

Terms of Service

TERMS AND CONDITIONS OF THE ACQUISITION AND USE OF THE TALKWALKER SERVICES (as of October 17th of 2016)

1. INTRODUCTION

1.1 These Terms of Service apply to residents of, and Entities located in, all countries except the United States and Canada who are using the Services. If you are in the United States or Canada, please visit <https://www.talkwalker.com/en/terms-of-service-us-canada/> for the Terms of Service that apply to you.

1.2 These Terms of service (hereinafter the “Agreement”) are entered into by:

The user (hereinafter “Licensee” or “you” or a “Party”);

And

Talkwalker, Sàrl, a Société à responsabilité limitée incorporated under the laws of Luxembourg and registered with the Registre du Commerce et des Sociétés of Luxembourg under number B205483 (VAT LU 28470583), whose registered office is at 12-16, Avenue Monterey in L-2163 Luxembourg (hereinafter “Talkwalker”, “we” or “us” or a “Party”).

Licensee and Talkwalker are hereinafter together referred to as the “Parties”.

1.3 While using or acquiring the Services as defined below, Licensee expressly warrants that it is above eighteen (18) years and is acting in a professional capacity.

1.4 This Agreement governs both the acquisition and use of the Services, as defined below.

Licensee expressly acknowledges and agrees that it may only use the Services in compliance with the terms of this Agreement.

This Agreement, along with the User Manual (as defined below), the Talkwalker Privacy Policy (available at: www.talkwalker.com/privacy-policy) and any Order Form (as defined below) signed by Licensee, together with

any other agreement entered into between the Parties, form the entire agreement between the Parties concerning the acquisition and use of the Services.

Licensee acknowledges and accepts however that certain Services may be subject to specific terms of service to be entered into by Licensee in order to use said Services. In this event, Licensee accepts that such specific terms of service, once accepted by Licensee, will become part of this Agreement.

By accepting this Agreement, by clicking on the “I agree” button below/by using the Services, you agree to be bound by the terms and conditions of this Agreement.

Please read this Agreement carefully prior to using the Services.

2. DEFINITIONS

2.1 Unless otherwise defined by the Parties in the Order Form, the following terms have the following meanings in this Agreement:

“Account” means the personalized access granted to Licensee by Talkwalker to the Services in order to use said Services. Accounts are protected by access IDs as defined in Article 14 below;

“Business Counterparts” means any third party with whom Licensee transacts business and to whom Licensee may be authorized by Talkwalker via a specific agreement entered into with Talkwalker to provide an access to its Account in order for such Business Counterparts to use the Services within the conditions set out in this Agreement and in the above-mentioned specific agreement, as the case may be;

“Command Center Service”: means Talkwalker Service which consists in having automated refresh of data on a dashboard displayed on a full screen (such as a computer or TV set) on your premises solely.

“Effective Date” means the earlier of the following two dates: i) date of start of the use of the Services, as set out in the relevant Order Form, or ii) date of acceptance by Licensee of this Agreement;

“Licensee’s Data” or “Your Data” or “Its Data” means any data, information or content (such as content in text, image or other format, graphs, statistics or calculation reports, etc.) provided or made available by Licensee to Talkwalker in the context of the provision of the Services;

“Fee” means the payments due by Licensee as detailed and agreed to in the Order Form (as defined below) in consideration of its acquisition and use of the Service. The Fee shall be paid pursuant to the payment terms detailed and agreed to in such Order Form;

“Order Form” means the electronic or paper form that you will fill out and sign (whether online or offline) when ordering a Service for a given amount of time and at a certain price. Any Order Form is binding on Licensee and shall be incorporated to this Agreement upon signature;

“Query Results” means the list of results (e.g., website links, graphs, statistics or other data) that Licensee is given access to through the Services depending on the parameters of its search query;

