OpenDataSoft

General Terms and Conditions

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 various purposes including Open Data portals, internal data references, smart city platforms, dataset market places. The OPENDATASOFT PLATFORM facilitates the following operations:

- Processing and publication of datasets for systems management.
- User data search and visualization.
- Reuse of data via API's for developers.

The OPENDATASOFT PLATFORM is offered in two variations:

A FREEMIUM offering, which allows free access to the SERVICES of the OPENDATASOFT PLATFORM but excludes benefits and performance guarantees that OPENDATASOFT provides for PREMIUM (paying) services. Use is subject to the technical constraints specified at the time of subscription. Potential CLIENTS may review the Terms and Conditions of FREEMIUM Service at https://legal.opendatasoft.com/en_US/terms-of-services-freemium.html.

A PREMIUM offering, which is a paid offering that allows access to all SERVICES of the OPENDATASOFT PLATFORM, subject to the technical parameters specified in the Service-Specific Terms & Order at the time of subscription. The PREMIUM offering provides a series of options that the CLIENT can elect.

These General Terms and Conditions (hereinafter the "GTCs") govern all uses of the OPENDATASOFT PLATFORM through these two offerings.

Important ANY USE OF THE OPENDATASOFT PLATFORM REQUIRES ACCEPTANCE BY THE USER WITHOUT RESERVATION OF THESE GENERAL TERMS AND CONDITIONS (WHICH CAN BE REVIEWED AND DOWNLOADED AT: HTTP://LEGAL.OPENDATASOFT.COM/EN_US/TERMS-OF-USE.HTML. USE OF THE OPENDATASOFT PLATFORM SIGNIFIES THE USER'S ACCEPTANCE OF THESE GTCS.

ARTICLE 1. DEFINITIONS

The terms listed below, as used in these GTCs, have the following meanings:

"BACK-OFFICE": means the administrative interface of the DOMAIN that OPENDATASOFT provides for the CLIENT. Using the BACK-OFFICE, the CLIENT can customize the graphic interface for its DOMAIN and define administrator rights for the DOMAIN, as well as security levels (i.e., permissions) for the creation of DATASETS, their modification, publication, etc. BACK-OFFICE functionalities are specified in detail at http://docs.opendatasoft.com.

"BENEFICIARY": means the end USER who has been granted a right of access to DATASETS published by the CLIENT.

"CLIENT": means the producer of DATASETS registered on the OPENDATASOFT PLATFORM, who has subscribed to one of the offerings provided by OPENDATASOFT for the use of the SERVICE.

"CONFIDENTIAL INFORMATION": means all nonpublic information disclosed by either PARTY under this CONTRACT that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"CONTRACT": means these GTCs and any other Terms and Conditions under which a USER utilizes the SERVICES.

"DATASETS": means data produced by CLIENTS, published on the PLATFORM, and made available to all or some categories of USERS, depending on CLIENT's subscription and the licenses the CLIENT has granted.

"DOMAIN": means the domain name of the type http://.opendatasoft.com that a CLIENT has registered in connection with the CLIENT's subscription, on which the CLIENT can publish its DATASETS. Specific DOMAINS can also be registered subject to conditions (e.g., use of a HTTPS certificate to secure access to the domain using private key, and possible intermediate certificates).

"OPENDATASOFT PLATFORM": means the platform OPENDATASOFT publishes, including all its graphic, audio, visual, software and textual components. The OPENDATASOFT PLATFORM is the exclusive property of OPENDATASOFT. It is accessible at https://www.opendatasoft.com/ .

"OPEN LICENSE": means the type of LICENSE that applies to DATASETS published in the PUBLIC SPACE of the OPENDATASOFT PLATFORM or otherwise accessible by BENEFICIARIES, without restriction, unless CLIENT clearly and conspicuously discloses to BENEFICIARIES accessing the DATASET different license terms that apply. DATASETS published by CLIENTS with an OPEN LICENSE confer upon BENEFICIARIES a royalty-free, non-exclusive, worldwide, perpetual right of access and use.

The right of use includes: reproduction, reuse, publication, dissemination, adaptation, modification, extraction and exploitation of DATASETS.

"PRIVATE LICENSE": means the specific LICENSE applicable to DATASETS published by a CLIENT through its DOMAIN, the terms of which are specified by the CLIENT and published to BENEFICIARIES.

