

Schedule - Onclusive Social Services (ex-Digimind)

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.
- "Agency" means the supplier of the Services and has the same meaning as in the general terms and conditions.
- "Clauses" means all the clauses within the agreement.
- "Country" means the country name from which a mention has been published on the Internet.
- "Data Controller" means a legal person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any Personal Data is, or is to be processed in the context of its activity and in compliance with its contractual obligation. The Client is identified hereby as the "Data Controller".
- "Data Processor" means any legal person who processes Personal Data on behalf of the Data Controller in the context of its activity and in compliance with its contractual obligation. The Agency is identified hereby as the "Data Processor".
- "Data Protection Officer" means the role as defined under Chapter IV, Section 4 of GDPR.
- "Digimind Product" means the platform, products and Services offered by the Agency under the 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 Digimind Applications.
- "Fair Use" or "Fair Usage" means the limit placed on subscriptions, ensuring Clients are using the Digimind Products 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 for the last 24 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.
- "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-Digimind Applications" means online applications and offline software products that are provided by entities or individuals other than Us and are clearly identified as such, and that interoperate with Agency.
- "Purchased Digimind Product" means Agency 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 Digimind Product application.
- "Query Start Date" is the date and time when a Query was created in the Agency's application.
- "Representative of the Data Processor" is any person appointed by the Sub Contractor named Data Processor in order to coordinate the audits, if any, required by the Data Controller.
- "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 Digimind API Service, the Agency Service, the Digimind 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.
- "Subcontractor of the Data Processor" or "Sub Contractor" has the same meaning as the general terms, but also includes the individual and/or organisation who processes Personal Data on behalf of the Data Processor and according to the guidelines given by the Data Controller in compliance with the contractual obligation between the Data Controller and the Data Processor.
- "Supervisory Authority" means an independent public authority which is responsible for monitoring the application of data protection.
- "Third-Party Social Platform" means a third-party social-media website for which the Client uses Digimind Products or from which We receive Indexed Content for Digimind Products, such as Facebook, Twitter, or YouTube.
- "Topic" gathers Queries and associated Countries, Languages and Sources in one place. The combination of these four elements is called a Topic.
- "User Documentation" means Our training, help, how-to and explanatory materials that assist Users in using the Digimind Products, as such materials which may be updated from time to time.
- "Users" means individuals who are authorised by You to use Digimind Products, 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" or "Agency" means the Onclusive company, selling the Digimind Service described in Section 16 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).
- "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 Digimind Products 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 Digimind Products, or is collected by You, or on Your behalf, through the Agency.

2. SERVICE

2.1 Quantity of Queries. Subject to clause 3.3 below, the Agency will provide Queries for You up to the limit of 5 (five) Queries per Topic for the "basic" subscription set out in the Order Form. This limit does not apply to other subscription plans (pro, enterprise etc.).

2.2 Quantity of Mentions. Subject to clause 3.3 below, the Agency will provide You with a maximum Retained Mentions per Topic 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 Digimind Product 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.

2.3 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.

2.4 Topic. A Query is composed of keywords and boolean operators. The Agency will provide Queries for Query-based subscriptions up to the limit of 17 (seventeen) keywords for each Query. Keywords might contain words with different meanings, synonyms, and also words that are used to exclude non-relevant content. If You exceed this Fair Usage assessment the Agency will contact You first, to inform You and discuss ways to rectify this.

2.5 Keyword. Keywords might be used for Queries, subject to clause 3.3 and also for classification purposes within Digimind Product. In that case, the keywords are not used to collect content on the web, but instead serve to generate analysis and to tag mentions. The Agency provides You with a limited amount of 50 (fifty) keywords per Query and a total of 200 (two hundred) keywords per Topic for classification purposes.

2.6 Languages and Countries. Queries might apply to specific Languages and Countries. The maximum number of Languages per topic is 1 (one). 1 (one) Language might be either a specific Language (English or French or Russian) or "all languages". The monitoring of 2 (two) specific Languages (English and French), requires 2 (two) Topics. The number of Countries is unlimited.

2.7 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) Topic.

2.8 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 during the last 24 (twenty-four) months from the date where the Service was activated.

3. USE OF DIGIMIND PRODUCTS

3.1. Our Responsibilities. We shall: (i) provide our basic support for the Purchased Digimind Product to You at no additional charge, and/or upgraded support if purchased separately; and (ii) make the Purchased Digimind Product 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 Digimind Product 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 Digimind Products, and notify Us promptly of any such unauthorized access or use; and (iv) use the Digimind Products only in accordance with the User Documentation and applicable laws and government regulations. You shall not: (a) make the Digimind Products available to anyone other than Users; (b) sell, resell, rent, or lease the Digimind Products; (c) use the Digimind Products 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 Digimind Products to store or transmit Malicious Code; (e) interfere with or disrupt the integrity or performance of the Digimind Products or third party data contained therein; or (f) attempt to gain unauthorized access to the Digimind Products or their related systems or networks. Additionally, You shall not: (i) use the Digimind Products 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 Digimind Products 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 Digimind Product 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 Digimind Product 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 2.3 "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 rights to prevent the Query from returning all of the Mentions.

3.6. Indexed Content retention & storage conditions. Indexed Content is retained into the Digimind Product 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 Digimind Product. 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. The 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>), 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-Digimind 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 Digimind Product 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 Digimind Products 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 Digimind Products 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. NON-DIGIMIND PROVIDERS

5.1. Acquisition of Non-Digimind Applications and Services. We or third parties may from time to time make available to You third party products or Services, including but not limited to Non-Digimind Applications and implementation, customisation, and other consulting Services. We do not warrant or support Non-Digimind Applications or Services, whether or not they are designated by Us as "certified" or otherwise, except as specified in an Order Form. Subject to Section 5.2 (Integration with Non-Digimind Applications), no purchase of Non Digimind Applications or Services is required to use the Digimind Products or Services except a supported computing device, operating system, web browser, and Internet connection.

5.2. Integration with Non-Digimind Applications. The Agency may contain features designed to interoperate with Non Digimind Applications. To use such features, You may be required to obtain access to such Non-Digimind Applications from their providers. If the provider of any such Non-Digimind Application ceases to make the Non-Digimind Application available for interoperation with the corresponding Digimind Product and Service features on reasonable terms, We may cease providing such Digimind Product and Service features without entitling You to any refund, credit, or other compensation.