“Services” means jointly the Talkwalker Service, the Talkwalker API Service, the Talkwalker Alerts Service, the Talkwalker Free Search Service, as defined below and the technical specifications of which are described in the user manual available at: www.talkwalker.com/en/academy/user-manual (the “User Manual”), and any other service that may be provided by Talkwalker to Licensee on or via the Talkwalker website, each of these services, a “Service”;

“Talkwalker Service” means the software application and related services that can be accessed through the internet, which consist of a social-media and online-media-monitoring tool, and which analyze, summarize, visualize and provide links to the Query Results;

“Talkwalker API Service” means the application programming interface tokens made available by Talkwalker to Licensee aiming at facilitating collection, access and visualization of data, information and/or content chosen solely by Licensee;

“Talkwalker Alerts Service” means the publicly accessible alerting system made available by Talkwalker at www.talkwalker.com/en/alerts that monitors various online and social-media sources such as blogs, news, forums and social networks;

“Talkwalker Free Search Service” means the software application and related services that can be accessed through the internet, which consist of a social-media and online-media-search tool, and which searches, analyzes and provides links to a limited set of Query Results;

“Third-Party Content” means any data, information or content originating from or belonging to any third party;

“Third-Party Platforms” means a third-party social-media website (such as Twitter, Facebook, etc.) to which Licensee may access via its Account and from which Talkwalker may retrieve information, for and on behalf of the Licensee, in the context of the provisions of the Services.

3. FREE TRIAL

3.1 General provisions

Talkwalker may make available to you the Services on a trial basis under the conditions below.

Trial Services are destined to provide Licensee with a restricted use of the Services, either in terms of time or functionalities, or both (hereinafter the “Trial Services”).

Licensee acknowledges that it is only entitled to be provided with the Services if it acquires such Services in the conditions set out in this Agreement.

The Trial Services are provided free of charge, to any Licensee above eighteen (18) years acting in a professional capacity that creates an Account in view of using the Trial Services. Therefore, you expressly acknowledge and agree that if you create an Account in view of using the Trial Services, i) you are eighteen years old or more and are acting in a professional capacity, and ii) you will use the Trial Services in strict compliance with this Agreement. However, Talkwalker may decline access to a trial at its entire discretion

Without prejudice to Article 10 below, Licensee acknowledges that the Trial Services are offered on an “as is” basis, which Talkwalker considers acceptable with regards to functionalities, design and availability, without any warranty or technical support of any sort.

Talkwalker may, at any time, change the conditions of provision of the Trial Services in any form whatsoever, without prior notification and with immediate effect, including restrict, expand, and/or partially or entirely discontinue the Trial Services, in general or to specific Licensees.

Talkwalker may, at any time, change the terms and conditions of provision of the Trial Services. In this event, the then-updated version of these terms and conditions shall be enforceable as from the date they are displayed on Talkwalker’s access webpage of the concerned Trial Service.

Licensee agrees that its continued use of the Trial Services after the abovementioned display shall be deemed to constitute Licensee's acceptance of the then-updated version of the terms and conditions.

Licensee may not sell, resell, re-purpose or distribute in any way the Trial Services without Talkwalker's express prior approval.

The Trial Services shall be provided to Licensee until i) the end of the trial period, if any, or ii) the Effective Date, if Licensee decides to acquire the Services in the conditions set out in this Agreement.

At the end of the trial period and if Licensee does not acquire the concerned Service, Licensee's subscription to the Trial Service shall expire.

3.2 Conditions specific to the Services

3.2.1 Conditions specific to the Talkwalker Alerts Service Notwithstanding the above, Talkwalker may request fees at any time for the provision of part or the totality of the Talkwalker Alerts Service. In this event, Licensee may either i) pay for the fees in conditions that shall be provided in specific additional terms and conditions, or ii) cancel its subscription to the Trial Service. If Licensee cancels its subscription to the Talkwalker Alerts Service, Talkwalker shall be entitled to block Licensee's access to its Account and to delete Licensee's Account.