"PUBLIC SPACE": means the areas of the OPENDATASOFT PLATFORM that are freely accessible to all categories of USERS.

"SERVICE": means each services offered by OPENDATASOFT via the OPENDATASOFT PLATFORM. The SERVICES are explained in detail in Article 4 of these GTCs.

"SOLUTIONS": means software applications enabling the dissemination, organization, manipulation, aggregation, importation, sorting, etc. of DATASETS via the OPENDATASOFT PLATFORM. The various software SOLUTIONS, including BACK-OFFICE, are described at http://docs.opendatasoft.com.

"USER": means either a BENEFICIARY or a CLIENT.

ARTICLE 2. PURPOSE OF GTCs – CONTRACTUAL DOCUMENTS

These GTCs, entered into between OPENDATASOFT, on the one hand, and the USER, on the other, (the "PARTIES") define the respective rights and obligations of each PARTY in connection with the USER's subscribed SERVICES offered via the OPENDATASOFT PLATFORM. These GTCs are supplemented by:

The Terms and Conditions of FREEMIUM Services (FTCs), accessible at http://legal.opendatasoft.com/en_US/terms-of-services-freemium.html, and applicable to CLIENTS subscribing to the FREEMIUM SERVICE; and

The Terms and Conditions of PREMIUM SERVICE (PTCs), accessible at http://legal.opendatasoft.com/en_US/terms-of-services-premium.html, and applicable to CLIENTS subscribing to PREMIUM SERVICES .

ARTICLE 3. CONDITIONS OF ACCESS & REGISTRATION

Any USER can access the PUBLIC SPACE and consult the DATASETS without opening an account.

USERS who wish to become CLIENTS must follow the registration procedures described below.

Registration on the OPENDATASOFT PLATFORM is in principle open to any adult person or entity; provided, that OPENDATASOFT reserves the right in its sole discretion to refuse or revoke registration if in its judgment

a prospective CLIENT'S activities are or would not be in accordance with the standards of the OPENDATASOFT PLATFORM. OPENDATASOFT shall have no liability for such registration decisions.

(i) Registration Procedure; Truthfulness of Data

USERS who wish to open an account should complete the form accessible at: https://www.opendatasoft.com/discover-opendatasoft-demo/. In submitting such form, the USER warrants and represents that the information contained therein is accurate and not misleading. A USER becomes a CLIENT upon (a) opening an account, and (b) securing validation of the account by OPENDATASOFT. By opening an account, a CLIENT guarantees that the data it posts is accurate, truthful, and not misleading. Any change in the accuracy or truthfulness of the data requires an update by the CLIENT of such data in the BACK-OFFICE.

In the event that the CLIENT supplies inaccurate, outdated, or misleading information, OPENDATASOFT may immediately suspend or cancel the CLIENT'S account, without prior notice or liability. CLIENT shall defend, indemnify, and hold harmless OPENDATASOFT and its directors, officers, employees, agents, and contractors from and against any and all claims, costs, expenses, and liabilities arising from any posting by CLIENT of any untruthful, inaccurate, outdated, or misleading data.

(ii) Management of User IDs and Passwords

OPENDATASOFT will inform a USER who has become a CLIENT that its registration has been accepted by sending an e-mail confirmation to the address the USER has provided in the registration process. The e-mail address provided by the USER in the registration process constitutes the CLIENT'S User ID. The CLIENT must also choose a password that complies with OPENDATASOFT'S required format.

CLIENT shall be solely liable for the use of its User ID and password by third parties, and for the actions of any of CLIENT'S agents, whether or not fraudulent.

If any person using CLIENT'S credentials violates the terms of this CONTRACT, including the Acceptable Use Policy ("AUP"), OPENDATASOFT may cancel CLIENT'S account without prior notice or liability. CLIENT shall hold OPENDATASOFT harmless against any claims arising in connection with such violation and/or cancellation.

OPENDATASOFT shall have no liability for any identity theft involving CLIENT. Any action or transaction performed using CLIENT'S account will be presumed to have been performed by that CLIENT. CLIENT acknowledges that OPENDATASOFT has neither the obligation nor the technical means to verify or ensure the identity of persons using a CLIENT'S credentials to access the OPENDATASOFT PLATFORM and its SERVICES.

CLIENT shall be solely liable for and shall defend and indemnify OPENDATASOFT against any loss, claim, or expense arising from the misappropriation, loss, or unauthorized use of CLIENT'S User ID or password. CLIENT shall give OPENDATASOFT immediate notice of any such misappropriation, loss, or unauthorized use, by e-mail sent to the following address: contact@opendatasoft.com.

