or any portion or provision applicable to any particular situation or circumstance is held invalid, the remainder of the Agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 12.6. **Successors.** The Agreement and the Services shall inure to the benefit of, and be binding upon, us and the Client, their successors and permitted assigns.
- 12.7. **Assignment.** Neither the Services, nor any rights granted by the Agreement may be sold, assigned or transferred by a Party in any manner without the prior written consent of the other Party. Notwithstanding the foregoing, we may, without consent of the Client, assign all or any part of its rights and obligations to our parent or subsidiaries or any entity controlled by or under common control with us, or to any entity having net worth in excess of one of us if incident to a sale of all or substantially all of the assets or a merger of one of us.
- 12.8. **Waiver.** No failure of either Party to exercise any power given to it or to insist upon strict compliance by the other with any obligation or provisions, and no custom or practice of the Parties at variance with the terms shall constitute a waiver of the right to demand exact compliance with the terms. Waiver by a non-defaulting Party of any right arising from a default of the other Party shall not affect or impair the rights of the non-defaulting Party with respect to any subsequent default by the other Party of the same or of a different nature.
- 12.9. **Advertising.** We are allowed to use the name, trademark, trade name, logo or other commercial or product designations of the Client, in print or electronic format or on a website.
- 12.10. **Governing Law.** This Agreement and/or any non-contractual obligations arising out or in connection with this Agreement are exclusively governed by and shall be construed in accordance with the laws of Belgium. To the extent possible, the Parties will search for an amicable solution to any dispute which may arise between them in relation to the performance of the Agreement. In the absence of an amicable agreement, the dispute will be brought before the competent courts in Brussels, Belgium.

**APPENDIX 1) - OFFLINE SERVICES**

**ARTICLE 1. DEFINITIONS**

- 1.1. Unless the context otherwise requires, the words and expressions defined in the General Terms and Conditions shall have the same meanings in the present specific terms and conditions.

**ARTICLE 2. SCOPE & PURPOSE**

- 2.1. The present specific terms and conditions apply to all our Offline Searching Services and/or offers of such services, notwithstanding contradictory provisions appearing on order bills or other documents sent out by the Client.
- 2.2. By ordering our Offline Searching Services, the Client expressly recognizes that he has knowledge of and that he accepts the present specific terms and conditions unconditionally.
- 2.3. To engage us, all orders must be accepted by us in writing.

**ARTICLE 3. PRICE AND PAYMENTS**

- 3.1. Unless otherwise agreed in writing, our offline Services shall be invoiced when sending our report to the client.

**ARTICLE 4. PROVISION OF THE SERVICES AND LIMITATION OF USE**

- 4.1. The Client has a personal, non-exclusive and non-transferable right to use the Reports made available to him through our Offline Searching Services. The Client may use these Offline Services solely for its internal business purposes and for the use of the Client's Clients for whom the search was conducted..
- 4.2. For the avoidance of doubts, the Client is not permitted to upload or publish any of our Offline Services on any website.

**ARTICLE 5. PARTIES' RESPONSIBILITIES**

- 5.1. Delivery dates are determined by mutual written agreement of the Parties. No delivery date set forth in a purchase order shall be binding on us unless we explicitly agree to such delivery date in writing signed by an authorized Representative. Delivery date is conditional upon the Client's fulfilment of its own contractual obligations, including but not limited to the transmission of all required documentation, permissions and advance payments (if applicable). If the Client fails such fulfilment, then the delivery date shall be extended accordingly.

**ARTICLE 6. DURATION**

- 6.1. Unless otherwise agreed in writing by us, the right to use all information, data, Reports, etc, provided by us shall cease twelve (12) months at the latest after the date of their submission to the Client.
- 6.2. On (automatic) expiration or (early) termination of such period of twelve (12) months, for any reason:
- (a) all rights and licenses granted shall cease, and the Client shall immediately cease and continue to cease all use of data, information, Reports, etc., provided;
- (b) Unless otherwise agreed in writing by us, the Client shall promptly and permanently delete and otherwise destroy, at Client's expense, all copies of all information, data, Reports, etc., provided and/or construed from our services .

**APPENDIX 2) SPECIFIC TERMS AND CONDITIONS – WATCHING**

**ARTICLE 1. DEFINITIONS**

- 1.1 Unless the context otherwise requires, the words and expressions defined in the General Terms and Conditions shall have the same meanings in the present specific terms and conditions.

**ARTICLE 2. SCOPE & PURPOSE**

- 2.1 The present specific terms and conditions apply to all our Watching services and/or offers of such services, notwithstanding contradictory provisions appearing on order bills or other documents sent out by the Client.
- 2.2 By ordering our Watching services, the Client expressly recognizes that he has knowledge of and that he accepts the present specific terms and conditions unconditionally.
- 2.3 To engage us, all orders must be accepted by us in writing.

**ARTICLE 3. PRICE AND PAYMENTS**

- 3.1 Unless otherwise agreed in writing, our Watching services shall be invoiced simultaneously to the acceptance of the order.

**ARTICLE 4. PROVISION OF THE SERVICES AND LIMITATION OF USE**

- 4.1 The Client has a personal, non-exclusive and non-transferable right to use the Reports made available to him through our Watching services. The Client may use these Reports solely for its internal business purposes and for transmitting same to the Client's Clients under the same restrictions.
- 4.2 For the avoidance of doubts, the Client is not permitted to upload or publish any of our Reports, nor any information regarding the Watching services provided, on any website.

**ARTICLE 5. PARTIES RESPONSIBILITIES**

- 5.1 Watching Reports shall be provided by us to the Client on a daily basis during the entire subscription period, unless otherwise agreed in writing.
- 5.2 If a Report is delayed due to circumstances for which we are liable, the Client shall be entitled, after formal notice of seven (7) Business Days minimum which remains ineffective, to damages limited to the purchase price for the delayed Services.
- 5.3 Watching services shall be limited to the territories agreed in writing between the Parties.

**ARTICLE 6. DURATION**

- 6.1. Unless otherwise agreed in writing by us, Watching services are ordered for a fixed period of twelve (12) months. The Watching services subscribed by the Client shall be automatically renewed by period of twelve (12) months unless a Party notifies the other Party thirty (30) days before the renewal date that it intends not to renew all or part of the Watching services subscribed.
- 6.2. Unless otherwise agreed in writing by us, the right to use all information, data, Reports, etc., provided by or construed from us Watching services shall cease twelve (12) months at the latest after the end of our Watching services.
- 6.3. On (automatic) expiration or (early) termination of such period of twelve (12) months, for any reason:
- (b) all rights and licenses granted shall cease, and the Client shall immediately cease and continue to cease all use of data, information, Reports, etc., provided by us;
  - (d) Unless otherwise agreed in writing by us, the Client shall promptly and permanently delete and otherwise destroy, at Client's expense, all copies of all information, data, Reports, etc., provided by or construed from our services.