



Digimind Intelligence Terms of Service

THIS DIGIMIND INTELLIGENCE SUBSCRIPTION AGREEMENT (“AGREEMENT”) GOVERNS YOUR ACQUISITION AND USE OF OUR DIGIMIND INTELLIGENCE.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR DIGIMIND INTELLIGENCE, THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL.

BY ACCEPTING THIS AGREEMENT BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE DIGIMIND INTELLIGENCE.

You may not access Digimind Intelligence if You are Our direct competitor, except with Our prior written consent. In addition, You may not access Digimind Intelligence for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on April 22nd, 2024. It is effective between You and Us as of the date You accept this Agreement.

See the key changes at the end of the present Terms of Service to learn more about the previous versions.

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1. DEFINITIONS

“**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Clauses**” means all the clauses of the present Terms of Service.

“**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 are, or are 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. Digimind is identified hereby as the “Data Processors”.

“**Digimind Intelligence**” means the products and services offered by Us under the name “Digimind Intelligence,” “Digimind”, or successor branding, that You order under an Order Form and We make available online via password-protected customer login. “Digimind Intelligence” excludes Third-Party Social Platforms, Indexed Content, and Non-Digimind Applications.

“**General Data Protection Regulation**” (**GDPR**) : REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, and repealing Directive 95/46/EC.

“**Data Protection Officer**” : means the role as defined under Chapter IV, Section 4 of GDPR.

“**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”.

“**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“**Mentions**” are all the webpages or sections of webpages that meet the requirements set out in the Query and that Digimind Intelligence 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 Digimind Intelligence.

“**Order Form**” means the documents for placing orders for Digimind Intelligence hereunder that are entered into between You and Us or any of Our Affiliates from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference.

“**Personal Data**” means any information relating to an identified or identifiable natural person processed by the Data Controllers or Data Processor in the course of providing the services specified. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier.

“**Purchased Digimind Intelligence**” means Digimind Intelligence that You or Your Affiliates purchase under an Order Form, as distinguished from those provided pursuant to a free trial.

“**Query**” is 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 Digimind Intelligence’s technology to be able to

include that webpage in the Digimind Intelligence Application.

“Query Start Date” is the date and time when a Query was created in the Digimind Intelligence Application.

“Representative of the Data Processor” means 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 Digimind Intelligence make available to you in the Digimind Intelligence Application.

“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” means the legal person 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 You use Digimind Intelligence or from which We receive Indexed Content for Digimind Intelligence, such as Facebook, Twitter, or YouTube.

“User Documentation” means Our training, help, how-to and explanatory materials that assist Users in using Digimind Intelligence, as such materials may be updated from time to time. You acknowledge that You have had the opportunity to review the User Documentation during the free trial described in Section 2 (Free Trial) below.

“Users” means individuals who are authorized by You to use Digimind Intelligence, for whom subscriptions to Digimind Intelligence Service 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” or “Our” means the Digimind company described in Section 16 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

“You” or “Your” means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity. If You are an agency purchasing Digimind Intelligence 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

Digimind Intelligence 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 Intelligence, or is collected by You, or on Your behalf, through the Digimind Intelligence.

2. FREE TRIAL

We may make one or more Digimind Intelligence available to You on a trial basis (“Trial Digimind Intelligence”) until the earlier of (a) the end of the free trial period for which you registered or are registering to use the applicable Trial Digimind Intelligence Service or (b) the start date of any Purchased Digimind Intelligence ordered by You.

IF YOU ELECT TO USE DIGIMIND INTELLIGENCE FOR THE TRIAL PERIOD AND DO NOT PURCHASE A SUBSCRIPTION BEFORE THE END DATE OF THE TRIAL PERIOD, YOUR TRIAL SUBSCRIPTION FOR DIGIMIND INTELLIGENCE WILL EXPIRE AT THE END OF THE TRIAL PERIOD AND SHALL NOT AUTO-RENEW. ANY DATA ENTERED INTO THE DIGIMIND INTELLIGENCE BY YOU OR RECEIVED BY YOU IN CONNECTION WITH YOUR USE OF THE DIGIMIND INTELLIGENCE, AND ANY CUSTOMIZATIONS THAT MAY BE MADE TO THE DIGIMIND INTELLIGENCE BY YOU DURING THE FREE TRIAL PERIOD, WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME DIGIMIND INTELLIGENCE AS THOSE COVERED BY THE TRIAL BEFORE THE END OF THE TRIAL PERIOD.