(iii) Connection and use of the account

Upon connecting to the OPENDATASOFT PLATFORM, through its account, the CLIENT will be able to:

- Change its password and/or User ID;
- Access all of CLIENT'S personal information; and
- Access the various BACK-OFFICE functionalities.

(iv) USE of BACK-OFFICE from account

Through BACK-OFFICE, CLIENT will particularly be able to: - Configure access control rules to the DOMAIN - Publish datasets on the DOMAIN - Create editorial pages content on the DOMAIN - Monitor the use of the DOMAIN

(v) Deregistration

The CLIENT may deregister and close its account at any time by sending an e-mail to: contact@opendatasoft.com. OPENDATASOFT shall thereupon promptly deactivate the account, and shall send CLIENT an e-mail confirming closure of its account. OPENDATASOFT WILL TERMINATE AND DELETE CLIENT'S DOMAIN WITHIN TEN (10) DAYS OF CLIENT'S CLOSING ITS ACCOUNT.

Accordingly, prior to the closing of its account and DOMAIN, CLIENT must contact OPENDATASOFT to collect all data that it would like to recover (files of data sources, processed DATASETS, etc.). OPENDATASOFT may permanently delete any data whether or not collected by a CLIENT within ten (10) days of its closing its account. OPENDATASOFT shall have no liability for, and CLIENT shall defend and indemnify OPENDATASOFT against, any claim, loss or expense in connection with CLIENT'S failure to collect, or OPENDATASOFT'S destruction or deletion, of any of CLIENT'S data in accordance with the terms of this paragraph.

ARTICLE 4. DESCRIPTION OF SERVICES

(i) SERVICES for USERS

The OPENDATASOFT PLATFORM is accessible 24 hours a day, 7 days a week, except in cases of force majeure, technical incidents or servicing of the OPENDATASOFT PLATFORM.

The OPENDATASOFT PLATFORM permits each USER to:

- Consult DATASETS published by CLIENTS in the PUBLIC SPACE, upon which consultation the USER becomes a BENEFICIARY; and
- Register to create an account and use the SERVICES available to CLIENTS, as specified in (ii) below.

(ii) SERVICES for CLIENTS

SERVICES available to CLIENTS are explained in detail at http://www.opendatasoft.com, and include the following:

- The ability to create DOMAINS;
- Access to the BACK OFFICE for management and administration of the DOMAIN and the DATASETS;
- Availability of SOLUTIONS; and
- Other benefits and guarantees of paid subscriptions as more fully set forth in the PREMIUM Terms.

Service Level Objectives (including performance specifications for maintenance and hosting services) are available to CLIENTS of paid offerings, as set forth at http://www.opendatasoft.com at the time of subscription. While OPENDATASOFT will use commercially reasonable efforts to satisfy the Service Level Objectives, OPENDATASOFT will have no liability for any failure with regard thereto.

ARTICLE 5. USE OF SERVICE; AUP

(i) Acceptable Use Policy ("AUP")

Each USER shall:

- act fairly and with diligence towards OPENDATASOFT and third parties;
- provide only truthful information to OPENDATASOFT and, if applicable, other USERS;
- use the OPENDATASOFT PLATFORM for the purposes described in these GTCs;
- not use the OPENDATASOFT PLATFORM to commit crimes, offenses, or infractions or otherwise violate applicable law;
- respect the private life of third parties and the confidentiality of exchanges; and
- not use the SERVICES to direct USERS toward another site or a competing service.

In addition to the foregoing, USER shall not use the OPENDATASOFT PLATFORM to disseminate messages or information that: - criticize OPENDATASOFT; - are at variance with public order and good morals; - are slanderous, defamatory, racist, xenophobic, involve Holocaust denial, or pose an assault on the honor or reputation of others; - incite discrimination, hatred of a person or a group of persons because of their origin or sexual orientation, or their belonging or not belonging to a particular ethnic group, nation, race, or religion; -

threaten a person or group of persons; - are of a pedophile nature; - incite people to commit a crime or act of terrorism, or justify war crimes or crimes against humanity; - incite people to commit suicide; - enable copyright infringement or unauthorized access to software serial numbers, intrusion to computer and telecommunications systems, dissemination of viruses and other malware, and any software facilitating the invasion or infringement of others' rights or the safety of persons or property; or - promote the sale of, or investment in, property, goods, or services (e.g., prospectuses, soliciting, prostitution).