3.2.2 Conditions specific to the Talkwalker Free Search Service

Notwithstanding the above, Talkwalker may request fees at any time for the provision of part or the totality of the Talkwalker Free Search Service.

In this event, Licensee may either i) pay for the fees in conditions that shall be provided in specific additional terms and conditions, or ii) cancel its subscription to the Trial Service.

If Licensee cancels its subscription to the Talkwalker Free Search Service, Talkwalker shall be entitled to block Licensee's access to its Account and to delete Licensee's Account.

3.2.3 Conditions specific to the Talkwalker Service

Notwithstanding the above, the Trial Service concerning the Talkwalker Service shall be made available to Licensee for the period of time set out on Talkwalker's website as from the date of creation of an Account.

Upon the end of the trial period, Licensee's access to Trial Service concerning the Talkwalker Service shall be blocked. Licensee may then revert to other Trial Services or the Free Search Services, if available.

In this event, any data entered by Licensee into the concerned Trial Service or made available by Talkwalker within the context of the use of the Trial Service that are not supported by the free version of the Talkwalker Service will be permanently lost, unless Licensee acquires the concerned Service before the end of the trial period.

3.2.4 Conditions specific to the Command Center Service

Notwithstanding the above, the use of the Command Center Service is strictly limited to the display in dedicated rooms on Licensee's premises, to the exclusion of any display on a "Public Screen" (for example in a visitor's lobby).

It is expressly agreed that under no circumstances shall the Licensee use the Command Center Service on a Public Screen. A Public Screen means a monitor, screen or other video output device placed at a live event, public venue or in another open-to-the public setting on which the Talkwalker Service is displayed. For the sake of clarity a display in the lobby of your premises is not allowed.

In case the Licensee wishes to display the Talkwalker Services on public screens, Licensee is to inform Talkwalker of such intent and Talkwalker will liaise with Twitter and/or other Third Party Platforms in order to seek such use to be allowed by the Third Party Platforms, and specific terms of service may be provided to the Licensee.

4. SERVICES

4.1 Obligations of Talkwalker. As from the Effective Date, Talkwalker shall provide Licensee with the Services listed in the relevant Order Form under the conditions set out in this Agreement and in the Order Form.

4.2 Obligations of Licensee. Licensee shall pay for the Services acquired through the relevant Order Form under the conditions set out in this Agreement and in the Order Form.

4.3 Fair usage. Licensee acknowledges that the Services are provided on a "fair use" basis. As such, the Services may be subject to limitations, including technical limitations, the object of which could for example be an unusually large number of search terms within a given search query, search

queries, monitored content, requests for newsletters, alerts, etc., if Licensee does not comply with reasonable industry standards while using the Services.

5. PROPRIETARY RIGHTS

5.1 Talkwalker's Intellectual Property Rights

Subject to the limited rights expressly granted to Licensee in article 5.2 below and to the exclusion of any intellectual property rights on Third-Party Content and on Licensee's Data, Licensee expressly acknowledges and agrees that Talkwalker holds and reserves all intellectual property rights in, to and in relation to the provision of the Services, in particular but without limitation relating to trademarks, trade names, database rights, processes, software, patents, copyrights, designs, logos, calculations, algorithms and domain names (hereinafter "Talkwalker's Intellectual Property Rights").

5.2 Licensee's right of use and restrictions Licensee is granted a right to use Talkwalker's Intellectual Property Rights for the sole and exclusive purpose of using the Services under the conditions set out in this Agreement.

Licensee agrees that it i) may not use in any way the Services, Query Results, Licensee's Data, Third-Party Content or Third-Party Platforms in violation of any applicable laws (including any applicable local laws where Licensee is located) and in particular applicable intellectual property laws, in violation of this Agreement or in violation of any terms of service applicable to Licensee in relation to such use, ii) may not give access to its Account or to any Query Results except to its Business Counterparts, as permitted by Talkwalker, and/or iii) may not make any permanent copy of, or make derivative works incorporating any of the elements of, or reverse-engineer or decompile or try to access and/or modify in any way the source codes of any software made available by and/or protected by Talkwalker's Intellectual Property Rights.