NOTWITHSTANDING SECTION 11 (WARRANTIES AND DISCLAIMERS), DURING THE FREE TRIAL DIGIMIND INTELLIGENCE ARE PROVIDED “AS-IS” WITHOUT ANY WARRANTY OR SUPPORT.

You must review the User Documentation during the trial period so that You become familiar with the features and functions of the Digimind Intelligence before You make Your purchase.

3. PURCHASED DIGIMIND INTELLIGENCE

3.1. Provision of Purchased Digimind Intelligence. We will make the Purchased Digimind Intelligence available to You following this Agreement and the completion of the relevant Order Forms for a subscription term of a minimum period of 1 (One) Year, billed at the start of the Subscription period. You agree that Your purchases hereunder are neither contingent on the

delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

3.2. Subscriptions. Unless otherwise specified in the applicable Order Form: (i) Digimind Intelligence is purchased as subscription and may be accessed only in accordance with the applicable Order Forms; (ii) additional quantities may be added during the applicable subscription term at the same pricing as that for the pre-existing quantities thereunder, prorated as applicable for the remainder of the subscription term; and (iii) the added quantities shall terminate on the same date as the pre-existing subscriptions. Any User-based subscriptions are for designated Users only and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of Digimind Intelligence.

4. SERVICE

4.1 Setup. The setup of Queries, Web sources, Dashboards, Newsletters, Reports, Templates, by Digimind is an additional Service which requires a separate product line in the purchase order.

4.2 Exception for Retained Mentions. Where a Query in Your subscription is a Query that in any other way is so vast that it degrades the performance of the Service for You or for other customers of Digimind Intelligence, then Digimind Intelligence reserves the right to provide only a sample of Mentions for this Query. Examples of Queries for which Digimind Intelligence may exercise this right include, but are not limited to, tracking all social media or news websites for common words like “the” or “yes”.

4.3 Helpdesk Opening hours and access method. We shall provide a telephone Helpdesk service from Monday to Friday between 9.00 am and 12.00 am and between 2.00 pm and 6.00 pm (CET - central european time)., apart from public holidays. The “Digimind Helpdesk” on-line support service is accessible at the following address: <https://www.digimind-evolution.com/Helpdesk>. The telephone number for the Helpdesk of Digimind is +33 4 76 70 67 00. Faxes must be sent to the following fax number: +33 1 72 70 33 49. E-mails must be sent to the following address: dihelp@digimind.com

4.4 Perimeter of the Helpdesk service. The Helpdesk service shall include the provision of information and assistance in relation to technical matters pertaining to the configuration, management, features and characteristics of the Solution as well as assistance making it possible to determine the reasons why the Solution may not be functioning as You wish. The following are not covered by the Helpdesk service: (i) On-line training: the Helpdesk service does not include the provision of comprehensive training. If any instructions or information required in connection with the Solution are likely to occupy a Helpdesk engineer for more than thirty (30) minutes, You shall be referred to the training department of Digimind. Such training

service shall be invoiced in accordance with prices negotiated in advance by the Parties. (ii) Assistance with adapting the system to the personal requirements of You: the annual subscription for the Solution includes the provision of technical assistance in relation to the use of the Solution, which does not include assistance with the processing of specific requests in connection with the adaptation of the Solution to the personal requirements of You. As a function of the nature and complexity of the consultation requested, You may be referred to the “Services” Department of Digimind. (iii) Assistance with identifying defects in the user environment: If the technical personnel of Digimind determines that problems encountered by You are due to the configuration of the computer system of You (network, proxies, browser etc.), the personnel of Digimind shall notify You that Digimind can continue to provide assistance subject to the payment of an additional sum for finding a solution to problem in question. Such services shall be invoiced on the basis of the prices agreed in advance by the Parties. Should it subsequently appear that the defect results from the configuration of the tools of Digimind, the services shall not be invoiced.

4.5.Undertakings in relation to response times. Response times shall vary as a function of the critical or non-critical nature of the relevant problem. Digimind shall respond to a “critical” problem within a period of four (4) working hours from the time of the request. Digimind shall respond to a “non-critical” problem within a period of eight (8) working hours from the time of the request, as stipulated below. These response times shall apply to calls received during working hours. These response times shall not be applicable on the occurrence of a natural disaster or an event of force majeure. Digimind does not guarantee that the relevant issues shall be resolved during the response period, but only that a response to the original call shall be received. Should it be impossible for Digimind to contact You within the relevant response time on account of the unavailability of You (i.e. busy telephone line, no response, the relevant person being at a meeting or away from the office), this shall not constitute a breach by Digimind of its obligation to respond within the periods referred to above.

