INZYON
ENTERPRISE INSIGHT SOLUTIONS

TERMS AND CONDITIONS - APPLICATIONS

This Terms and Conditions document is an addendum to the Supplier's Terms and Conditions Professional Services (hereinafter "TCPS") and shall govern all Orders regarding, and use of, Applications.

1. DEFINITIONS

1.1. "Application" means any and all dataprograms/software/configurations/datamodels developed or provided, or to be developed or provided, by Supplier, equipment pertaining to the dataprograms/software/configurations/datamodels, related documentation intended for use by Users and all copies made thereof, either copied in whole or in part, as well as the audio and visual information, contained in or made available to the Customer during the course of the Customer's usage of said dataprograms/software/configurations/datamodels and as described in applicable documentation or on-line. The term "Application" does not include any third party information, materials or content (which items may, nevertheless, constitute Confidential Information of Supplier).

1.2. "Application Order" means a deed in which a provisioning of an Application to a Customer is detailed.

1.3. "Desktop Specification" means Supplier's recommended minimum technical specifications required to access and utilize the Application.

1.4. "Key" means license files, keys, node locks, security devices, or other functions or materials, whether employed by electronic, mechanical or other means, needed to use, operate, or access the Application.

1.5. "License" means the right to use the Application in accordance with definitions and specifications in this Agreement.

1.6. "License Period" means the calendar period set forth in an Application Order during which the License is valid.

1.7. "License Specification" means the agreed configuration of the License as set forth in an Application Order.

1.8. "Maintenance Downtime" means actual but planned downtime during which the Application may be unavailable or severely disrupted due to Supplier's maintenance activities, such as necessary work on configuration, hardware, OS, network, database, software, repairs, patches and upgrades.

1.9. "Maintenance Windows" means specified time frames during which Maintenance Downtime may take place.

1.10. "Registered User" means any person in actual use of Application in any location, whether that person has access to the Application on a stand-alone computer, a computer that is part of or is accessing a network of computers, via a website, personal digital or electronic device or any other platform and that has been supplied a user identification and password by Customer (or by the Supplier at the Customer's request), and who has, as a result, a "User Account".

1.11. "Sub-processor" means a third-party subcontractor engaged by Supplier which, as part of the subcontractor's role of delivering the services, will process Personal Data on behalf of the Customer.

1.12. "Support Services" means services set forth herein to keep the Licensed Application operational.

1.13. "Upgrade" means exchanging an Application edition for a subsequent edition.

1.14. "User" means Registered User.

2. ORDERING

2.1. Added Users will be subject to the following: (i) Licenses will be coterminous with the preexisting License Period; (ii) the Fee for the added Licenses will be the then current, generally applicable Fee; and (iii) Licenses added during a billing month will be charged in full for that billing month.

3. LICENSE AND USE RIGHTS

3.1. The Supplier hereby grants the Customer a non-exclusive, non-transferable, worldwide License to use the Application, according to License Specification set forth in Application Order, solely for the Customer's own internal business purposes, subject to the terms and conditions set out in this Agreement. All rights not expressly granted to the Customer are reserved by the Supplier and its licensors.

3.2. The Customer shall not:
i. license, sublicense, sell, resell, rent, lease, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Application in any way; or
ii. create Internet "links" to the Application or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or
iii. use the Application to send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; or
iv. use the Application to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third-party privacy rights; or
v. use the Application to send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; or
vi. interfere with or disrupt the integrity or performance of the Application or the data contained therein; or
vii. attempt to gain unauthorized access to the Application or its related systems or networks; or
viii. modify or prepare derivative works of the Application for any purpose except as permitted by Supplier; or
ix. reverse engineer, disassemble or de-compile any object code or access the Application or apply any procedure to the Application to attempt to derive the source code or source listings for the Application or any trade secret information or process information contained in the Application in order to (a) build a competing product or service, (b) build a product using similar ideas, features, functions or graphics of the Application, or (c) copy any ideas, features, functions or graphics of the Application; or
x. remove or destroy any proprietary notices of Supplier from the Application and must fully and faithfully reproduce all copyright, trademark or other proprietary markings of Supplier on all copies of the Application; or
xi. incorporate the Application in whole or in part with other computer software.

