

Terms and Conditions of PREMIUM Service

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PREAMBLE

The Company 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/>.

These PREMIUM General Terms and Conditions (“PTCs”), together with the Service-Specific Terms & Order (“ORDER”), the General Terms and Conditions (“GTCs”), and, if applicable, the Terms and Conditions for any SUPPLEMENTARY SERVICES, constitute the entire CONTRACT between the CLIENT and OPENDATASOFT. In the event of any inconsistency between and among the terms of any of the foregoing, the order of precedence shall be: First, the Order, then the Terms and Conditions for any SUPPLEMENTARY SERVICES, if applicable, followed by the PTCs and finally, the GTCs.

ARTICLE 1. DEFINITIONS

Defined terms used, but not defined, in these PTCs, shall have the meanings ascribed to them in the GTCs, or if not there, then in the MTCs, or as set forth below:

“**ACCOUNT**”: means the account of the CLIENT on the OPENDATASOFT PLATFORM enabling access to the SERVICES ordered from the Services and options selected in the ORDER. Access to the ACCOUNT is achieved using the Client’s User ID and Password.

“**CREATIONS**”: means any intellectual property created by OPENDATASOFT in connection with the provision of SERVICES, including without limitation software, documents, reports, analyses, studies, manuals, visuals, maquettes, illustrations, drawings, results of work performed in the context of the SERVICES, including all components and derivative works thereof. The elements indicated above may be software, graphics, text, sound, audiovisual, visual, etc.

“**IDENTIFIERS**”: means confidential User ID and password enabling access to an ACCOUNT. These IDENTIFIERS are provided by OPENDATASOFT and are for the exclusive use of CLIENT, who is solely responsible for them.

“**CONFIDENTIAL INFORMATION**”: means (i) protected information (held by the disclosing Party or a third party with which the disclosing party has a non-disclosure obligation), particularly any information, know-how or software, including without limitation its source code and any translation, compilation, partial copy or derivative work; (ii) any information designated as confidential at the time of its disclosure to the

receiving party, or when it is orally communicated, identified as being confidential and expressed in written form or other material form (including electronically), which encompasses a notice of confidentiality clearly stipulated and transmitted to the addressee within a period of thirty (30) days following the disclosure; and (iii) any information that should, in light of the circumstances of its disclosure, be treated in good faith as protected and confidential.

“WORKING DAYS” OR “BUSINESS DAYS”: means every day from 9:00 am to 6:00 pm, except Saturday, Sunday and local holidays where the CLIENT’s headquarters is located.

“PREMIUM SERVICE”: means a paid offering that allows access to all SERVICES of the OPENDATASOFT PLATFORM, subject to the technical parameters specified at the time of subscription. The PREMIUM offering provides a series of options that the CLIENT can elect.

“SUPPLEMENTARY SERVICES”: means the optional services, if any, described in the ORDER that CLIENT can activate from the BACK-OFFICE, subject to specific contractual conditions.

ARTICLE 3. PURPOSE - MODIFICATION

The purpose of these PTCs is to define the relative rights and obligations of OPENDATASOFT and CLIENT with respect to use of the OPENDATASOFT PLATFORM, the SERVICES, and SOLUTIONS.

OPENDATASOFT reserves the right to modify these PTCs at any time by posting changes on its website. CLIENT is expected to consult the website regularly for notice of such changes. In the event of material and adverse changes to CLIENT’S rights or obligations:

CLIENT may consent (or fail to object within thirty (30) days of posting to OPENDATASOFT’S website) to such material and adverse changes, in which case such changes shall become binding on CLIENT, without any other formality; alternatively,

CLIENT may refuse to accept the material adverse changes, by providing written notice of such rejection within thirty (30) days of posting to OPENDATASOFT’S website, in which case:

For CLIENTS whose subscriptions include term commitments, the contractual conditions applicable on the day the ORDER is executed by the CLIENT will remain in effect until termination or expiration of the term commitment.

For CLIENTS with open-ended terms, such CLIENTS terminate the CONTRACT without liability by notifying OPENDATASOFT of such termination via prepaid registered letter with return receipt requested, such termination to be effective thirty (30) days from the date of such notification. In such cases, the CLIENT must pay OPENDATASOFT all charges for SERVICES and SOLUTIONS used

through the effective termination date, calculated, as appropriate, on a prorated basis considering the number of months that have elapsed since commencement of the CONTRACT and the number of months remaining as of the date of termination.

