

Terms and Conditions of FREEMIUM Service

last update: 2016/06/29

PREAMBLE

Société OPENDATASOFT, a simplified joint-stock company located at 130, rue de Lourmel, 75015 PARIS, RCS PARIS 538 168 329 (hereinafter “OPENDATASOFT”), operates the platform accessible at <https://www.opendatasoft.com/> (hereinafter the “OPENDATASOFT PLATFORM”).

Offered as Software as a Service, the OPENDATASOFT PLATFORM can be used for numerous purposes including open data portals, internal data references, smart city platforms, and data marketplaces. The OPENDATASOFT PLATFORM facilitates the following operations:

- Processing and publication of datasets for systems management;
- USER data search and visualization; and
- Reuse of data via APIs for developers.

The CLIENT acknowledges that prior to commencing use of the SERVICES, OPENDATASOFT provided the CLIENT with all necessary information regarding the OPENDATASOFT PLATFORM and the SERVICES described hereinafter.

These Terms and Conditions of Freemium Service (hereinafter the “FREEMIUM TERMS AND CONDITIONS” or “FTCs”) together with the General Terms and Conditions (“GTCs”) govern all uses of the OPENDATASOFT PLATFORM Freemium Service and by using the Freemium Service, the CLIENT agrees to be bound by both these FTCs and the GTCs. These FTCs are hereby incorporated into, and made a part of, the GTCs applicable to all uses of the OPENDATASOFT PLATFORM and available at https://legal.opendatasoft.com/en_US/terms-of-use.html.

ARTICLE 1. DEFINITIONS

Except as defined below, the terms listed in these FTCs have the same meanings as those specified in the GTCs.

- **“FREEMIUM SERVICE”**: means the free service package offered to CLIENTS as described in detail at <https://www.opendatasoft.com/>.

ARTICLE 2. PURPOSE OF FREEMIUM TERMS – CONTRACTUAL DOCUMENTS

These FTCs, entered into between OPENDATASOFT, on the one hand, and the CLIENT, on the other (hereinafter collectively referred to as the "PARTIES"), together with the GTCs define the respective rights and obligations of each PARTY in connection with the FREEMIUM SERVICE, and are intended to supplement the GTCs published at https://legal.opendatasoft.com/en_US/terms-of-use.html.

ARTICLE 3. SUBSCRIPTION TO FREEMIUM SERVICE

To subscribe to the FREEMIUM SERVICE, the CLIENT must register on the OPENDATASOFT PLATFORM, pursuant to the provisions of Article 3 of the GTCs, available at https://legal.opendatasoft.com/en_US/terms-of-use.html.

ARTICLE 4. DESCRIPTION OF FREEMIUM SERVICE

The specifications regarding FREEMIUM SERVICE are explained in detail at: <https://www.opendatasoft.com/>, and include the following:

- The ability to manage a DOMAIN; and - Access via the BACK OFFICE and SOLUTIONS to publish, modify, organize, and consult DATASETS in accordance with the technical limits as imposed by OPENDATASOFT or agreed upon between the PARTIES in writing.

CLIENT acknowledges that the FREEMIUM SERVICE is available free of charge, and that accordingly OPENDATASOFT does not guarantee delivery of any specified Service Level Objectives in connection with the FREEMIUM SERVICE. If CLIENT seeks specific Service Level Objectives, CLIENT should contact OPENDATASOFT regarding PREMIUM SERVICE and other service offerings available from OPENDATASOFT, and the Terms and Conditions for the applicable SERVICE, as explained in greater detail at <https://www.opendatasoft.com/>.

ARTICLE 5. OBLIGATIONS OF CLIENT

In addition to the obligations imposed in the GTCs, in using the FREEMIUM SERVICE, the CLIENT shall:

- Inform the BENEFICIARIES of the type of LICENSE(S) the BENEFICIARIES are granted and the source for each DATASET that the BENEFICIARIES are permitted to access through the OPENDATASOFT PLATFORM

ARTICLE 6. INTELLECTUAL PROPERTY

Each of the PARTIES shall retain ownership of the knowledge, know-how, processes, information, technical, industrial or commercial data, supplies, software, and other creations that it possessed prior to entering into these FTCs.

(i) Property of the CLIENT

The DATASETS published on the OPENDATASOFT PLATFORM by the CLIENT shall remain the property of the CLIENT. The CLIENT shall oversee the dissemination of, and access to, all DATASETS published on CLIENT'S OPENDATASOFT account via the BACK-OFFICE of CLIENT'S DOMAIN, and use of OPEN or PRIVATE LICENSES.

(ii) Management of LICENSES

As part of the administration of its DOMAIN, CLIENT shall establish and communicate to BENEFICIARIES the license terms applicable to CLIENT'S published DATASETS (e.g., OPEN LICENSE, one or more PRIVATE LICENSES).

By default, and unless specified otherwise by CLIENT, in order to prevent inadvertent disclosure of DATASETS, all DATASETS will be published under a PRIVATE LICENSE.

The CLIENT shall specify and communicate the source of each DATASET to the BENEFICIARIES thereof.