3.3. User Accounts cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the Application.

4. APPLICATION

4.1. The Supplier will provide access to the Application via a designated ULR set forth in the Application Order.

4.2. The Application provided under this Agreement does not restrict usage in terms of number of log-ins, or data transfer, per time unit.

4.3. The maximum disk storage space provided is 5 GB per User license up to a maximum of 50 GB, disregarding number of Users. If the amount of disk storage required exceeds these limits, Customer will be charged the then-current storage fees. Supplier will use reasonable efforts to notify Customer

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when the average storage used per license reaches approximately 90% of the maximum; however, any failure by Supplier to so notify Customer shall not affect Customer responsibility for such additional storage charges. Supplier reserves the right to establish or modify its general practices and limits relating to storage of Customer Data.

5. AVAILABILITY

5.1. The Application shall be available twenty-four (24) hours per day, 365 days per year, excluding Maintenance Downtime.

6. INFORMATION SECURITY

6.1. Uploaded Customer Data will be stored as long as the License is in force unless otherwise agreed or deleted by Users, either manually or by configuration.

6.2. The Customer is responsible for all activity occurring under its User Accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with the Customer's use of the Application, including those related to data privacy, international communications and the transmission of technical or personal data.

6.3. The Customer shall ensure that details of User Accounts and equivalent obtained by the Customer are stored and used in a secure manner and cannot be accessed and thereby used by third parties.

6.4. The Customer shall ensure not to allow access to a User Account to any person which impersonate another user or provide false identity information to gain access to or use the Application.

6.5. The Customer shall, where it is suspected that any unauthorized person has become aware of a User Account, immediately inform Supplier thereof and take action to change such User Account.

6.6. The Customer shall report to Supplier immediately, and use reasonable efforts to stop immediately, any copying or distribution of any component of Application that is known or suspected by the Customer or the Customer's Users.

6.7. The Customer shall notify Supplier immediately of any unauthorized use of any password or account or any other known or suspected breach of security.

6.8. Supplier will immediately inform the Customer if detecting signs of any unauthorized activity under any User Account(s).

6.9. The Customer shall be liable for any unauthorized use of the Application. Supplier shall have no liability for any loss or damage arising from the Customer's failure to comply with these requirements.

6.10. The Customer shall be liable for losses or damage directly or indirectly incurred by Supplier where the Customer intentionally or negligently reveals a User Account to a third party or where a User Account otherwise become known to an unauthorized party, unless the Customer notifies Supplier immediately upon suspicion that such has occurred.

7. THIRD PARTY INTERACTIONS

7.1. During use of the Application, Customer may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the Application. Any such activity, and any terms, conditions, warranties or representations associated with such activity, is solely between Customer and the applicable third-party. Supplier and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between Customer and any such third-party. Supplier does not endorse any sites on the Internet that are linked through the Application. Supplier provides these links to Customer only as a matter of convenience, and in no event shall Supplier or its licensors be

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responsible for any content, products, or other materials on or available from such sites. Supplier provides the Application to Customer pursuant to the terms and conditions of this Agreement. Customer recognize, however, that certain third-party providers of ancillary software, hardware or services may require Customer agreement to additional or different license or other terms prior to Customer use of or access to such software, hardware or services.

8. UPGRADES

8.1. Supplier reserves the right to implement Upgrades including but not limited to, changes that effect modifications to the design, operational method, technical specifications, systems, and other functions, etc. of the Application, at any time without prior notice.

8.2. Such Upgrades takes place during Maintenance Windows.

9. SUPPORT UNDERTAKINGS OF THE SUPPLIER

9.1. Supplier shall provide Support Services according to the specifications in this Agreement and for matters related only to the Application.

9.2. Supplier provides Support Services via e-mail accessible in Application.

9.3. Support Services are:
   i. Fault detection and diagnosis
   ii. Correction of errors which affect the performance or functionality of the Application.
   iii. Advice on administration of the Application.
   iv. General technical communication and access to information relating to the Application.