4.6 Rules applicable to updates. As a component of its annual subscription programme, You shall be entitled to receive all of the updates generally available to all clients for the modules of the Solution ordered by it.

4.7 Rules applicable to corrections. Digimind undertakes to remedy any defect in accordance with the following procedure. If You encounter a Critical Defect, as defined below, Digimind shall work in close collaboration with You and take any action required in order to provide You with a work-around solution sufficient to solve the problem. Any Serious Defect, as defined below, shall be analyzed in order to determine whether or not the Defect may be corrected in the context of a specific correction module or a future corrective version scheduled by Digimind. Minor Defects, as defined below, shall be inventoried in order to be dealt with in the context of the normal public release cycles for the Solution. Defects are defined as follows: (a) **Critical Defects:** the presence of a Critical Defect means that one of modules of the Solution cannot be used or is resulting in disruptions to the functionalities of the systems of licensed users, thereby making it impossible to use the relevant module; (b) **Serious Defect.** A Serious Defect affects the functionality of the modules but: (i) may be worked around so that the Solution is usable; or

(ii) means that the programme or the functions of the Solution cannot be used, although other programmes or functions remain unaffected; or (iii) means that the modules are functioning but that one of the functions is operating incorrectly or is not operating in accordance with the specifications; (c) **Minor Defects:** a Minor Defect has no material effect on the functionalities of the modules or the use of the supporting hardware. Digimind undertakes to correct the defects notified to it by Client within the following periods:

	Critical Defects	Serious Defects	Minor Defects
Intervention Period	4h	8h	12h
Recovery Period*	8h	10 days	Next version
Correction Period*	To be agreed by the Parties	20 days	Next version

(*The time limits indicated are the maximum length. Digimind works to find a solution within the shortest possible time period. We are aware that the platform is used by all of our clients.)

(i) **Resolution Period:** The Resolution Period is the period within which Digimind resolves the Defect and which is divided into an Intervention Period, a Recovery Period and a Correction Period. The Periods begin to run at the time of the notification of Digimind by You and end with the reinstatement of the operational context in existence at the time of the Defect's occurrence; (ii) **Intervention Period:** as far as any defect in the Solution is concerned, the Intervention Period is the period between You's notification of the Defect and the first response of Digimind: acknowledgement of receipt, initial determination, any additional questions and responses; (iii) **Recovery Period:** the Recovery Period is the period between You's notification of the defect and the (re)commissioning of all the functionalities of the Solution following the occurrence of the defect. Such recommissioning may take place in the context of a definitive solution or a work-around solution making unimpaired operation possible and may involve an exceptional procedure; (iv) **Correction Period:** the Correction Period is the period between You's notification of the defect and Digimind's definitive correction of the defect, irrespective of whether a Critical Defect, Serious Defect or Minor Default or a request for a modification of the Solution is involved. The delivery of the definitive correction of the defects with a work-around solution shall occur within a period mutually agreed upon by the Parties.

4.8 Web-browser compatibility. The default browsers recommended by Digimind are the latest version of Internet Explorer, FireFox and Google Chrome.

4.9 Prerequisites for client computer environment. Digimind strongly recommends at all times that: you have the latest version of Java; you have the Flash plug-in; you authorize Javascript. Your exploitation system is compatible with the browsers indicated above (4.8). Digimind is a Software as a Service (SaaS). As such in order to access the site the

prerequisites are the same for any modern internet site.

4.10 Prerequisites for the information system. Bandwidth is an important aspect of Digimind’s performance, as it is for any web application. Performance can be affected if the bandwidth is saturated. This is true for Your bandwidth and our own. Your IT manager needs to ensure that the necessary bandwidth is available for the tool to work at all times. On our side, we monitor our own bandwidth constantly to make sure that is it sufficient for comfortable use.

4.11 Reproducible defects. You will work with all the diligence required in close collaboration with Digimind in order to provide reproducible results for any defect reported. Digimind cannot guarantee the delivery of any correction or work-around solution if the defect cannot be reproduced.