Furthermore, Licensee may not i) use the Services for any illegal or unauthorized purposes, such as downloading and/or reproducing data, information or content without the necessary prior authorizations to do so or, ii) access and use the Services in order to build and/or make available in any way any similar or competitive Services, or iii) use the Services in a manner that exceeds reasonable request volume, constitutes excessive or abusive use, or otherwise fails to comply or is inconsistent with any part of the User Manual or this Agreement, and/or iv) use the Services to create, store, use, reproduce or disseminate infringing or otherwise unlawful data,

information or content or data, information or content that violate any third party's rights such as privacy or intellectual property rights, and/or v) engage in any activity that: (a) interferes or attempts to interfere with the proper functioning, or disrupts, diminishes the quality, of the Services, (b) circumvents, disables, or otherwise interferes with security-related features of the Services or features that enforce limitations on use of the Services.

If Licensee enables access to its Account to a Business Counterpart, as authorized by Talkwalker, Licensee shall ensure that such Business Counterpart uses the Services in compliance with the restrictions and obligations imposed on Licensee under this Agreement.

Licensee shall defend, indemnify and hold Talkwalker harmless against any Claim, as defined in Article 11 below, arising out of the use of the Services by its Business Counterparts in the conditions set out in Article 11 below.

Talkwalker reserves the right to notify any competent authority of any action or conduct of Licensee while using the Services or Licensee's Data or Third-Party Content that Talkwalker may deem to be unlawful or infringing, without any prior notification to Licensee.

5.3 Licensee's Data and Third-Party Content

Licensee is solely responsible and fully liable for its access to or use of any nature of Licensee's Data and/or Third-Party Content.

If Licensee downloads, reproduces and/or in any other manner uses any data or content, including but not limited to Licensee's Data or Third-Party Content, Licensee expressly warrants that it holds all the rights to download, reproduce and/or use such data, either through ownership of all rights (including, but not limited to the intellectual property rights) to such data or by having duly obtained sufficient and necessary rights from the legal owner of such rights.

Licensee hereby authorizes Talkwalker to use, modify and integrate into any other derivative works Licensee's Data, including intellectual property rights, for the legal duration of the intellectual property rights, for the sole and exclusive purpose of providing the Services.

If Licensee enters any data or content into the Services, Licensee expressly warrants that it holds all the rights to submit such data to Talkwalker, either through ownership of all rights (including, but not limited to the intellectual property rights) to such data or by having duly obtained sufficient and necessary rights from the legal owner of such rights to sublicense or

otherwise lawfully make available the rights to such data to Talkwalker for the purposes mentioned above.

Licensee agrees that it shall defend, indemnify and hold Talkwalker harmless in the event of any Claim (as defined in Article 11 below) in the conditions set out in Article 11 below.

6. THIRD-PARTY CONTENT AND THIRD-PARTY PLATFORMS

6.1 Third-Party Content

Query Results may enable Licensee to access Third-Party Content.

Licensee expressly undertakes not to access, reproduce or in any other way use Third-Party Content in any manner which infringes the rights (including but not limited to the intellectual property rights) of any third party or of Talkwalker. Licensee further undertakes to acquire all rights required to access, reproduce or in any other way use any content or data protected by rights of third parties or of Talkwalker. Licensee expressly acknowledges that Talkwalker does not own or have any right of any nature or any kind of control or command on Third-Party Content.

As such, Talkwalker has no obligation, nor does Talkwalker agree to conduct any verification, modification, filtering or deletion of any nature or more generally, conduct any kind of active action that may have an impact on the Third-Party Content or its display in the Query Results.

Talkwalker may not be held liable for any use of any Third-Party Content by Licensee and Licensee's use of Third-Party Content is at its sole risk.