ARTICLE 4. USE RIGHTS

For the Term of this CONTRACT, as indicated on the ORDER, OPENDATASOFT grants the CLIENT a non-exclusive, worldwide, and non-transferable user license for the OPENDATASOFT PLATFORM and the related SERVICES and SOLUTIONS, in accordance with the specifications CLIENT has elected in the ORDER. This user license is granted in consideration for payment by the CLIENT of the amounts specified in the ORDER.

CLIENT may not assign, transfer, delegate or sub-license the rights granted herein to a third party directly or indirectly without the prior written agreement of OPENDATASOFT; provided, however, that CLIENT may assign this license to an affiliate or to a successor-in-interest of all or substantially all of CLIENT's assets, equity, or business, without the consent of, but with notice to, OPENDATASOFT.

Except as required by law, which the PARTIES acknowledge they cannot exclude through mutual agreement, CLIENT shall be in violation of the terms of this license, and such license shall immediately and automatically terminate if CLIENT does or attempts to do any of the following:

copies, modifies, reproduces, creates any derivative work, alters, reproduces, republishes, downloads, attaches, transmits, or distributes all or part of the components of the OPENDATASOFT PLATFORM and/or the SOLUTIONS in any way, in any medium, or by any means whatsoever.

decompiles, disassembles, reverse-engineers, or renders comprehensible in any way all or part of the SERVICES, the SOLUTIONS and the OPENDATASOFT PLATFORM;

accesses all or part of the SOLUTIONS and SERVICES for the purpose of conceiving a competing application or service;

accesses the source code of any SOLUTION;

suppresses, defeats, or overrides any Technological Protection Measure ("TPM"), or uses or manufactures any device with the intent of facilitating the unauthorized suppression or overriding of a TPM; or

provides the SOLUTIONS or SERVICES to third parties or purports to grant rights to use same under any license, sale, rental agreement, assignment, distribution, display, or other commercial exploitation of the SOLUTIONS or SERVICES.

CLIENT shall take all reasonable steps to prevent any unauthorized access to, or use, of the OPENDATASOFT PLATFORM, the SOLUTIONS, and SERVICES and, in the event of such unauthorized access or use, CLIENT shall notify OPENDATASOFT thereof as quickly as possible.

ARTICLE 5. ACCESS PROCEDURES

Access to the OPENDATASOFT PLATFORM and to the SERVICES shall require the opening of an ACCOUNT protected by IDENTIFIERS, either by the CLIENT on the OPENDATASOFT PLATFORM, or by OPENDATASOFT using the information the CLIENT has provided on Annex 1 hereto.

CLIENT must not reveal the IDENTIFIERS to any person not authorized to use the SERVICE or OPENDATASOFT PLATFORM, and it must use best efforts to preserve the IDENTIFIERS' confidentiality, and notify OPENDATASOFT immediately upon learning of any unauthorized use of its ACCOUNT.

The PARTIES agree that any failure of CLIENT to comply with the terms of this Article shall be grounds for OPENDATASOFT to terminate the CONTRACT without liability.

CLIENT acknowledges and agrees that OPENDATASOFT can refuse the opening of an ACCOUNT and thereby, refuse access to the OPENDATASOFT PLATFORM and the SERVICES:

to any person or entity who has been party to a contract that OPENDATASOFT terminated fewer than one year previously, due to an uncured material breach by such person or entity;

to any person or entity who has not fully paid amounts it owed to OPENDATASOFT pursuant to an earlier contract; or

for any other reason not prohibited by applicable law.

ARTICLE 6. USE AUP FOR PREMIUM SERVICES

6.1. Obligations of the CLIENT

In addition to the AUP and its other obligations set forth in the GTCs, CLIENT agrees to inform the BENEFICIARIES of the type of license applicable to and the source of each DATASET CLIENT has posted on the OPENDATASOFT PLATFORM.