4.12 Service Credit

Should the Solution be completely unavailable for reasons attributable to Digimind, You shall be entitled, subject to its compliance with the applicable procedures described below, to receive a “Service Credit” in accordance with the following conditions:

Duration of complete unavailability	Service Credit
Between 2h and 8h	2 days
>8h	10 days

The events stipulated by clause 11 above shall not be deemed to be unavailability events for reasons attributable to Digimind and shall not grant any right to a Service Credit. A Service Credit is constituted by a number of additional days of access to the Solution. Such additional days shall not be invoiced to You.

4.13 Service Credits request procedure. In order to receive any Service Credit, You must submit a request for a Service Credit by e-mail to Digimind at the latest within a period of fourteen (14) calendar days from the end of the month in which the event giving rise to the right to a Service Credit occurs. Should it not comply with the provisions of this Clause, You shall lose any right to the Service Credit. Digimind shall acknowledge receipt of the request for a Service Credit by e-mail on the working day following the day on which it receives such request and shall consider the content of any request within a period of fourteen days (14) from the date on which such request is received. Digimind shall then respond to You’s request by e-mail.

4.14 Professional Service Days Credit. Professional Services Days are available for 12 months. You commit to use the ordered days within a period of 12 months following the order. After this date any unused days are lost.

4.15 Data export. If You decide not to renew, Digimind undertakes to provide on request Your data in an exploitable format. This includes: a CSV file containing all validated information by file / project; a compressed file of all documents attached to validated information, with the name of the corresponding information; an export of sources in CSV format, an export of lists in CSV format. Excluding instructions from You (request to immediately destroy the database) Digimind will deactivate the platform. After a period of 3 (three) months after the subscription end date, the data will then be definitively deleted. This includes all set-up, files, information, data and the entire back-up files. No recovery of data is possible after this point.

5. USE OF DIGIMIND INTELLIGENCE

5.1. Our Responsibilities. We shall: (i) provide Our basic support for the Purchased Digimind Intelligence to You at no additional charge, and/or upgraded support if purchased separately; and (ii) make the Purchased Digimind Intelligence 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 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 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 labor 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.

5.2. 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 Section 10.3 (Compelled Disclosure) or as expressly permitted in writing by You; or (c) access Your Data except to fix technical problems, or at Your request in connection with customer support matters.

5.3. Your Responsibilities. You shall: (i) be responsible for 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 Digimind Intelligence, and notify Us promptly of any such unauthorized access or use; and (iv) use Digimind Intelligence only in accordance with the User Documentation and applicable laws and government regulations. You shall not: (a) make Digimind Intelligence available to anyone other than Users; (b) sell, resell, rent, or lease Digimind Intelligence; (c) use the Digimind Intelligence to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit or reproduce material in violation of third-party privacy rights, especially for, but not limited to, the respect of applicable copyright laws ; (d) use Digimind Intelligence to store or transmit Malicious Code; (e) interfere with or disrupt the integrity or performance of Digimind Intelligence or third-party data contained therein; or (f) attempt to gain unauthorized access to Digimind Intelligence or their related

systems or networks. Additionally, You shall not:(i) use Digimind Intelligence 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 to Digimind Intelligence or use Digimind Intelligence 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) Protected Health Information (as defined in the U.S. Health Insurance Portability and Accountability Act of 1996 and regulations thereunder, as amended, "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 Digimind Intelligence are 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.

5.4. Fair Use. As a complement of the Digimind Fair Usage Policy for Queries (see 4.4 "Exception for Retained Mentions"), all Queries, Mentions, Newsletters, Alerts, Graphs, 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 may work with You to seek to reduce Your usage so that it conforms with such limits. .

6. INDEXED CONTENT AND THIRD-PARTY PLATFORMS

6.1. Indexed Content. We do not own or control Indexed Content. Indexed Content shall not be considered Your Data or "Customer Data" under any circumstances, including pursuant to the terms of any other agreement we may enter into with You for non-Digimind Intelligence. 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.

6.2. Third-Party Social Platform Access and Interactions. You shall enable Digimind

Intelligence to access Your Third-Party Social Platform accounts and any websites operated by You or on Your behalf with respect to which You use Digimind Intelligence. 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 Digimind Intelligence. 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.