6.2 Third-Party Platforms

Licensee is granted the possibility to access any account it may have on Third-Party Platforms via the Services.

Licensee is informed that Talkwalker may access, collect, process and/or store personal data from such Third-Party Platforms accounts in the conditions set out in the Privacy Policy (www.talkwalker.com/en/privacy-policy).

Licensee expressly acknowledges and agrees that it is solely responsible and shall be held solely liable for i) any content provided by Licensee to Third-Party Platforms and for any content accessed by Licensee on any

Third-Party Platforms, and ii) any communications or interactions between Licensee and any third parties through Third-Party Platforms.

Licensee expressly agrees that while accessing such Third-Party Platforms via the Services, it shall comply at all times with any applicable laws and with any terms and conditions governing its use of such Third-Party Platforms it may have entered into for this purpose.

6.3. Third-Party Platforms Limitations

In particular, Licensee expressly agrees to Twitter's Terms of Service located at <http://twitter.com/tos> and in case the Licensee creates any content, Licensee expressly agrees to abide by Twitter privacy policy located at <http://twitter.com/privacy> and the Twitter Rules located at <http://twitter.com/rules>.

The tool is not intended to be used as a law enforcement tool. In this sense, Licensee cannot use the Talkwalker tool to allow or assist any government entity, law enforcement, or other organizations to conduct surveillance. Nor can Licensee display, distribute or otherwise make available content to any person or entity that the Licensee may reasonably believe will use such data to violate the Universal Declaration of Human Rights.

Law enforcement personnel using the system need to reach an individual separate agreement with Talkwalker and abide by Third Party Platforms terms. In particular, Twitter's Guidelines for Law Enforcement located at <https://t.co/le>.

Content from Third-Party Platforms cannot be publicly display without reaching an specific agreement with Talkwalker and always respecting any Third-Party Platform right.

7. PAYMENT TERMS

7.1 Upon subscribing to the Services via an Order Form, Licensee shall receive an invoice listing the Services acquired by Licensee and the applicable Fee.

7.2 Licensee shall pay Talkwalker the Fee in the conditions specified in the invoice.

7.3 Talkwalker may offer Licensee the possibility to pay the Fee via credit card. If Licensee elects to pay the Fee via credit card, Licensee shall provide Talkwalker with valid and up-to-date credit card information.

Licensee hereby authorizes Talkwalker or any third-party authorized by Talkwalker to collect the Fee on its behalf, as specified in article 7.5 below, to charge said credit card, at the frequency and under the conditions determined in the Order Form, for the Fee due in reason of the Services acquired and listed in the Order Form.

7.4 In case of default of payment of a Fee within seven (7) days from the due date, Licensee shall receive a late payment notice via e-mail or regular mail. If Licensee fails to pay the Fee concerned within seven (7) days from issuance of the late payment notice, Licensee shall incur additional late payment fees of five (5) per cent of the total amount due, without prejudice to the application of the then-applicable Luxembourg legal rate of interest, as determined in accordance with the Luxembourg law of 18 April 2004 relating late payment and interests for late payment as amended.

Furthermore, in the event of delayed payment of any Fee, Licensee shall automatically owe Talkwalker fixed debt collection fees amounting to forty (40) euros, as provided by the abovementioned law of 18 April 2004.

If Licensee fails to pay the amount due after fourteen (14) days from issuance of the late payment notice as specified above, Talkwalker shall be entitled, at its own discretion, to terminate the Agreement, without prejudice to the application of additional late payment fees as specified above and to Licensee's obligation to pay all outstanding invoices. In this event, Talkwalker reserves the right to discontinue immediately and with no formality the provision of the Service.

7.5 Talkwalker may opt to outsource the invoicing and/or the collection of the Fee to a third-party partner. However, in such cases, Talkwalker remains the sole final beneficiary of the invoiced amounts, and can, at its entire discretion, claim the amounts due directly from the Licensee, without intervention from the third-party partner, in accordance with the terms of this Agreement and the concerned Order Form.