(ii) General obligations of CLIENTS

In using the SERVICES, CLIENT shall:

- comply with the GTCs and the Terms and Conditions of the SERVICE(S) to which CLIENT has subscribed;
- comply with all applicable laws and regulations;
- not infringe the rights of third parties, and particularly the intellectual property rights of third parties, at the time of the establishment, dissemination, or manipulation of DATASETS created through the account opened on the OPENDATASOFT PLATFORM;
- cooperate with OPENDATASOFT on all matters relating to the SERVICE;
- authorize OPENDATASOFT to use CLIENT'S name, company name, and/or logo and to identify CLIENT as a "model client" for promotional purposes without any payment from OPENDATASOFT
- authorize OPENDATASOFT to post testimonials whose content and procedures for presentation are as agreed between the PARTIES.
- take any training program OPENDATASOFT recommends before using the tools OPENDATASOFT provides and particularly the tutorial directly accessible online through BACK-OFFICE;
- be responsible for initiating and maintaining, externally to OPENDATASOFT'S system, backup copies of DATABASES; and
- be responsible for any encryption of data it requires.

(iii) General Obligations of BENEFICIARIES

In using the SERVICES, BENEFICIARIES shall:

- strictly comply with the terms of the OPEN or PRIVATE LICENSE, or the license corresponding to the DATASET that is accessed via the OPENDATASOFT PLATFORM or the CLIENT DOMAIN. Each BENEFICIARY must review the applicable LICENSE for each DATASET before downloading or extracting any data; AND
- always accurately attribute the source(s) of DATASETS when reusing all or any part thereof.

ARTICLE 6. DISCLAIMERS AND LIMITATIONS OF LIABILITY

(i) General principles

CLIENT is solely and exclusively liable for all losses, claims, and expenses it or its employees, agents, officers, directors, owners, and contractors may incur in connection with use of the OPENDATASOFT PLATFORM or the SERVICES and OPENDATASOFT shall have no liability in connection therewith. By way of example and not limitation, CLIENT is solely liable for the DATASETS or other content it or its USERS or BENEFICIARIES disseminate via the OPENDATASOFT PLATFORM and for CLIENT'S interactions with its BENEFICIARIES.

OPENDATASOFT shall not be liable for the content of any DATASETS, or other content, whether published in the PUBLIC SPACE of the OPENDATASOFT PLATFORM or on a CLIENT'S DOMAIN.

OPENDATASOFT shall have no liability for any third-party site, including those accessible by hyperlink text, or DOMAIN created by CLIENTS, which USERS may access via the OPENDATASOFT PLATFORM.

OPENDATASOFT is merely a platform provider and is not a publisher of any information.

OPENDATASOFT shall have no liability for: - abnormal use or illicit operation of the OPENDATASOFT PLATFORM; - use of the OPENDATASOFT PLATFORM in violation of these GTCs; - any interruption or unavailability of the OPENDATASOFT PLATFORM; - incomplete, out-of-date, erroneous, or misleading DATASETS or other content disseminated by a CLIENT; - any act or omission of a CLIENT in its interactions with BENEFICIARIES; or - lack of compatibility of the SERVICE with CLIENT's hardware or software, for which CLIENT is solely responsible.

OPENDATASOFT is obligated only to use commercially reasonable efforts to perform its obligations hereunder; it does not warrant, represent, or guarantee full, complete, or perfect performance.

CLIENT acknowledges and agrees that the OPENDATASOFT PLATFORM, the SOLUTIONS, and SERVICES were not developed for the specific purpose of satisfying CLIENT's individual requirements. Accordingly, CLIENT accepts the OPENDATASOFT PLATFORM, the SOLUTIONS, and SERVICES "AS IS." CLIENT is solely responsible for ensuring that the OPENDATASOFT PLATFORM, the SOLUTIONS, and SERVICES meet its needs, requirements, and constraints.

OPENDATASOFT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OPENDATASOFT SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY REGARDING TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE R COURSE OF DEALING. ALL SERVICES ARE PROVIDED "AS IS."

Furthermore, by the very nature of the Internet (interconnection of a multitude of independent users interacting with each other) nothing can guarantee the overall functioning of networks from start to finish.

