



GENERAL TERMS AND CONDITIONS – WEB ORDER

DEFINITIONS

“**Agreement**” shall mean these General Conditions and the Order from the Customer to subscribe on the Services which together constitutes the agreement between Gavagai and the Customer.

“**API**” shall mean the single application programming interface to the Gavagai Technology provided by Gavagai.

“**Customer**” shall mean the legal entity or person that orders/subscribes on the Services.

“**Data**” shall mean the information, result and other material delivered by the Gavagai Technology through the API.

“**Gavagai**” shall mean Gavagai AB, a Swedish company with company registration number 556745-2924.

“**Gavagai Technology**” shall mean Gavagai’s text analytics technology, provided to the Customer as a Software-as-a-Service through the API.

“**General Conditions**” shall mean these general terms and conditions regarding Gavagai’s provision, and the Customer use, of the API, Gavagai Technology and Data.

“**Order**” shall mean the web order from the Customer’s to subscribe on Gavagai’s Services.

“**Services**” shall mean the Gavagai Technology and Data provided by Gavagai through the API as a Software-as-a-Service according to this Agreement.

“**Start Date**” shall mean the date when the Customer receives access to the Services.

1. SCOPE OF AGREEMENT

1.1. This Agreement governs (i) under what conditions the API is provided to the Customer, (ii) how the Customer is allowed to use the API and the Gavagai Technology (iii) and the Customer’s rights and obligations when using the Data.

1.2 The extent of Gavagai’s provision of, and the Customer’s use of, the Services are set forth in the Order. If there are any conflicts between the Order and these General Conditions, the content of the Order shall prevail.

1.3 By subscribing and accessing to the Services the Customer acknowledges that it has read and accepted the terms set out in the Agreement, including these General Conditions.

2. ACCESS TO THE SERVICE

2.1. Gavagai hereby grants the Customer, from the Start Date until the termination of the Agreement, a non-exclusive, non-sub licensable, non-transferable and revocable right to access and use the API, the Gavagai Technology and the Data (jointly referred to as the Services) for internal use in accordance with this Agreement.

2.2 The Customer understands and acknowledges that, except as otherwise expressly set forth in this Agreement, Gavagai is not the source of any third party data which is part of the Data and the Customer’s rights and obligations regarding the access (e.g. links to third party sites) and use of such data through the Services is subject to the terms and

conditions of the third party media data providers that are the original source of the data.

2.3 The Customer’s rights according to this Agreement does not constitute any limitation in Gavagai’s or Gavagai’s data sources’ right to freely use, develop and amend the API, the Gavagai Technology and/or the Data.

3. FEES AND PAYMENT

3.1 Customer shall in monthly arrears pay Gavagai for the access and use of the Services in accordance with the fees, if any, agreed upon in the Order. All fees are quoted exclusive of taxes and similar duties imposed by the tax authorities and the Customer is obliged to reimburse Gavagai for such taxes.

3.2 Unless otherwise is stated in the Order, the Customer shall pay Gavagai’s invoices within 30 days from the date of issue of the invoice. Customer shall pay interest on all payments not received by the invoice due date at a rate of 1.5% per month.

3.3 If the Customer wants to file a complaint about an invoice, such complaint shall be made no later than two (2) months after the date of the invoice. If such complaint is not made, the Customer shall be deemed to have accepted the correctness of the invoice.

4. TERM AND TERMINATION

4.1 This Agreement enters into force when the Customer has accepted the terms of the Agreement and remains in force until terminated by either party with one (1) months’ prior written notice.

4.2 Gavagai reserves the right to immediately terminate this Agreement and to discontinue the Customer’s use of the Services if the Customer uses the Services or the Data in breach of the provisions set out in the Agreement.

4.3 If the Customer’s right to use the Services is terminated, the Customer is obliged to immediately discontinue and erase its connection to the API and any references to Gavagai’s trade name and trademarks (including logos) used in products or services.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 Gavagai shall retain all intellectual property rights to the API and the Gavagai Technology. No property rights whatsoever to the API or the Gavagai Technology are granted to the Customer through this Agreement.

5.2 The Customer is entitled to, without limitations, use the Data except if such use of the Data is subject to restrictions according to the terms and conditions of the third party media data provider that is the original source of the Data.

5.3 The Customer is required to refer to the Services or to Gavagai’s trade name or logo when using the Data in products or services developed by the Customer, unless otherwise has been agreed in writing with Gavagai.

6. TECHNICAL REQUIREMENTS

6.1 Customer may only connect to the Services in the way set out in Gavagai’s instructions and is not entitled to use any technical means to gain unauthorized access to, disturb or deactivate the Services. This includes, but is not limited to,

that the Customer undertakes not to introduce viruses, worms, Trojan horses or other forms of malware in the Services or on the website where the Services are provided.