7. NON-DIGIMIND PROVIDERS

7.1. Acquisition of Non-Digimind Products 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, customization, and other consulting services. We do not warrant or support Non-Digimind products or services, whether or not they are designated by Us as “certified” or otherwise, except as specified in an Order Form. Subject to Section 8.2 (Integration with Non-Digimind Applications), no purchase of Non-Digimind products or services is required to use Digimind Intelligence except a supported computing device, operating system, web browser, and Internet connection.

7.2. Integration with Non-Digimind Applications. The Digimind Intelligence 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 Intelligence Service features on reasonable terms, We may cease providing such Digimind Intelligence Service features without entitling You to any refund, credit, or other compensation.

8. FEES AND PAYMENT FOR PURCHASED DIGIMIND INTELLIGENCE

8.1. Fees. You shall pay all fees specified in the Order Form. Except as otherwise specified herein or in an Order Form, (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities

purchased cannot be decreased during the relevant subscription term stated on the Order Form. Subscription fees are based on yearly periods that begin on the subscription start date and each yearly anniversary thereof; therefore, fees for quantities added in the middle of a yearly period will be charged for that full yearly period and the yearly periods remaining in the subscription term.

8.2. Invoicing and Payment. You will provide Us with a valid and updated purchase order or alternative document reasonably acceptable to Us. We will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due next 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

8.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 8.2 (Invoicing and Payment).

8.4. Suspension of Digimind Intelligence Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue, in accordance with Section 15.2 (Manner of Giving Notice), before suspending services to You.

8.5. Payment Disputes. We shall not exercise Our rights under Section 8.3 (Overdue Charges) or 8.4 (Suspension of Digimind Intelligence Service and Acceleration) if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

8.6. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against Us based on Our income, property and employees.

9. PROPRIETARY RIGHTS

9.1. Reservation of Rights in the Digimind Intelligence. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to Digimind Intelligence, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

9.2 Restrictions. You shall not: (i) in the course of using Digimind Intelligence, 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 Digimind Intelligence; (iii) permit any third party to access the Digimind Intelligence except as permitted herein or in an Order Form; (iv) create derivative works based on Digimind Intelligence 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 the Digimind Intelligence, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes; (vii) reverse engineer the Digimind Intelligence; (viii) access the Digimind Intelligence in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Digimind Intelligence; (ix) use the Digimind Intelligence 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 Digimind Intelligence 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.

9.3. Your Data. As between You and Us, You shall own all Your Data, including all reports, statistics, and other data to the extent generated from Your Data, and all intellectual property rights therein. During the term of this Agreement, You grant to Us the right to use Your Data to provide feedback to You concerning Your use of the Digimind Intelligence Service.

9.4. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Digimind Intelligence any suggestions, enhancement requests,

recommendations, or other feedback provided by You, including Users, relating to the operation of the Digimind Intelligence.

9.5. Use of Trademark

Subject to the Terms set forth in this document, You grant to Digimind a non-exclusive, non-transferable, royalty-free license to use the Trademark as a client reference in Our marketing efforts worldwide. Digimind shall make no other use of the Trademark. The term of this agreement shall be the term of Customer subscription.

10. CONFIDENTIALITY

10.1. Definition of Confidential Information. As used herein, “Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) 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. Your Confidential Information shall include Your Data; Our Confidential Information shall include Digimind Intelligence; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, 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) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

10.2. Protection of Confidential Information. The Receiving Party shall (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care), (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (iii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party’s prior written consent.

10.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest

the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

11 PROCESSING OF PERSONAL DATA

11.1 Role of the Parties

The Parties acknowledge and agree that with regard to the Processing of Personal Data, (i) You are the Data Controller and (ii) We are the Data Processor.

11.2 Processing of Personal Data by the Data Controller

11.2.1 The Data Controller (You) shall, in its use or receipt of Services, process Personal Data in accordance with the requirements of data protection laws and comply at all times with obligations applicable to Data Controllers (including without limitation, Article 24 of the GDPR).

11.2.2 The Data Controller (You) shall Process Personal Data solely for the purposes of the performance, management and monitoring of the Agreement, without prejudice to possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law.

11.3 Processing of Personal Data by the Data Processor

11.3.1 Instructions given by the Data Controller

(i) The Data Processor (We) shall process Personal Data only in compliance with documented instructions from the Data Controller (You), unless required to do so by Union or Member State law to which the Data processor is subject. In this case, the Data processor (We) shall inform the Data controller (You) of that legal requirement before processing, unless the law prohibits this on important grounds of public interest. Subsequent instructions may also be given by the Data controller (You) throughout the duration of the processing of Personal Data. These instructions shall always be documented.