OPENDATASOFT will under no circumstances be held liable for any loss it has not caused through its own gross negligence or willful misconduct.

OPENDATASOFT SHALL NOT BE LIABLE TO USER, CLIENT, BENEFICIARY, OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS.

The USER is solely responsible for any loss, direct or indirect, material or immaterial, it or any of its employees causes to OPENDATASOFT or third parties in connection with CLIENT'S use of the OPENDATASOFT PLATFORM or the SERVICES.

It is expressly agreed between the PARTIES that the stipulations of this clause shall continue to apply even in the case of expiration or the termination of this agreement.

These provisions establish a division of risks between OPENDATASOFT and the CLIENT. The prices set for the SERVICES in the Order(s) reflect this division as well as the limitation of liability described above.

(ii) ISP Status; DMCA

OPENDATASOFT undertakes to remove promptly any content that is manifestly illicit as soon as it shall have knowledge thereof. OPENDATASOFT may remove or disable access to any content without prior notice in connection with illegal content, where the content may disrupt or threaten the SERVICES, pursuant to the Digital Millennium Copyright Act ("DMCA") or as required to comply with law or any judicial, regulatory, or other governmental order or request. DMCA takedown notices may be directed to contact@opendatasoft.com.

USERS acknowledge that OPENDATASOFT does not guarantee the validity, accuracy, or completeness of the DATASETS or other content disseminated by CLIENTS via their DOMAIN or via the PUBLIC SPACE.

CLIENTS are solely liable for the DATASETS, content, and services they offer BENEFICIARIES via the OPENDATASOFT PLATFORM and its SERVICES.

ARTICLE 7. COMPLIANCE WITH LAW; INDEMNIFICATION

In using the OPENDATASOFT PLATFORM, each USER shall comply with all applicable laws and regulations (including without limitation those regarding the protection of personal and other information), respect the rights of third parties, and comply with these General Terms and Conditions. Without limiting the foregoing, USER shall be solely responsible for compliance with any of the following, to the extent they apply to USER's operations or to information possessed or made accessible by USER: the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), payment card industry ("PCI") data security standards, security

standards for financial data developed pursuant to the Sarbanes-Oxley Act of 2002 ("SOX") and for personal financial information pursuant to the Gramm-Leach-Bliley Act, Federal Trade Commission ("FTC") requirements regarding the safeguarding of personal information, and the requirements of the Children's Online Privacy Protection Act ("COPPA").

Without limiting the foregoing, each USER shall (i) comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control; and (ii) be responsible for properly handling and processing notices sent to it (or any of its affiliates) by any person claiming that USER's DATABASES or other content violate such person's rights, including notices pursuant to the DMCA.

USER will defend, indemnify, and hold harmless OPENDATASOFT, its affiliates and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third party claim concerning: (a) USER'S use of the OPENDATASOFT PLATFORM, SERVICES, or SOLUTIONS (including any activities USER'S ACCOUNT and use by USER's employees and personnel); (b) USER'S breach of this CONTRACT or failure to comply with applicable law; (c) USER'S DATABASES or other content or the combination thereof with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by USER'S DATABASES or other content, or by the use, development, design, production, advertising or marketing thereof; or (d) a dispute between USER and any BENEFICARY or other USER.

OPENDATASOFT may disclose USER'S DATABASES or other content or information to government agencies as necessary to comply with the law or a binding order of a governmental body. Unless it would violate the law or a binding order of a governmental body, OPENDATASOFT will give USER notice of any such legal requirement or order.

ARTICLE 8. INTELLECTUAL PROPERTY; PUBLICITY

USER acknowledges that the OPENDATASOFT PLATFORM and all its components are the exclusive property of OPENDATASOFT and that no property rights are granted to USER hereby.

If any SERVICE or SOLUTION or any OPENDATASOFT software used to provide SERVICES or SOLUTIONS becomes, or in OPENDATASOFT's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, OPENDATASOFT may, if commercially reasonable, promptly take the following actions at no charge to USER: (i) secure the right to continue using the software or providing the SERVICE; (ii) replace or modify the software or SERVICE to make it non-infringing, provided that any such replacement or modification will not materially degrade functionality, performance or quality of the affected software or SERVICE; or, or if in OPENDATASOFT'S opinion OPENDATASOFT cannot obtain

the remedies in (i) or (ii) on commercially reasonable terms, terminate the MSA. The foregoing shall be USER'S sole and exclusive remedy for such infringement.