6.2 The Customer shall connect to the Services by using the credentials which the Customer has received from Gavagai and verify the user by entering a secret password. The Customer's designated login user name(s) and password(s) are strictly confidential and may only be used by the Customer.

6.3 Gavagai uses cookies in order to maintain a session. A cookie is a small text file that a website asks to place on the recipient's computer, mobile phone, or other device when visiting a website. The term "cookies" in this Agreement refers to cookies and all such similar technologies. By entering into this Agreement, the Customer consents to the use of cookies set forth above.

7. OTHER REQUIREMENTS OF USE

7.1 The Customer has to be 18 years of age and otherwise have legal capacity to enter into this Agreement and access the Services.

7.2 The Customer's access to the Services is subject to Customer's payment of charges, in accordance with the prices set out in the Order, and adherence to this Agreement.

7.3 The Customer is responsible for all activities that occur during the Customer's use of the Services and the Customer has to immediately notify Gavagai of any unauthorized use of the Services, usernames or passwords.

7.4 The Customer is not entitled to use the Services or the Data for products and services which may harm Gavagai's business interests, for example in effect resell access to the API or create services that compete with the Gavagai Technology and API.

7.5 The Customer may not (i) use the Services for products or services which are in breach of or which allude to the breach of applicable laws and regulations, and/or (ii) use the Data in breach of the terms and conditions of third party media data providers that are the original source of the data.

8. LIABILITY

8.1 The Customer is aware of and accept that Gavagai does not commit to, or provide any warranties regarding the quality, security, reliability, availability or performance of the Services. The Customer cannot expect that the Services are error free, free from security issues, updated, or a suitable data source for the products or services the Customer's intend to use the Services for. However, Gavagai will use its best endeavours to ensure the quality, security, reliability, availability or performance of the Services.

8.2 The Customer is aware and accepts that Gavagai is not liable for any indirect damage, which the Customer may suffer due to the use of, respectively the inability to use, the Services. In this Agreement, indirect damage shall be interpreted to mean for example loss of profit, loss of use of your products or services, reimbursement for the use of a replacing service, loss of data, costs for trouble shooting, loss of goodwill and damage due to viruses and other security related issues. The Customer also accept that Gavagai's total liability for damages due to the use of, respectively inability to use, the Services is limited to the total of fees paid to Gavagai during the previous six (6) months.

8.3 The Customer undertakes to indemnify Gavagai and Gavagai's partners, against any claims from third parties pertaining to the Customer's use of the Services in breach of

this Agreement. The obligation to indemnify Gavagai includes any legal costs (e.g. attorney's fees) that Gavagai may have due to the Customer's use of the Services or the Data in breach of this Agreement.

9. PROCESSING OF PERSONAL DATA

In order to be able to submit requests to the Services, the Customer may need to register certain personal data, including name, address and telephone number. By registering personal data, the Customer accepts that Gavagai processes your personal data for the following purposes;

(i) administrating, supervising and enabling the use of the API, (ii) sending the Customer alerts or messages by email or otherwise, including marketing of products and services, and (iii) fulfilling requirements by law, and that Gavagai, acting as a data controller in accordance with the Swedish Personal Data Act (Personuppgiftslagen (1998:204)), processes the Customer's personal data in accordance with this Agreement. Gavagai may disclose the personal data to third parties within and outside the EU/EEA, where the Customer may have less legal rights in relation to personal data, for the above stated purposes. The Customer understands and agrees that the privacy policy of third parties will govern all use of information provided under this section.

10. CHANGES

10.1 Gavagai reserves the right to update and change the API, prices and this Agreement from time to time. Gavagai shall notify you any material changes of the API, prices or the Agreement, at least thirty (30) days prior to such change having effect. Should the Customer not accept such change, the Customer is entitled to immediately terminate this Agreement.

10.2 Changes or amendments to this Agreement shall be made in writing in order to be valid.

10.3 By continuing to use the Services after a change has taken effect, the Customer confirm that it has accepted the change. If the Customer does not accept a change the Customer is no longer entitled to use the Services and must discontinue the connection to the Services.

11. MISCELLANEOUS

11.1 This Agreement constitutes the entire Agreement on all matters concerning the Customer's right to use the API, Gavagai Technology and the Data.

11.2 The Customer is not entitled to transfer its rights and obligations under this Agreement to a third party. Gavagai reserves the rights to, after notice to the Customer, assign the Agreement to a company within the Gavagai group or to a third party which acquire Gavagai's business, in part or in its entirety.

11.3 If and to the extent that any of the Customer's obligations, or any limitation of the Customer's rights in accordance with this Agreement, are not valid because of the Customer's rights as a consumer, they shall not be applicable towards the Customer. Accordingly, nothing in this Agreement is intended to exclude or limit the Customer's lawful rights as a consumer.

11.4 This Agreement shall be governed by and construed in accordance with the laws of Sweden. Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by Stockholm District Court as first instance.