(ii) The instruction shall notably be deemed to include instruction concerning Personal Data transfers to a third country (outside E.U.) if needed for Data Processor (Us) to perform its obligations, unless it is required to do so under the law of the European Union or the law of the member State to which the Data Processor is subject. In this event, the Data Processor will notify this obligation to the Data Controller as soon as it becomes aware of it and before any processing unless the relevant right prohibits such information for important reasons of public interest.

(iii) To the extent that the Data Processor (We) cannot comply with a request from the Data Controller to the processing of Personal Data or where the Data Processor considers such a request to be unlawful, the latter shall inform the Data Controller (You). The Data Processor (We) will not be liable in the event of any claim brought by a third party, including, without limitation, a Data Subject, arising from any act or omission of the Data Processor (Us), to the extent that such is a result of the Data Controller's (Your) instructions.

11.3.2 Nature, duration and purpose of treatment

(i) When a Personal Data processing operation is carried out by the Data Processor (Us) on behalf of the Data Controller (You), the latter explicitly and legitimately determines the nature, purpose and means of the data processing. The controller (You) also defines the purpose and duration of the processing of Personal Data.

(ii) The Data processor (We) shall process the personal data only for the specific purpose(s) of the processing unless it receives further instructions from the Data controller (You).

(iii) The duration of the processing of Personal Data can not exceed the time necessary to achieve the specified objectives. This duration of the processing corresponds to the duration of the data retention.

11.3.3 Privacy by Design

The Data Processor undertakes to take into account, with regard to its tools, products, applications or services, the principles of data protection from the outset and the principles of data protection by default.

11.3.4 Security of Personal Data

(i) The Data Processor (We) undertakes to adopt appropriate technical and organizational security measures to ensure the security of the Personal Data in order to:

- prevent any unauthorized person from having access to computer systems processing personal data, and especially:
 - unauthorized reading, copying, alteration or removal of storage media;
 - unauthorized data input as well as any unauthorized disclosure, alteration or erasure of stored personal data;
 - unauthorized using of data-processing systems by means of data transmission facilities;
- ensure that authorized users of a data-processing system can access only the personal data to which their access right refers;
- record which Personal Data have been communicated, when and to whom;
- ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- design its organizational structure in such a way that it meets data protection requirements.

(ii) The Data Processor (We) ensures that persons authorized to process Personal Data undertake to respect confidentiality. In order to fulfill this obligation, the persons authorized to process Personal Data are bound by a non-disclosure agreement.

11.3.5 Documentation and compliance

(i) The Data Controller (You) and the Data Processor (We) shall be able to demonstrate compliance with these Clauses and with the requirements of the General Regulation on the Protection of Personal Data (GDPR), or any other data protection laws, and the obligations arising therefrom and their compliance with it.

(ii) In so doing, the Data Processor (We) shall make available to the Data Controller (You) all information necessary to demonstrate compliance with obligations incumbent on him under these Clauses and the GDPR including, without limitation, information to allow carrying out of audits of the processing activities covered by these Clauses.

(iii) Such audits or inspections shall be performed during normal business hours and in a way that does not interfere with normal business activities of Data Processor (Us) and, where relevant, Subcontractor of the Data Processor.

11.3.6 Subcontractors of the Data Processor

(i) The Data Processor (Us) shall have the Data Controller's (Your) general authorization to outsource a Subcontractor for carrying out specific Personal Data processing activities on behalf of the Data Controller (You).

(ii) The Data Processor (Us) shall inform the Data Controller (You) of any planned changes regarding the addition or replacement of a Data Processor Subcontractor.

(iii) When the Data processor (Us) engages a sub-processor, it shall do so by way of a contract which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on the Data Processor (Us) in accordance with the Clauses of this Agreement including, without limitation, the Clause 11 "Processing of Personal Data" for the implementation of appropriate technical and organizational measures provided for in the GDPR.

(iv) The Data Controller (You) confirms that You know and validate the list of subprocessors (available at <https://www.digimind.com/data-privacy>) which process personal data on behalf of the Data processor.