9.4. The Support Services do not cover the following:
   i. faults occurring because the Customer or any third party has modified, altered or interfered with the Application without Supplier's prior written approval;
   ii. faults occurring because the Customer has used the Application in a manner other than that specified in the License or through negligence on the part of the Customer, its employees, consultants or any third party, or through other circumstances beyond the Supplier's control.

9.5. For the avoidance of doubt, if a fault proves to be due to any or one of the reasons set forth in 9.4, the Supplier will charge it's from time to time applicable hourly rate for any work undertaken to assist in such fault diagnosis and detection.

9.6. Supplier operates performance monitoring software on the Licensed Application to enable efficient Maintenance.

10. SUPPORT UNDERTAKINGS OF THE CUSTOMER

10.1. Customer will provide in-house first-line support to Registered Users and Recipient Users. Customer system administration staff will have access to Supplier support for second-line support and more qualified inquires. Customer system administration staff will contact Supplier support via Support e-mail.

10.2. Customer is responsible for all support that is not directly related to the Application. This includes internal network issues (including, but not limited to browser support, e-mail and operating systems).

10.3. Customer shall appoint a number of "System Administrators" not to exceed 3 (three) individuals. Customer shall inform Supplier in writing of the designated persons and further of any future change. Supplier has no obligation to respond to Support Requests or related communications from persons other than System Administrator(s).

11. SUPPORT REQUEST MANAGEMENT

11.1. A Support Request is the only means by which Customer may request any action by Supplier to furnish a Support Service. Supplier will open a ticket and assign a tracking number and provide the tracking number to Customer in Supplier's acknowledgment.

11.2. Customer's System Administrators requesting support shall provide all information and assistance needed by Supplier to recreate and resolve a problem covered by the Support Request.

11.3. The parties will communicate on the progress toward resolving the problem periodically in the ticket until the issue is deemed resolved.

12. MAINTENANCE DOWNTIME

12.1. Maintenance Downtime is up to 8 hours of planned and scheduled maintenance performed per calendar month. Maintenance Downtime shall take place during Maintenance Windows, no more than two per calendar month, communicated to the Customer at least 5 working days prior to such Maintenance Window.

12.2. Notices of Maintenance Windows will be provided to Customer's designated System Administrators by in system notifications.

13. WARRANTIES; DISCLAIMER

13.1. SUPPLIER WARRANTS THAT THE APPLICATION WILL, IF USED IN ACCORDANCE WITH THE APPLICABLE DOCUMENTATION AND INSTRUCTIONS, OPERATE SUBSTANTIALLY IN CONFORMITY WITH THE APPLICATION DESCRIPTION. EXCEPT FOR SUCH WARRANTY, SUPPLIER PROVIDES THE APPLICATION AND ALL SERVICES WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED. EXCEPT AS OTHERWISE PROVIDED HEREIN, SUPPLIER DOES NOT WARRANT THAT THE APPLICATION WILL OPERATE UNINTERRUPTED NOR THAT THE APPLICATION OR THE SERVICES WILL BE FREE FROM DEFECTS OR ERRORS, NOR THAT THE APPLICATION OR SERVICES WILL MEET CUSTOMER'S BUSINESS REQUIREMENTS. WITHOUT LIMITING THE FOREGOING, CUSTOMER FURTHER ACKNOWLEDGES THAT (i) THE APPLICATION INCLUDES, OR MAY BE USED BY CUSTOMER TO ACCESS, DATA DERIVED FROM PUBLICLY AVAILABLE INFORMATION OR FROM THIRD PARTIES, AND SUPPLIER DOES NOT WARRANT OR ASSURE THE ACCURACY, CORRECTNESS OR COMPLETENESS OR ANY OTHER ASPECT OR FEATURE OF ANY SUCH DATA, and (ii) THE APPLICATION AND SERVICES MAY INCORPORATE, USE OR EMBODY OPEN SOURCE MATERIALS, FOR WHICH SUPPLIER SHALL HAVE NO OBLIGATION OR LIABILITY BY WAY OF WARRANTY, INDEMNIFICATION OR OTHERWISE.