7.6 The amount of the Fee depends, inter alia, on the costs paid by Talkwalker to third parties such as Third-Party Platforms in order to provide access to such Platforms and content disseminated on said Platforms within the context of the use of the Services.

In the event that the costs paid by Talkwalker to third parties such as Third-Party Platforms within the context of the use of the Services are increased, Talkwalker reserves the right to pass on the costs' increase on the Fee as from the next Renewal Term (as defined below), it being specified that the

increase shall be notified to Licensee via e-mail or another appropriate communication method.

In this event, Licensee shall have the right to terminate this Agreement via written notice at least thirty (30) days prior to the Initial Term expiration date or to the then-current Renewal Term expiration date.

If Licensee does not terminate the Agreement in the conditions above, Licensee shall be deemed to agree to the increased Fee.

Licensee may subscribe to additional services. In this event, any advance payments of Monthly Fees made by Licensee shall be deducted from the fees due in reason of the additional subscription. 7.7 Conditions specific to the Talkwalker API Service. If Licensee subscribes to the Talkwalker API Service, Licensee agrees to abide by the payment terms of such Service made available to Licensee.

8. TERM AND TERMINATION

8.1 Term.

This Agreement shall stay into force for the term determined in the Order Form as from the Effective Date (hereinafter the “Initial Term”).

After expiration of the Initial Term and unless otherwise specified in the Order Form, this Agreement shall be renewed automatically for periods equal to the Initial Term (hereinafter, each a “Renewal Term”).

Each Party may terminate this Agreement by written notice sent to the other Party via regular mail at least thirty (30) days prior to the Initial Term expiration date or to the then-current Renewal Term expiration date, unless specified otherwise in the Order Form.

8.2 Termination.

Talkwalker reserves the right to immediately and automatically terminate this Agreement, without notice and without recourse to the courts if Licensee falls in voluntary or involuntary petition in bankruptcy or any pleading seeking any reorganization, liquidation or dissolution under any law, including the adjudication of the Licensee as insolvent, the appointment of an administrator, receiver or liquidator in respect to Licensee or in case Licensee ceases to conduct its normal and customary business operations.

Talkwalker may terminate this Agreement by written notice with immediate effect, without recourse to the courts and without possible claim of any reimbursement by Licensee in the event of:

- i) Default of payment of at least twenty-one (21) days; or
- ii) Any unauthorized use of the Services or of Talkwalker's Intellectual Property Rights made or permitted by you; or
- iii) Without prejudice to the above, any breach by you of any of the terms and conditions of this Agreement, following notice from Talkwalker sent via e-mail of such breach, if the breach is not cured within three (3) days from receiving such notice; or
- iv) If Talkwalker is forced under a judgment, court order, regulation or change in law or law practice to stop the provision of the Services.

Such termination does not relieve Licensee from paying any remaining unpaid invoices for the period prior to the effective date of termination.

Upon termination for any reason, Licensee shall immediately cease using the Services and Talkwalker reserves the right to block access to Licensee's Account and to delete any data put in and/or stored by Licensee within its Account.

9. CONFIDENTIALITY

9.1 Neither Party may use the other's Confidential Information, as defined below, or disclose it to any other person for any purpose other than performing this Agreement.

Confidential Information includes, inter alia, trade secrets, any source code of any software used within or in relation to the Services, any financial information concerning the Parties, any information regarding Talkwalker's or the Licensee's business or activities, as well as any information that, by nature or given the circumstances of its disclosure, should be understood to be confidential.

9.2 However, Licensee acknowledges and agrees that Talkwalker may publicly use Licensee's name in any format for any promotion, publicity, marketing or advertising purpose

10. WARRANTIES AND LIABILITY

10.1 Warranties.

10.1.1 Talkwalker's warranties and disclaimer.

Talkwalker warrants that it has the power and authority to enter into this Agreement.