Except for data published by CLIENTS, the brands, logos, slogans, graphic elements, photographs, animations, videos, software, SOLUTIONS, databases, and texts created, published, or recorded by OPENDATASOFT are the exclusive property of OPENDATASOFT, and cannot be reproduced, used or represented without express prior written authorization of OPENDATASOFT, under penalty of legal prosecution.

USER shall not:

- use OPENDATASOFT'S name in its promotions, marketing, or other campaigns without the prior written agreement of OPENDATASOFT;
- make any misrepresentation about OPENDATASOFT in the context of its advertising campaigns, promotional notices, or other public statements; or
- adapt, correct, modify, or reproduce, in whole or in part, the OPENDATASOFT PLATFORM and/or the related SERVICES.

Any total or partial reproduction, copying, publication, or distribution of the OPENDATASOFT PLATFORM or its components, by any means whatsoever, without the express prior authorization of OPENDATASOFT or, as the case may be, of CLIENTS, with respect to DATASETS disseminated by their actions, is strictly prohibited, and shall constitute copyright infringement.

OPENDATASOFT expressly prohibits the following:

- extraction by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the content of the OPENDATASOFT PLATFORM, by any means and in any way whatsoever, unless the party committing this extraction is acting in accordance with the terms of a valid LICENSE granted by OPENDATASOFT or its CLIENTS;
- the reuse, through making available to the public of all or a qualitatively or quantitatively substantial part of the OPENDATASOFT PLATFORM, in any way whatsoever, unless the party committing this reuse is acting in accordance with the terms of a valid LICENSE granted by OPENDATASOFT or its CLIENTS.

ARTICLE 9. PROTECTION OF PERSONAL DATA

Each one of the PARTIES guarantees the other PARTY that it will respect the legal and regulatory obligations incumbent upon it in connection with the protection of personal data.

(i) Concerning processing performed by OPENDATASOFT

In the context of the operation of the OPENDATASOFT PLATFORM, CLIENT and USER expressly authorize OPENDATASOFT to collect personal data.

These data are necessary to the management of the OPENDATASOFT PLATFORM and will be processed for the purposes set forth in this CONTRACT or as otherwise indicated at the time of collection.

In this regard, USER should review the Privacy Policy accessible at http://legal.opendatasoft.com/en_US/privacy-policy.html.

(ii) Concerning processing performed by the CLIENT

CLIENT represents and warrants that CLIENT has all required authorizations and consents to use, post, or disseminate any personal data that CLIENT uses, posts, or disseminates via the OPENDATASOFT PLATFORM or that CLIENT otherwise provides to OPENDATASOFT.

ARTICLE 10. NON-SOLICITATION OF PERSONNEL

Each one of the PARTIES states that it will not engage or hire to work, directly or through intermediaries, any employee of the other PARTY. This undertaking is valid throughout the entire duration of the CONTRACT and for a period of at least two years after the termination thereof.

In the event of failure to uphold this provision, it is agreed between the PARTIES that the penalty assessed will be equivalent to one year of the salary offered by the new employer.

ARTICLE 11. CONFIDENTIALITY

Each PARTY undertakes not to use CONFIDENTIAL INFORMATION, directly or indirectly, in whole or in part, except in connection with the performance of its obligations under this CONTRACT.

Each PARTY acknowledges that any unauthorized disclosure of the other PARTY'S CONFIDENTIAL INFORMATION would seriously harm the interests of the PARTY whose information is being disclosed. Such party shall be entitled to seek an injunction against such disclosure by the other PARTY, and any third parties and to seek payment of damages and interest for the other PARTY'S breach of its obligations hereunder.

The confidentiality obligations described above do not apply to any information that:

- is already public through no act of the receiving PARTY;
- was lawfully known to the receiving PARTY before its disclosure by the other PARTY;
- was legally disclosed to the receiving PARTY by a third party without violating a third party's confidentiality rights; or
- is required to be disclosed by applicable law or order of a competent court, tribunal, or governmental body.

This confidentiality clause shall survive expiration or termination of the CONTRACT; provided, however, that each PARTY shall be obligated to return to the disclosing PARTY or to destroy (and certify such destruction) all CONFIDENTIAL INFORMATION in its possession, custody, or control within one (1) year of the CONTRACT'S expiration or termination, until which time each PARTY will continue to maintain the confidentiality of such information.