11.3.7 Assistance to the Data Controller

(i) The Data Processor (We) shall assist the Data Controller (You), through appropriate technical and organizational measures, insofar as this is possible, in fulfilling its obligations under applicable data protection laws such as any disclosure request, or request for information, or to respond to data subjects' requests to exercise their rights (right to be informed, right of access to its data, right to object, right to erasure, right to rectification, right of data portability, right to

restriction of processing) that have been made to the Data Controller (You) directly or to Data Processor (Us).

(ii) The Data Processor (We) shall help the Data Controller (You) guarantee security throughout the processing of Personal Data. At this end, the Data Processor (We) commits to establish, in the context of processing Personal Data carried out by the Data Controller (You), all of the technical and organizational measures suitable to provide a level of security appropriate to each nature of processing and to the information of which the Data Processor can have access to.

11.3.8 Notification of Personal Data breach

(i) In the event of a Personal Data breach concerning the Data processed by the Data Processor (Us), the latter shall notify the Data Controller (You) of any Personal Data breach, in a timely manner after having become aware of it. Such notification shall contain, at least:

- A description of the nature of the Personal Data breach including, where possible, the categories and approximate number of data subjects and data records concerned;
- The details of a contract where more information concerning the personal data breach can be obtained;
- A description of likely consequences of the Personal Data breach.

(ii) In the event of a Personal Data breach concerning the Data processed by the Data Controller (You), the Data Processor (We) shall assist the Data Controller (You) in providing all data and details relating to such breach, information enabling the Data Controller (You) to notify the competent Supervisory Authority, and in enabling the Data Controller (You) to remedy such breach.

11.3.9 Termination

Following the completion of the processing of Personal Data on behalf of the Data Controller (You), or, following the termination of the contract between the Data Processor (Us) and the Data Controller (You), the Data Processor (We) undertakes, at the choice of the Data Controller (You), for each type of Personal Data, to return or delete thereof, and to destroy all the existing copies, unless, European regulation or the law of a Member State, to which the Data Processor is subject, requires the retention of such copies.

12. WARRANTIES AND DISCLAIMERS

12.1. Our Warranties. We warrant that: (i) We have validly entered into this Agreement and have the legal power to do so; (ii) Digimind Intelligence shall perform materially in accordance with the User Documentation; (iii) subject to Section 7.2 (Integration with Non-Digimind

Applications), the functionality of Digimind Intelligence will not be materially decreased during a subscription term; and (iv) We will not transmit Malicious Code to You, provided We are not in breach of this subpart (iv) if You or a User uploads a file containing Malicious Code into the Digimind Intelligence and later downloads that file containing Malicious Code. For any breach of a warranty above, Your exclusive remedy shall be as provided in Section 14.3 (Termination for Cause) and Section 14.4 (Refund or Payment upon Termination) below.

12.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

12.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE INDEXED CONTENT IS PROVIDED “AS IS,” “AS AVAILABLE,” WITH NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. DIGIMIND INTELLIGENCE PROVIDED UNDER A FREE TRIAL AT NO CHARGE ARE PROVIDED “AS IS”, EXCLUSIVE OF ANY WARRANTY OR AVAILABILITY COMMITMENT WHATSOEVER.

13. MUTUAL INDEMNIFICATION

13.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party (i) alleging that the use of Digimind Intelligence as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a “Claim Against You”), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You; and (c) provide to Us all reasonable assistance, at Our expense. In the event We receive information regarding a Claim Against You, or if We reasonably believe Digimind Intelligence may infringe or misappropriate or violate any applicable laws, We may in Our discretion (i) modify Digimind Intelligence so that they no longer infringe or misappropriate third party rights or fail to comply with any applicable law, without breaching Our warranties under “Our Warranties” above, (ii) obtain a license for Your continued use of Digimind Intelligence, at no cost to You, in accordance with this Agreement, (iii) terminate Your User subscriptions for such Digimind Intelligence upon 30 days’ written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination, or (iv) require that You immediately, upon receipt of notice from Us, discontinue all use of any Indexed Content or Your Data that may be related to an actual or potential Claim Against You or violation of law, to the extent not prohibited by law, delete from

Your systems any such Indexed Content or delete or permit Us to delete from Digimind Intelligence, any of Your Data, in each case within five days of receipt of notice from Us. You shall, if so requested by Us, certify such deletion and discontinuance of use in writing. We shall be authorized to provide a copy of such certification to the third party claimant. We shall have no obligation to indemnify You to the extent any Claim Against You arises from Indexed Content, a Third Party Social Platform, or Your breach of the terms of this Agreement.