CLIENT further agrees:

to cooperate with OPENDATASOFT on all matters pertaining to the SERVICES;

to provide OPENDATASOFT, at its request, with all documents and information (in whatever form or medium) in its possession that are relevant to the provision or use of the SERVICES.

to undertake the provision of corrective maintenance following acceptance of the preliminary estimate provided by OPENDATASOFT when any SUPPLEMENTARY SERVICES fail to function properly and the possible cause of such failure may be:

- non-fulfillment by the CLIENT of its obligations under this CONTRACT, including wrongful use of the OPENDATASOFT PLATFORM, the SERVICES, or the SOLUTIONS;
- use of the OPENDATASOFT PLATFORM, the SERVICES, or the SOLUTIONS by an unauthorized third party;
- the CLIENT's failure to properly or thoroughly train its personnel; or
- lack of specificity or accuracy in any error report sent to OPENDATASOFT by or on behalf of CLIENT.

to regularly check for and review any notifications addressed to CLIENT through the BACK-OFFICE

to make regular backups of CLIENT'S data (it being agreed that it shall be CLIENT'S sole and exclusive obligation, and not that of OPENDATASOFT, to back up CLIENT'S data);

6.2. Non-compliance with the provisions of Article 6

The PARTIES agree that any breach by CLIENT of any provision of this Article shall be grounds for temporary suspension or termination of the CONTRACT by OPENDATASOFT without liability.

Upon termination or expiration of this CONTRACT, CLIENT will remain liable for all amounts set forth in the ORDER. CLIENT hereby waives any claim against, and holds OPENDATASOFT harmless against, any claim arising from OPENDATASOFT'S termination of this CONTRACT pursuant to this Article. In addition to its termination rights as provided herein, OPENDATASOFT shall be entitled to all other remedies available to it in law or in equity for the act or omission giving rise to termination, including without limitation any damages and interest to which it may be entitled, among other causes of action.

If OPENDATASOFT receives any complaints, claims, or notifications from internet users or any administrative or judicial authority as a result of CLIENT'S or its USERS' use of the SERVICES, CLIENT shall indemnify OPENDATASOFT and its officers, directors, employees, and agents against any and all bear the costs, including internal costs and overhead, associated with responding to such complaints, claims or notifications.

ARTICLE 7. OBLIGATIONS OF OPENDATASOFT

The PARTIES expressly agree that OPENDATASOFT's sole obligation hereunder is to use commercially reasonable efforts to provide the OPENDATASOFT PLATFORM and the SERVICES and that it is not bound

by any Service Level Obligation or performance specification of any kind, except as expressly stated herein.

7.1. Accessibility / Availability

It is OPENDATASOFT's objective to make the OPENDATASOFT PLATFORM and the SERVICES accessible 24 hours a day, 7 days a week, except in cases of force majeure or failure of third-party facilities, acts or omissions of CLIENT or USERS and scheduled and unscheduled maintenance. To this end, OPENDATASOFT will use commercially reasonable efforts to make the SERVICES available 99.9% of each month.

Such availability is to be measured by OPENDATASOFT and reported to the CLIENT via the BACK OFFICE. Availability is defined by OPENDATASOFT as being the capacity of the OPENDATASOFT PLATFORM to respond to USER requests for API's for a DATASET that has already been integrated. It does not take into account possible cases of over fulfillment of quotas. THERE IS NO GUARANTEE THAT DATA WILL NOT BE CORRUPTED.

OPENDATASOFT reserves the right to interrupt access to all or part of its SERVICES for maintenance (including installation of patches and upgrades), monitoring of the SERVICES, and response to an outage, interruption or degradation of SERVICE.

To the extent reasonably feasible under the circumstances, OPENDATASOFT shall inform the CLIENT through any means at least fifteen (15) days in advance of any rolling maintenance operations that will impact the availability of the SERVICE.

OPENDATASOFT shall have no liability to the CLIENT, its USERS, or any third party, under any theory of recovery, for any failure or interruption of the OPENDATASOFT PLATFORM or SERVICES except as expressly set forth in this Article 7, and the remedies set forth in this Article 7 are CLIENT'S sole and exclusive remedies therefor.

7.2. Maintenance

Corrective maintenance

(i) Principles of intervention

OPENDATASOFT will be responsible for corrective maintenance of the OPENDATASOFT PLATFORM, and will use commercially reasonable efforts to respond to troubles in accordance with the following timetable:

- Critical error: four (4) hours (other than weekends and locally recognized holidays (i.e., "BUSINESS DAYS") following the receipt of error report
- Semi-critical error: eight (8) hours (on BUSINESS DAYS) following the receipt of error report.

- Non-critical error: At most five (5) BUSINESS DAYS following the receipt of error report.

OPENDATASOFT may use a subcontractor for corrective maintenance of SERVICES and SOLUTIONS associated with the OPENDATASOFT PLATFORM.

