Onclusive

Schedule - Onclusive Social Services (ex-Digimind Social - ENG)

1. DEFINITIONS AND INTERPRETATION

- "Order Form" has the meaning as defined in the General Terms and Conditions.
- "Affiliate" has the same meaning as defined in the General Terms and Conditions.
- "Country" means the country name from which a mention has been published on the Internet.
- "Onclusive Social (Product)" means the platform "Onclusive Social" solution offered by the Agency (sometime under the former name "Digimind"), or Onclusive branding, that the Client orders under an Order Form and the Agency makes available online via password-protected customer login, including associated offline components, as described in the User Documentation the Agency excludes Third-Party Social Platforms, Indexed Content, and Non-Onclusive Applications.
- "Fair Use" or "Fair Usage" means the limit placed on subscriptions, ensuring Clients are using the Onclusive Social fairly, which the Agency examines from time to time.
- "HIPAA" Protected Health Information (as defined in the U.S. Health Insurance Portability and Accountability Act of 1996 and regulations thereunder, as amended.
- "Historical Search" means optional Service with instant execution enabling indexation of Data from Third Parties from a given instant and up to the last 24 (twenty-four) months.
- "Historic Mentions" means all the webpages that meet the requirements set out in the Query and that Agency finds from before the Query Start Date and its insertion in a Workspace.
- "Indexed Content" means information, including but not limited to links, posts, and excerpts, that has been made publicly available and obtained by Us or on Our behalf from the Internet, and data derived therefrom, including but not limited to reports, summaries, graphs and charts. An individual link, post or excerpt of Indexed Content may be referred to as a "Mention".
- "Language" means the language selected for the collection of mentions. "All Languages" refers to a collection of mentions without filtering for a specific language.
- "Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts or programs.
- "Mentions" are all the webpages or sections of webpages that meet the requirements set out in the Query and that Agency finds after the Query Start Date.
- "Non-Onclusive Applications" means online applications and offline software solutions that are provided by entities or individuals other than Us and are clearly identified as such, and that interoperate with Agency.
- "Purchased Onclusive Social" means Onclusive Social Product that the Client or its Affiliates purchase under an Order Form.
- "Query" means a search string that you, or an agent acting for you, use to define what words and phrases must be present on a webpage for the Agency's technology to be able to include that webpage in the Onclusive Social Product application.
- "Query Start Date" is the date and time when a Query was created in the Agency's application.
- "Retained Mentions" are Mentions and Historic Mentions that the Agency makes available to you in the Agency's application.
- "Services" has the same meaning as the general terms and conditions, including but not limited to the Onclusive API Service, the Agency Service, the Historical Search Service.
- "Source" refers to a specific source on the Internet. It is characterized by a specific URL. It can be either a global website domain or a specific page in a given domain.
- "Third-Party Social Platform" means a third-party social-media website for which the Client uses Onclusive Social or from which We receive Indexed Content for Onclusive Social, such as Facebook, Twitter, or YouTube.
- "User Documentation" means Our training, help, how-to and explanatory materials that assist Users in using the Onclusive Social, as such materials which may be updated from time to time.
- "Users" means individuals who are authorised by You to use Onclusive Social Product, for whom subscriptions to Services which have been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.
- "We," "Us", "Our", "Onclusive" or "Agency" means the contracting Onclusive entity as set forth in the Order Form.
- **"Workspace"** a workspace is an area in Onclusive Social where You can track Mentions, benchmark content, analyse and find insights based on one Query or a combination of several Queries. A workspace can be accessible to all Users or a selection of Users, depending on the settings of this Workspace. A Workspace gathers in one place Queries and associated Countries, Languages, Sources, and Users. The combination of these five (5) elements is called a Workspace.
- "You", "Your" or "Client" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity. If You are purchasing Onclusive Social on behalf of Your clients, the terms "You" or "Your" shall include such clients, provided that You shall be responsible for such clients' compliance with Your obligations under this Agreement, for any breach of those obligations by such clients, and for payment for Service purchases on behalf of such Clients.
- "Your Data" means any electronic data, content or information that has not been made publicly available and is submitted by or on behalf of You to the Purchased Onclusive Social, or is collected by You, or on Your behalf, through the Agency.