ARTICLE 12. REPRESENTATIONS AND WARRANTIES

Each PARTY represents and warrants to the other PARTY:

• that it has the capacity and the authority to enter into this CONTRACT, and that it has and will maintain for the term of the CONTRACT all authorizations that may be necessary for such PARTY to perform its obligations hereunder;

• that it has, or has been granted, all rights necessary to perform its obligations under this CONTRACT, including all necessary intellectual property rights;

• that it will perform its obligations under this CONTRACT in compliance with all applicable laws and regulations, and with reasonable diligence and competency; and

• that it will not do, nor fail to do, anything that cause the other PARTY to violate any law or regulation.

ARTICLE 13. FORCE MAJEURE

Any failure to perform or partial performance by OPENDATASOFT shall be excused to the extent that it arises in connection with a case of force majeure (i.e., matters beyond OPENDATASOFT'S reasonable control), including without limitation hacking; unavailability of materials, supplies, hardware, peripherals, personal or other equipment; interruption, suspension, reduction, or disruptions of electricity or other inputs to the SERVICES; or any interruptions of electronic communications networks.

ARTICLE 14. SUSPENSION – TERMINATION

14.1. Circumstances for suspension and termination

Suspension

OPENDATASOFT can suspend the CONTRACT and the provision of SERVICES and SOLUTIONS without liability and without prior notice in the following instances:

• when the acts or omissions of CLIENT or any person or entity for whom CLIENT is responsible, including CLIENT'S USERS and BENEFICIARIES, threatens to cause harm to the OPENDATASOFT PLATFORM, the SOLUTIONS, the SERVICES, or other customers of OPENDATASOFT;

- if CLIENT violates the law;
- if CLIENT violates the AUP, in which event, if the violation is of a nature that can be cured within a reasonable period of time, OPENDATASOFT will give CLIENT notice of the violation and a reasonable opportunity to cure prior to suspension; or
- if CLIENT breaches of any of the terms of this CONTRACT.

OPENDATASOFT shall notify CLIENT of any such action in writing delivered by overnight courier, confirmed facsimile, confirmed email, hand delivery, or prepaid registered letter with return receipt.

CLIENT may notify OPENDATASOFT of the resolution of the issue giving rise to the suspension by sending notice in the same manner as is permitted for notices of suspension (set forth above), in which event OPENDATASOFT shall lift the suspension within three (3) BUSINESS DAYS of OPENDATASOFT'S confirmation that the issue has been satisfactorily resolved.

Termination

In the event that either PARTY fails to perform a material obligation under this CONTRACT and such failure is not cured within thirty (30) days of written notice of such failure by the non-breaching PARTY, then the non-breaching PARTY may terminate this CONTRACT without liability. Notice of breach must be sent in writing delivered by overnight courier, confirmed facsimile, confirmed email, hand delivery, or prepaid registered letter with return receipt to the address of CLIENT stated on Annex 1 to the PTCs and to OPENDATASOFT at the address set forth at the beginning of the Order.

OPENDATASOFT may also terminate this CONTRACT immediately upon notice to USER (i) if OPENDATASOFT believes that providing the Services could create a substantial economic or technical burden or material security risk for it, (ii) if OPENDATASOFT believes that termination is appropriate in order to comply with the law or requests of governmental entities, (iii) if OPENDATASOFT believes that the Service Offerings by you or any USERS or our provision of any of the SERVICES to you or any USERS has become impractical or unfeasible for any legal or regulatory reason; or (iv) USER becomes insolvent or is the subject of any proceedings related to its bankruptcy, liquidation, insolvency or for the appointment of a receiver or similar officer.

14.2. Consequences of termination and expiration

Termination or expiration of this CONTRACT shall result in immediate cessation of all use rights granted to the CLIENT hereunder.

Immediately following termination or expiration of this CONTRACT, CLIENT shall return to OPENDATASOFT all documents (in whatever form or medium, including paper, electronic, and other) exchanged between the PARTIES in connection with the execution of this CONTRACT.

In the event that CLIENT terminates this CONTRACT for convenience prior to expiration of its term, CLIENT shall pay OPENDATASOFT an early termination charge equal to (i) the outstanding amounts owed but unpaid for SERVICES and SOLUTIONS used prior to termination, plus (ii) any charges for SERVICES and SOLUTIONS that were to be provided in the period remaining in CLIENT's committed Term upon termination. This early termination charge shall be due within thirty (30) days following notice from OPENDATASOFT of the amount due.