13.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of Digimind Intelligence, a Third-Party Social Platform, or Indexed Content in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense. In the event We receive information regarding an actual or potential Claim Against Us, We may, in Our discretion, require You to immediately, upon receipt of notice from Us, discontinue all use of any Indexed Content or Your Data that may be related to an actual or potential Claim Against Us and, to the extent not prohibited by law, delete from Your systems any such Indexed Content or delete or permit Us to delete from the Digimind Intelligence, any of Your Data, in each case within five days of receipt of notice from Us. You shall, if so requested by Us, certify such deletion and discontinuance of use in writing. We shall be authorized to provide a copy of such certification to the third party claimant.

13.3. Exclusive Remedy. This Section 12 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

14. LIMITATION OF LIABILITY

14.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$100,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 8 (FEES AND PAYMENT FOR

PURCHASED DIGIMIND INTELLIGENCE).

14.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

15. TERM AND TERMINATION

15.1. Term of Agreement.

This Agreement commences on the date You accept it and continues until all subscriptions granted in accordance with this Agreement have expired or been terminated. If You elect to use Digimind Intelligence for a trial period and do not purchase a subscription before the end of that period, this Agreement will terminate at the end of the trial period.

15.2. Term of Purchased Subscriptions.

Subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. **Except as otherwise specified in the applicable Order Form, all subscriptions shall automatically renew for additional periods equal to the previous subscription period or two years (whichever is shorter), unless either party gives the other written notice of non-renewal at least 60 days before the end of the relevant subscription term. The pricing of such renewal shall be the same as the initial pricing unless We have given You written notice 90 days before the expiration date of the subscription, of an increased pricing which will be effective upon renewal. Any such pricing increase shall not exceed 10% of the pricing for the relevant Digimind Social in the immediately prior subscription term, unless the pricing in such prior term was designated in the relevant Order Form as promotional or one-time.**

15.3. Termination for Cause.

A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

15.4. Refund or Payment upon Termination.

Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any

termination for cause by Us, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

16. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

16.1. General. Who You are contracting with under this Agreement, who You should direct notices to under this Agreement, what law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where You are domiciled.

If You are domiciled in:	You are contracting with:	Notices should be addressed to:	The governing law is:	The courts having exclusive jurisdiction are:
The United States of America, Canada.	Digimind Inc.	DIGIMIND Inc. 185 Alewife Brook Parkway Suite #210 Cambridge, MA 02138 USA Tel : + 1 800-510-3790 Contact : contact-us@digimind.com	Massachusetts and controlling United States federal law	Boston, Massachusetts, U.S.A.
Europe, the Middle East or Africa, Mexico, or a Country in Central or South America or the Caribbean.	Digimind S.A.	DIGIMIND S.A 6 place Robert Schuman 38100 Grenoble - France Tél. +33 (0)4 76 70 13 78 Contact: contact@digimind.com	France	France
A Country in the Asia Pacific region.	Digimind Pte Ltd	78 South Bridge Rd, #06-01 TKH Building, Singapore 058708 Tel: +65 9627 5534 apac@digimind.com	Singapore	Singapore

16.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the fifth business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Digimind Intelligence system administrator designated by You.

16.3. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

16.4. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

Last update: April 22nd, 2024

Key changes on last update

Article 11 - Processing of Personal Data - has been updated and article 11.3.6 (iv) has been added: validation of the data controller of the subcontractors list.

Update: January 27th, 2023

Key changes on last update

Article 1 – Definitions - definitions of “Clauses”; “Data Protection Officer”; “Supervisory Authority” have been added.

Article 11 – Processing of Personal Data - has been updated and article have been added:

Article 11.1 – Role of the parties - to determine the Data Controller and the Data Processor.

Article 11.2 – Processing Personal Data by the Data Controller - to define the obligations of the Data Controller.

Article 11-3 -- Processing of Personal Data by the Data Processor - to define the obligations of the Data Processor.

Article 11-3-1 – Instructions given by the Data Controller - to detail the obligations of the Data Processor.

Article 11-3-7 – Assistance to the Data Controller.

Article 15-2 – Term of Purchased Subscriptions - has been updated: termination notice has to be given 60 days before the end of the subscription term instead of 90 days to give extra time

to the customer. Also, a notice of a price increase has to be given by Us, 90 days before the subscription term instead of 60 days.