2. SERVICE

2.1 Quantity of Mentions. Subject to clause 2.2 below, the Agency will provide You with a maximum Retained Mentions per Workspace and per month for Your Subscription, as stated in the applicable Order Form. The exact number of Mentions is the one stated in your Order Form. The Agency is under no obligation to provide Mentions for Your Subscriptions above this fixed monthly limit. As soon as you exceed your monthly quota of Mentions, the Agency will inform you automatically within Onclusive Social via a banner indicating that you need to upgrade your subscription. If you do not upgrade, the Agency shall automatically stop collection for the current month for which the quota has been exceeded.

2.2 Exception for Retained Mentions. Where a Query in Your subscription is deemed by the Agency to be attempting to track either all, or a significant part of all social media, or is being used to track multiple large brands, or is a Query that in any other way is so vast that it degrades the performance of the Service for You or for other clients of the Agency, then the Agency reserves the right to provide only a sample of Mentions for this Query. Examples of Queries for which the Agency may exercise this right include, but are not limited to, tracking all social media websites for common words such as "the" or "yes" or trying to track all United States of America Banking companies in a single Query. A Query will contain only one entity and its synonyms, for example ("Bank of New York" OR "Mellon"). Where the Agency has applied this Fair Usage assessment it will endeavour to contact You first to inform You and discuss ways in which the Agency can track all Mentions.

2.3 Keyword. Keywords might be used for Queries, subject to the below, and also for classification purposes within Onclusive Social. When used for classification purposes, the keywords are not used to collect content on the web, but instead serve to generate analysis and to tag mentions. Onclusive

Social provides You with keywords up to 4096 characters which is approximately 200-300 keywords per query.

2.4 Languages and Countries. Queries might apply to specific Languages and Countries. The amount of Countries and Languages are unlimited. Keywords can be added in unlimited local languages as long as they are within the character limit stated in 2.3.

2.5 Sources. The Agency retains Mentions from the internet. The Agency also allows the specific integration and monitoring of already embedded Sources into a catalogue of web sources. Additionally, the Agency can integrate some other specific Sources that are not already embedded. This type of integration is subject to technical feasibility and at a specific cost which will be communicated to You by the account manager. The total amount of customized sources monitored (already embedded or otherwise) is limited to 1,000 (one thousand) Sources per 1 (one) Workspace.

2.6 Historical Search Service (optional). The Historical Search Service is a specific and optional Service subject to additional fees provided, where appropriate, in the Order Form. The Historical Search Service is directly and instantly performed. The Service includes the indexation of data from third parties. The indexed data has been published up to the last 24 (twenty-four) months from the date where the Service was activated.

3. USE OF ONCLUSIVE SOCIAL PRODUCT

3.1. Our Responsibilities. We shall: (i) provide our basic support for the Purchased Onclusive Social Product to You at no additional charge, and/or upgraded support if purchased separately; and (ii) make the Purchased Onclusive Social available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice online or via email and which We shall schedule to the extent practicable during the weekend hours from 10:00 p.m. Friday to 3:00 a.m. Monday eastern standard time), or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labour problems (other than those involving Our employees), failures, downtime or delays by an internet Service provider or third-party social platform, or denial of Service attacks.

3.2. Our Protection of Your Data. We shall maintain administrative, physical and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not: (a) modify Your Data; (b) disclose Your Data except as compelled by law in accordance with the Agreement or as expressly permitted in writing by You; or (c) access Your Data except to provide the Onclusive Social and prevent or address Service or technical problems, or at Your request in connection with customer support matters.