As used herein, the following terms have the meanings set forth below:

- “Error”: means a dysfunction in the OPENDATASOFT PLATFORM, SOLUTIONS, or SERVICES that is reproducible. There are three kinds of Errors:
 - “Critical error”: any functional error making use of the OPENDATASOFT PLATFORM, and/or SERVICES and SOLUTIONS impossible.
 - “Semi-critical error”: any functional error allowing for partial use of the OPENDATASOFT PLATFORM, the SOLUTIONS and SERVICES.
 - “Non-critical error”: any minor functional error allowing for the complete use of the OPENDATASOFT PLATFORM, the SOLUTIONS and SERVICES in all of their functionalities, even if accomplished using a workaround.

(ii) Procedure to be followed

A “notification” must be made to OPENDATASOFT to document a particular ERROR, which must contain sufficient information to allow OPENDATASOFT to identify the ERROR and to reproduce it in connection with its response. CLIENT may provide notification via email or a form designed specifically for this purpose.

In the absence of notification, or in case of insufficiently documented notification that does not allow OPENDATASOFT to identify or reproduce the ERROR, the response times set forth above shall not apply, and OPENDATASOFT shall have no liability for:

- failure to meet the timetables for correction set forth above;
- in the case of abusive use of server resources; or
- in the case of an ERROR caused by force majeure or any third party other than OPENDATASOFT.

Support

OPENDATASOFT also makes customer support available to the CLIENT at the following email address: support@opendatasoft.com during business days between 8:00 am and 6:00 pm.

Rolling maintenance

OPENDATASOFT conducts rolling maintenance of the OPENDATASOFT PLATFORM, and will inform the CLIENT through its ACCOUNT or by any other means prior to the installation of a new software version for one or more SOLUTIONS. CLIENT is not entitled to maintenance of earlier versions of any SOLUTION;

therefore, it is CLIENT's responsibility to ensure that its SOLUTIONS are updated regularly.

7.3. Security

OPENDATASOFT shall use commercially reasonable efforts to:

- protect the digital and physical security of its information systems; and
- minimize the risk of a security infraction.

NOTWITHSTANDING THE FOREGOING, OPENDATASOFT EXPRESSLY DISCLAIMS ANY WARRANTY THAT CLIENT'S OR ANY THIRD PARTY'S DATA OR OTHER USE OF THE OPENDATASOFT PLATFORM, SERVICES, OR SOLUTIONS WILL BE SECURE AND FREE FROM EXTERNAL THREATS.

7.4. Conservation of data

With respect to the data generated from use of the SERVICES (DATASETS, statistics, reporting etc.) and of which the CLIENT is the owner, OPENDATASOFT is not bound by any obligation to conserve such data. CLIENT is solely responsible to undertake regular backups notwithstanding OPENDATASOFT's retention of CLIENT data.

In the event of expiration or termination of this CONTRACT, procedures for the deletion of data are specified in the GTCs.

ARTICLE 9. INTELLECTUAL PROPERTY

Each PARTY 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 the execution of this CONTRACT.

9.1 Property of the CLIENT

The DATASETS published on the OPENDATASOFT PLATFORM by the CLIENT shall remain the CLIENT'S property. CLIENT is solely responsible for monitoring dissemination of, and access to, such DATASETS via the BACK-OFFICE of CLIENT'S DOMAIN and through the establishment of OPEN or PRIVATE LICENSES.

9.2 Management of Licenses

In managing its DOMAIN, CLIENT is solely responsible for setting the licensing level(s) for different DATASETS that CLIENT wishes to publish (e.g., OPEN LICENSE, PRIVATE LICENSES).

If CLIENT does not elect a licensing level, then by default OPENDATASOFT will assume that DATASETS will be published in accordance with a PRIVATE LICENSE, preventing any disclosure of DATASETS to third parties.

CLIENT must publish the source of each DATASET and inform the BENEFICIARIES of such DATASET thereof.

To the extent that CLIENT publishes data that is required by law to be made publicly available, any license CLIENT grants in such data should allow the free reuse of such data as specified by such law.

9.3 Ownership of CREATIONS

In performing the SERVICES, OPENDATASOFT may create specific CREATIONS on behalf of the CLIENT.

These CREATIONS are the property of OPENDATASOFT, and CLIENT does not acquire any rights in or to these CREATIONS beyond a limited right to use them pursuant to the provisions of Article 4 of these PTCs. CLIENT'S exploitation or use of the CREATIONS separate from its use of the SERVICES is strictly prohibited, a material breach of this CONTRAT, and shall be grounds for legal action by OPENDATASOFT.