The articles on intellectual property, confidentiality, liability, and personal data shall remain in force following termination or expiration of this CONTRACT for a period five (5) years.

Deletion of CLIENT's Data (only for PREMIUM Terms and conditions)

The provision of this paragraph are applicable only for PREMIUM Terms and conditions)

Within thirty (30) business days of closure of CLIENT'S account, OPENDATASOFT shall provide the CLIENT on OPENDATASOFT'S designated FTP site with the following:

• Metadata files of CLIENT'S DATASETS;

• data loaded on the platform (resources, attachments), in their original format;

• The resulting DATASET;

• Editorial content posted by CLIENT, in HTML format; and

• List and groups of CLIENT'S USERS, in CSV format

Following OPENDATASOFT's provision of the foregoing to CLIENT, OPENDATASOFT may delete all of the foregoing elements from the OPENDATASOFT PLATFORM.

ARTICLE 15. APPLICABLE LAW; ARBITRATION

These GTCs are governed by the laws of the State of New York without regard to choice of law provisions. Any court proceeding with regard to this CONTRACT shall be brought only in local or federal court in Washington, DC. The parties waive any objections thereto with regard to jurisdiction, venue, or forum non conveniens and agree to waive, to the fullest extent allowed by law, any trial by jury.

In the event of disputes arising between the PARTIES regarding the interpretation, execution, or termination of these GTCs, the PARTIES shall strive to reach an amicable settlement through informal negotiations, failing which either PARTY may submit the dispute to arbitration with the other PARTY's consent, or, absent such consent, seek any and all remedies available to it at law or equity.

Should OPENDATASOFT and USER agree to arbitrate any disputes arising out of or relating to this Agreement, the provisions of this paragraph shall apply. The arbitration of any CONTRACT dispute shall be conducted in accordance with the rules of the American Arbitration Association ("AAA") as modified by this

CONTRACT. The arbitration shall be adjudicated by one (1) arbitrator mutually designated by the parties or appointed by the AAA if the parties fail to so designate an arbitrator. OPENDATASOFT and USER acknowledge that this CONTRACT evidences a transaction in interstate commerce and that the United States Arbitration Act and Federal Arbitration Law shall govern the interpretation and enforcement of, and proceedings pursuant to this or a prior agreement. Unless OPENDATASOFT and USER agree otherwise, the location of any arbitration shall be in Washington, DC. OPENDATASOFT and USER agree that no arbitrator has the authority to: (i) award relief in excess of what this CONTRACT provides; or (ii) award punitive or exemplary damages. The arbitrator must give effect to the provisions of this CONTRACT and the laws of the State of New York without regard to choice of law provisions. Each party acknowledges that arbitration is final and binding and subject to only very limited review by a court. In such case, a judge shall decide the subject dispute or claim.

ARTICLE 16. GENERAL PROVISIONS

The PARTIES agree to accept electronic communications as a form of notice (e.g., e-mails, notifications on the OPENDATASOFT PLATFORM, etc.); except where a specific form of notice is otherwise required hereby (e.g., notice of breach, suspension, or termination).
OPENDATASOFT reserves the right to update and amend these GTCs at any time, and CLIENTS, USERS and BENEFICIARIES accessing the OPENDATASOFT PLATFORM shall be bound by the version of these GTCs in effect at the time of such access.

No instruction or document not expressly contained herein or in the terms for the applicable service or OPENDATASOFT'S Privacy Policy shall have any applicability or effect, unless contained in a separate written agreement between the PARTIES.

This agreement between the PARTIES does not create any agency or employment relationship. The relationship between the PARTIES is that of independent contractors, vendor and customer.

The fact that one of the PARTIES may not have enforced one of the clauses of these GTCs shall not be construed as a waiver of said clause.

In the event of any difficulty of interpretation among any of the titles appearing in the article headings, and any one of the articles themselves, the titles will be deemed non-existent.

If any provisions of these GTCs is found to be unenforceable by a court of competent jurisdiction, it will be deemed inapplicable, but this will not in any way affect the validity of the other clauses, which shall remain fully applicable, unless the stricken provision undermines the essential purposes of this agreement and cannot be replaced in a manner that preserves the core rights and responsibilities of the PARTIES, in which case this agreement shall be deemed terminated without liability of either PARTY.