The Services are made available on an "as is" basis. Talkwalker does not warrant that they will operate error-free or in an uninterrupted manner or that their content shall meet Licensee's requirements or expectations or that they will fit any particular purpose. Licensee is responsible for ensuring that the Services meet its requirements.

10.1.2 Licensee's warranties and disclaimer.

Licensee warrants that it has the power and authority to enter into this Agreement.

10.2 Liability, limitations and exclusions.

10.2.1 Licensee is solely responsible for obtaining, subscribing, installing, maintaining and operating all adequate software (such as its browser), hardware or other computer equipment or web solution (such as setting-up an internet connection or subscribing to a cloud storage solution), as specified in the User Manual, necessary for the use of the Services.

Licensee acknowledges that the internet is not a totally stable or secure environment. As such, Talkwalker may not be held liable for any defects or delays in the Services arising as a result of any problem associated with the internet.

10.2.2 In no event shall Talkwalker be liable towards Licensee or towards any third party for any indirect damage, in particular, but not limited to, damages resulting from the loss of data or loss of profits arising under or in connection with this Agreement, or from or in connection with the use of the Services, or in connection with any other service provided under or in connection with this Agreement.

10.2.3 Talkwalker's total and aggregate liability to the Licensee for any direct damage or claim arising out of or in connection with this Agreement is limited to the total amount of the Fees paid by Licensee to Talkwalker for the three (3) months preceding the date of the (first) event giving rise to such claim.

10.2.4 The Services are dependent on information obtained from third parties and/or via the internet. As such, Talkwalker can neither guarantee nor be held liable for the accuracy, completeness or correctness of any Query Results or of any other information Licensee may have access to in the context of the use of the Services. Any information received through the Services does not constitute professional advice of any sort.

Therefore, Licensee expressly agrees that it shall be solely liable for its use of the Services and the consequences thereof.

11. INDEMNIFICATION

11.1 Indemnification by Licensee.

Licensee agrees to defend, indemnify, and hold Talkwalker and its managers, affiliates and/or employees, harmless from and against all claims, suits, proceedings, losses, liabilities, damages, costs and expenses (including any legal fees) (hereinafter the "Claim(s)") made against or incurred by Talkwalker arising out of Licensee's (or, as the case may be, Licensee's Business Counterparts') use of the Services, Third-Party Content or Its Data and/or Licensee's conduct and/or its actions on Third-Party Platforms if such use and/or conduct and/or action is found to breach Licensee's obligations under this Agreement or under any Third-Party Platforms' terms of service, or to violate any applicable laws, or to infringe any third party rights, including intellectual property rights.

In the event Talkwalker receives any Claim from a third party as specified above, Talkwalker reserves the right to block Licensee's access to its Account and/or delete all or part of the infringing or unlawful data or content.

11.2 Methodology.

In the event Talkwalker receives a Claim in the conditions specified above, Talkwalker shall immediately notify Licensee of the Claim by e-mail or regular mail and Licensee shall provide Talkwalker with all reasonable assistance in the defense of the Claim.

12. FORCE MAJEURE

12.1 Neither party shall be held liable in reason of a breach caused by force majeure event, such as natural disasters, wars, government actions, failure of third-party telecommunications or others services, general or local unavailability of telecommunications or the internet network, fire, flood,

explosion, armed hostilities, acts of terrorism, strikes and blockade, and as defined by the Luxembourg civil Code.

13. DATA PROTECTION

13.1 Licensee is informed that Talkwalker may process personal data concerning Licensee and/or its employees and/or points of contacts for the purpose of performing this Agreement.

Licensee expressly acknowledges and agrees that it has carefully read and understood the Privacy Policy (www.talkwalker.com/en/privacy-policy) incorporated to this Agreement by reference.

14. ACCOUNT AND SECURITY

14.1 In order to create an Account and use the Services, Licensee agrees to provide true, accurate, up-to-date and complete information during the registration process, and to notify Talkwalker immediately of any changes thereof, for the registration data to be truthful, accurate, complete and up-to-date at all times.