3.3. Your Responsibilities. You shall: (i) be responsible for your Users' compliance with this Agreement; (ii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data; (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Onclusive Social, and notify Us promptly of any such unauthorized access or use; and (iv) use the Onclusive Social only in accordance with the User Documentation and applicable laws and government regulations. You shall not: (a) make the Onclusive Social available to anyone other than Users; (b) sell, resell, rent, or lease the Onclusive Social; (c) use the Onclusive Social to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (d) use the Onclusive Social to store or transmit Malicious Code; (e) interfere with or disrupt the integrity or performance of the Onclusive Social or third party data contained therein; or (f) attempt to gain unauthorized access to the Onclusive Social or their related systems or networks. Additionally, You shall not:(i) use the Onclusive Social for the purpose of serving as a factor in establishing an individual's eligibility for credit, employment or insurance, or for any other consumer-initiated transaction; (ii) submit within the Onclusive Social or use our Services to collect, store or process any of the following types of sensitive individually identifiable information, including, without limitation: (a) social security numbers, passport numbers, driver's license numbers, taxpayer numbers, or other government-issued identification numbers, (b) "HIPAA", as defined in the French "loi Informatique et Liberté du 6 janvier 1978, modifiée le 6 août 2004") or similar information under other comparable laws or regulations, or (c) financial account numbers (including without limitation credit or debit card numbers, or any related security codes or passwords, bank account information, or non-public Information (as defined in the Gramm-Leach-Bliley Act of 1999, as amended, "GLBA", as defined in the French "loi Informatique et Liberté du 6 janvier 1978, modifiée le 6 août 2004") or similar information under other comparable laws or regulations. If the Onclusive Social or Services is configured by You or on Your behalf to use cookies and/or other tracking technologies for Your purposes, then You shall be solely responsible: (i) for assessing whether such technologies can be used in compliance with applicable legal requirements, and (ii) for providing notice and or obtaining consent, as may be required by law, for such use of cookies and/or other tracking technologies.

3.4. Usage Limitations. The Agency may be subject to other limitations, such as, for example, limits on disk storage space, on the number of calls You are permitted to make against Our application programming interface, or other usage limits. Any such limitations are specified in the User Documentation or an Order Form. The Agency may provide real-time information to enable You to monitor Your compliance with such limitations. If You purchase the Onclusive Social and Services subject to usage limits and You routinely exceed those limits, We may work with You to seek to reduce Your usage so that it conforms with such limits. If You are unable or unwilling to abide by applicable usage limits, We may require You to execute an Order Form for additional Services and/or invoice You for Your excess usage, in which case You agree to execute such additional Order Forms and/or pay additional invoices, as applicable.

3.5. Fair Use. As a complement of Our Fair Usage assessment for Queries (see 2.2 "Exception for Retained Mentions"), all Queries, Mentions, newsletters, alerts, dashboards, are subject to fair use limits, which we define from time to time in our sole discretion. In cases where we believe a Query, an amount of mentions, an amount of newsletters or dashboards, has violated these fair use limits, we reserve the right to prevent the Query from returning all of the Mentions.

3.6. Indexed Content retention & storage conditions. Indexed Content is retained into the Onclusive Social for a given amount of time. The amount of time is defined by the plan you subscribed to "basic", "pro" and "corporate" subscriptions allow You to get the Mentions retained for a period of 1 (one) year. "enterprise" and "global" subscriptions allow you to get the Mentions retained for a period of 2 (two) years. When a Mention reaches the moment when it has been indexed for more time than the defined retention period, it is automatically deleted from the Onclusive Social. By doing so, You participate in complying with the environmental protection commitments of the Agency and potentially to the ones from your company. At the same time you participate in complying with the data retention principle consisting in not keeping the data longer than necessary. However, if, for the need of your activity, you need to keep record of the Indexed Content longer than the default retention period, a specific agreement shall be settled with the Agency. Independently from the retention period, the default total size of Indexed Content shall be limited. The limitation is defined by the plan you subscribed to. "basic", "pro" and "corporate" subscriptions allow You to get up to 250GB of storage. "enterprise" and "global" subscriptions allow you to get up to 500GB of storage. When the global storage reaches 70% of the size limit, the Agency informs you so that You can adapt accordingly Your contract. Size limits are defined to cover the standard needs of a minimum of 90 (ninety) percent of the Agency's Clients. if, for the need of your activity, you need to store more than the default storage size, a specific agreement shall be settled with the Agency.

4. INDEXED CONTENT AND THIRD-PARTY SOCIAL PLATFORMS

4.1. Acceptance of Third-Party Social Platform terms. Onclusive warrants that it has agreed to all the Third-Party Social Platforms and associated API terms of service and data policies when the social media is part of Onclusive Social's Services including but not limited to, X's, Facebook's, Google, and YouTube Terms of Service and Privacy Policies (accessible at https://developers.google.com/youtube/terms/developer-policies#d.-accessing-youtube-apiservices and https://www.youtube.com/t/terms), as well as Google Privacy Policy (available at https://policies.google.com/privacy). By accepting

the present Terms of service You commit to read the above-mentioned Third-Party Social Platform terms and Privacy Policies

4.2. Indexed Content. We do not own or control Indexed Content. Indexed Content shall not be considered Your Data or" Client Data" under any circumstances, including pursuant to the terms of any other agreement we may enter into with You for a Non-Onclusive Application. Indexed Content may be indecent, offensive, inaccurate, unlawful, or otherwise objectionable. We shall have no obligation to preview, verify, flag, modify, filter, or remove any Indexed Content, even if requested to do so, although We may do so in Our sole discretion. INDEXED CONTENT IS PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. Your use of Indexed Content is at Your sole risk, and We shall not be liable to You or any third party based on Indexed Content. Indexed Content remains available as long as Your subscription has not expired, and up to 1 (one) year archive for the basic subscription and 5 (five) years archive for the pro subscription.