CLIENT grants OPENDATASOFT the perpetual, royalty-free right to create CREATIONS that are derivative works incorporating documents, information, images or any other content that CLIENT has provided to OPENDATASOFT or published in its DATASETS. CLIENT represents and warrants that the aforesaid documents, information, images or other content and its publication using the SERVICES do not violate any intellectual property rights of a third party, nor misappropriate any third-party's trade secrets. As more fully set forth in the GTCs, CLIENT shall defend and indemnify OPENDATASOFT against any claims, losses, and expenses arising in connection with a claim that any such content misappropriates any third party's trade secrets or infringes a third party's intellectual property rights, except to the extent that such claim would not have arisen but for OPENDATASOFT'S modifications or enhancements of such content.

Notwithstanding the foregoing, OPENDATASOFT may offer to sell CLIENT the rights to certain CREATIONS on terms to be negotiated by the PARTIES.

ARTICLE 10. FINANCIAL PROCEDURES

The CLIENT is required to pay invoices net of any discount(s), and without set-off, by the due date, or within the time, set forth in the ORDER.

If an invoice is not paid in full when due, OPENDATASOFT may suspend access to its SERVICES and SOLUTIONS, and this suspension shall not be grounds for termination of the CONTRACT. Should non-payment persist for more than thirty (30) days beyond the due date, OPENDATASOFT may, in its sole discretion, terminate this CONTRACT following written notice to CLIENT and the CLIENT'S failure to pay all

overdue amounts within fifteen (15) days of the date of such notice.

In addition to the foregoing remedies, OPENDATASOFT may, if CLIENT defaults in a payment, apply interest to the unpaid amounts, calculated as follows:

Interest penalties = (TTC amount (total including tax) of invoice X Applicable Legal Rate) x (number of days of lateness / 365).

As used in this section, "Applicable Legal Rate" means the greater of one and one-half (1.5%) percent per month or the highest percentage permitted by law.

In addition to collecting interest, if OPENDATASOFT incurs attorney or bill collector costs to collect an unpaid amount from CLIENT, CLIENT shall be responsible for such collection costs.

If OPENDATASOFT and CLIENT agree to settle an outstanding balance through the payment of several installments, then CLIENT'S default on a single payment shall cause the entire balance to come due immediately, and shall serve as grounds for OPENDATASOFT to immediately suspend SERVICES and SOLUTIONS without liability.

Termination or expiration of this CONTRACT shall release CLIENT from its obligations under this CONTRACT, including its obligations to pay for SERVICES and SOLUTIONS used prior to expiration or termination.

ARTICLE 11. TERM

This CONTRACT is effective for the duration of commitments set in the ORDER.

Each such commitment shall be automatically renewed for periods of commitment identical to those subscribed for the initial contractual period unless either PARTY notifies the other in writing of its decision not to renew at least thirty (30) days prior to the anniversary date of the said commitment.

ARTICLE 12. IP INFRINGEMENT INDEMNITY

In the event a third party makes a claim or files a legal action alleging that use of the OPENDATASOFT PLATFORM, the SOLUTIONS, or SERVICES infringes or misappropriates its intellectual property rights, OPENDATASOFT shall defend and settle with the claimant all sums being demanded of CLIENT, provided, that the claim or suit has not arisen in connection with CLIENT'S modification or combination of the OPENDATASOFT PLATFORM, SERVICES, or SOLUTIONS, or from the misuse thereof, or continued use thereof following notice of an infringement claim or suit from OPENDATASOFT.

OPENDATASOFT'S foregoing indemnification obligation is subject to the following conditions:

The claim or action has not arisen in connection with a breach of this CONTRACT by the CLIENT;

The CLIENT notifies OPENDATASOFT as promptly as possible about the claim or action, including a detailed explanation of its character;

The CLIENT assumes no responsibility to defend, nor to arrange for defense of, the claim or action, without first obtaining the written agreement of OPENDATASOFT thereto;

The CLIENT gives OPENDATASOFT and its professional advisors access to its facilities and directors, employees, agents, representatives, and advisors, the right to review any potentially relevant document or data and to make copies for the purpose of evaluating the claim or action;

The CLIENT cooperates fully with OPENDATASOFT and takes every reasonable measure requested by OPENDATASOFT to avoid, challenge, settle or defend the claim or action.