13.2. CUSTOMER ACKNOWLEDGES THAT SUPPLIER HAS NO LIABILITY OR OBLIGATION FOR DAMAGES, DEFECTS, MALFUNCTIONS OR APPLICATION FAILURES CAUSED BY (i) UNAUTHORIZED MODIFICATION OF THE APPLICATION OR SERVICES BY CUSTOMER OR ANY THIRD PARTY, (ii) ABUSE, MISUSE, OR NEGLIGENT ACTS OF CUSTOMER OR ITS PERSONNEL, AGENTS OR REPRESENTATIVES, (iii) FAILURE OF CUSTOMER TO FOLLOW SUPPLIER'S DOCUMENTATION, INSTALLATION, OPERATION OR SUPPORT INSTRUCTIONS, (iv) ANY NON-CONFORMING USE OR (v) USE OF THE APPLICATION, SERVICES OR DELIVERALES BY ANY PERSON OTHER THAN AN AUTHORIZED USER OF CUSTOMER.

14. INTERNET DELAYS

14.1. SUPPLIER'S APPLICATION MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SUPPLIER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

15. TERMINATION

15.1. Either party may reduce the number of licenses, with a 90 days' notice, effective only upon the last day of the at each time current License Period. If such notice of termination, or reduction in number of licenses, is not received by Supplier at a minimum 90 days prior to end of the License Period, the Application will be renewed and charged for a new License Period equal to the then current License Period, starting the first day following the current License Period expiration date and for the total number of Users requested at that date.

15.2. Except in cases of Force Majeure, the License Period cannot be terminated or suspended other than as provided for in Section 29.1 or 29.2 in the TCPS.

15.3. Any breach of Customer payment obligations or unauthorized use of the Application will be deemed a material breach of this Agreement. Supplier, in its sole discretion, may terminate Customer password, account or use of the Application if Customer breach or otherwise fail to comply with this Agreement. In addition, Supplier may terminate a trial account at any time in its sole discretion. Customer agree and acknowledge that Supplier has no obligation to retain the Customer Data, and may delete such Customer Data, if Customer have materially breached this Agreement, including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

15.4. Supplier will Process data on behalf of the Customer until the termination of the Application in accordance with these terms. Upon termination, Supplier may store the Customer Data for a maximum period of six months, should the Customer wish to reopen the use of the Application, unless otherwise instructed by the Customer. Supplier, unless otherwise required by law, deletes all Personal Data after the end of the provision of the Application.

16. FEES AND PAYMENT

16.1. Application fees are set forth in each Application.

16.2. Application fees are invoiced and payable in advance, for the duration of each License Period.

16.3. Application invoices shall always be issued so that due date predates the first date of the respective License Period.

16.4. Supplier may, on not less than one hundred eighty days' prior written notice, increase prices for any renewal or extension period of any License Periods. In the event that Customer does not agree to such increase, Customer's sole right and remedy will be to notify Supplier that it will not renew such License or Order.

16.5. For payments Customer agree to provide Supplier with complete and accurate billing and contact information. This information includes Customer legal company name, street address, e-mail address, VAT number (if within the EU) and name and telephone number of an authorized billing contact. Customer agree to update this information within 30 days of any change to it. If the contact information Customer have provided is false or fraudulent, Supplier reserves the right to terminate Customer access to the Application in addition to any other legal remedies.

17. NON-PAYMENT AND SUSPENSION

17.1. In addition to any other rights granted to the Supplier herein, the Supplier reserves the right to suspend or terminate the Customer's access to the Application if the Customer's account becomes delinquent (falls into arrears) for more than 30 days after receipt by Customer of a summons to pay by Supplier. The Customer will continue to be charged for the Application during any period of suspension.

18. PUBLICITY

18.1. As the Application is a hosted, online application, Supplier occasionally may need to notify all users of the Application of important announcements regarding the operation of the Application.

18.2. As a paying customer of the Application, Customer agree that Supplier can disclose the fact that Customer are a paying customer of the Application.