4.3. Third-Party Social Platform Access and Interactions. You shall enable the Onclusive Social to access Your Third-Party Social Platform accounts and any websites operated by You or on Your behalf with respect to which You use the Onclusive Social and Services. Subject to the terms of this Agreement, You acknowledge and agree that We may access, collect, process, and/or store information or content, regardless of whether such content is Your Data or Indexed Content, from such Third-Party Social Platform accounts and/or websites in connection with providing the Onclusive Social and Services. Except for Our obligations with respect to Your Data, We shall not be responsible or liable for: (i) any content provided by You or Your Users to any Third Party Social Platform or other website, and any content accessed by You, Your Users or any third party from any third-party social media platform or websites; (ii) any interactions or communications between You and/or Your Users and any third parties through any Third-Party Social Platform or websites; or (iii) any transactions relating to a separate agreement or arrangement between You or Your Users and any Third Party Social Platform provider or websites.

5. ADDITIONAL TERMS

5.1. You shall not: (i) in the course of using Onclusive Social, access or use Third-Party Social Platforms, Your Data, or any Indexed Content in violation of applicable laws or applicable website terms of service, including the terms of service referenced at Third Party as applicable; (ii) display, distribute or make available the Indexed Content to any third party; provided such restriction does not apply to (a) aggregations of Indexed Content which do not reveal individual Mentions, or (b) content retrieved directly from the content provider's website rather than from the Onclusive Social; (iii) permit any third party to access Onclusive Social except as permitted herein or in an Order Form; (iv) create derivative works based on Onclusive Social except as permitted herein; (v) copy, modify, or create derivative works based on Indexed Content except to create aggregations of Indexed Content which do not reveal individual Mentions; (vi) copy, frame, or mirror any part or content of Onclusive Social, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes; (vii) reverse engineer Onclusive Social; (viii) access Onclusive Social in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of Onclusive Social; (ix) use Onclusive Social to collect, store or process sensitive personal information, including (a) social security numbers, passport numbers, military numbers, voter numbers, driver's license numbers, taxpayer numbers, or other government identification numbers; (b) insurance policy or medical account identification numbers, (c) Protected Health Information (as defined in the U.S. Health Insurance Portability and Accountability Act of 1996 and regulations thereunder, as defined in the French "loi Informatique et Liberté du 6 janvier 1978, modifiée le 6 aout 2004") or similar information under other applicable laws or regulations, or (d) credit card numbers or bank account information or other information governed by the Gramm-Leach-Bliley Act of 1999, as amended, or other comparable law like the French "loi Informatique et Liberté du 6 janvier 1978, modifiée le 6 aout 2004" ; or (x) use the Onclusive Social for a purpose related to establishing an individual's eligibility for credit, employment or insurance or for any consumer-initiated transaction as defined in the U.S. Fair Credit Reporting Act or any similar law.

5.2. Acquisition and Integration with Non-Onclusive Applications or Services. We or third parties may from time to time make available to You third party products, solutions or Services, including but not limited to Non-Onclusive Applications and implementation, customisation, and other consulting Services. We do not warrant or support Non-Onclusive Applications or Services, whether or not they are designated by Us as "certified" or otherwise, except as specified in an Order Form. Subject to the below, no purchase of Non-Onclusive Applications or Services is required to use the Onclusive Social Product or Services except a supported computing device, operating system, web browser, and Internet connection. Onclusive Social Product may contain features designed to interoperate with Non-Onclusive Applications. To use such features, You may be required to obtain access to such Non-Onclusive Applications from their providers. If the provider of any such Non-Onclusive Application ceases to make the Non-Onclusive Application available for interoperation with the corresponding Onclusive Social and Service features on reasonable terms, We may cease providing such Onclusive Social and Service features without entitling You to any refund, credit, or other compensation.