If an information you provided is untrue, inaccurate, outdated or incomplete, or if Talkwalker has reasonable reasons to assume that any information provided is untrue, inaccurate, not current or incomplete, Talkwalker shall be entitled to temporarily suspend Licensee's Account and the provision of the Services or terminate this Agreement with immediate effect and as such, to permanently delete Licensee's Account and prohibit Licensee from using the Services.

14.2 Licensee will be granted unique identification data that shall provide access to the Services via its Account (hereinafter the "Access ID").

Licensee is responsible for all use of the Services made using such Access ID, and is responsible for taking all appropriate measures to keep its Access ID confidential and, as the case may be, accessible exclusively to its Business Counterparts.

Furthermore, Licensee undertakes to take all appropriate measures to prevent harmful agents or components from entering its systems and to prevent any unauthorized or unlawful or infringing use of the Services through its Access ID.

14.3 Licensee agrees not to use the Services in breach of the terms and conditions of this Agreement or otherwise in a way that is unacceptable to Talkwalker, or for spamming, hacking or any other such activities.

15. MISCELLANEOUS

15.1 Applicable Law and Venue. This Agreement shall be governed and construed in accordance with the laws of the Grand-Duchy of Luxembourg. The courts of the judicial district of Luxembourg-City have exclusive jurisdiction in relation to any dispute arising out of or in relation with this Agreement.

15.2 Assignment. Talkwalker may assign, transfer or otherwise dispose of any of its rights or obligations under the Agreement to a third party. Talkwalker shall notify the Licensee fourteen (14) days in advance before such transfer becomes effective.

15.3 No Agency. The Parties are independent contractors. Nothing in this Agreement shall be construed as creating any relationship of any sort between the Parties other than the one expressly provided by this Agreement, including without limitation any sort of partnership, joint venture, agency, or employment relationship.

15.4 Severability. In the event any provision of the Agreement is held by a court or other tribunal of competent jurisdiction to be illegal and/or unenforceable, the Parties agree to negotiate in good faith in order to agree on a new replacing provision only to the extent necessary to make it enforceable and the other provisions of the Agreement will remain in full force and effect.

15.5 Contractual modifications. Talkwalker may alter terms and conditions of this Agreement, in whole or in part, by giving thirty (30) days prior notice to Licensee by e-mail or by any other appropriate means of communication, such as for instance a display on the access webpage. Should Licensee disagree with the changes, Licensee has the right to terminate the Agreement immediately. Licensee shall be deemed to agree to any modification made to the terms and conditions of this Agreement if Licensee does not terminate the Agreement within fifteen (15) days from Talkwalker's prior notice as specified above.

15.6 Survival. Notwithstanding the termination of this Agreement for any reason, Articles 5 – Proprietary Rights, 6 – Third-Party Content and Third-Party Platforms, 9 – Confidentiality, 10 – Warranties and Liability, 11 – Indemnification, 13 – Data Protection, 14 – Account and Security and 15 –

Miscellaneous of this Agreement shall continue in full force and effect following such termination.

15.7 Headings and Captions. The captions and headings in this Agreement are inserted solely for convenience and ease of reference only and shall not constitute any part of this Agreement, or have any effect on its interpretation or construction.

15.8 Notices. All notices, demands and requests will be deemed given when sent by e-mail or regular mail to the Parties' addresses as set out in this Agreement or in the Order Form, except where a notification by registered mail with acknowledgement of receipt is required.

Licensee undertakes to notify Talkwalker immediately of any change in its contact details by providing its updated contact details at: contact@Talkwalker.com Licensee expressly agrees that it will be reachable at all times via the contact details provided to Talkwalker and agrees that it shall be deemed to be reachable at all times via said contact details.

The e-mail address of Talkwalker is: contact@Talkwalker.com