

## WOOSMAP ONLINE TERMS

These online terms and conditions of services (hereinafter, the **"Online TOS"**) set forth the terms and conditions governing all Woosmap Services provided by **WOOSMAP**, a French *Société par actions simplifiée* with its principal place of business located at 5 rue du plan du Palais, 34 000 Montpellier, France, registered in the Trade and Companies Register of Montpellier under number 983 770 405, duly represented by Jean-Thomas Rouzinacting in its capacity of Chief Executive Officer (the **"Service Provider"**) to **any individual or company, acting in the course and for the needs of its professional activity** (the **"Client"**), which has subscribed to an Offer, whether under a Free Plan or a Pro Plan (as such terms are defined below), each a **"Party"** and jointly the **"Parties"** to these Online TOS.

The Service Provider provides a geolocation platform including a set of geolocation APIs and solutions, intended to be used by its clients to add geolocation-based experiences to their End Users, all as defined hereafter.

**BY SUBSCRIBING TO THE OFFER AND PRIOR TO ANY USE OF THE WOOSMAP SERVICES, THE CLIENT ACKNOWLEDGES AND AGREES THAT IT (I) HAS FULL KNOWLEDGE OF ALL PROVISIONS CONTAINED IN THE INCORPORATED DOCUMENTS ; (II) AGREES TO BE BOUND BY AND ACCEPT (AND SHALL CAUSE ITS AUTHORIZED USERS TO AGREE TO BE BOUND AND ACCEPT) ALL PROVISIONS OF THESE ONLINE TOS APPLICABLE TO ANY OFFER SUBSCRIBED BY THE CLIENT.**

### GENERAL TERMS OF SERVICES

#### 1. DEFINITIONS

For the purposes of these Online TOS, the following terms beginning with a capital letter, whether used in the singular or plural, shall have the following meanings:

**"Account"** means, as applicable, the Administrator(s) Account(s) or User Account(s).

**"Additional Specific Terms"** refers to the additional provisions applicable to certain Woosmap API available on the Woosmap Platform, that may complete or supplement the provisions of the General Terms, as further detailed herein.

**"Administrator(s)"** means the person authorized by Client to access and manage the Administrator Account(s).

**"Administrator(s) Account(s)"** means the accounts created by the Client or its Administrators on the Woosmap Platform via the Console (e.g., creation or deletion of Accounts, access management etc.).

**"Affiliate"** of a Party shall mean and include any entity or association controlled by, controlling or under common control with such Party and for the purposes of this definition, the term "control" shall mean: (i) the ownership of more than fifty percent (50%) of the voting shares of the subject entity or association; (ii) the right or power, directly or indirectly, to elect or remove directors; or (iii) the right or power to control management.

**"Online TOS"** means these *General Terms*, the applicable *Additional Specific Terms*, their appendices and the Incorporated Documents, including any amendment thereof, which may be updated from

time to time by the Service Provider in the conditions described in **Section 3.4** of these General Terms.

**“API”** means Application Programming Interface.

**“API Keys”** means a secret authentication token as well as a unique identifier generated by the Administrators using the Woosmap Platform and allowing access to an API. An API Key comes with a set of access rights for each Woosmap API associated therewith. API Keys are therefore used to secure a Client’s application calling the Woosmap Platform and monitor its usages.

**“Applicable Law”** means any local, state, national and/or foreign law, treaties, and/or regulations applicable to the respective Party under these Online TOS.

**“Associated Services”** means any maintenance and other support services relating to the Woosmap Platform referred to herein and described in the “Technical Support Services Guideline” available at <https://woosmap.com/policies/technical-support-service-guidelines> (the **“Technical Support Services Guidelines”**).

**“Authorized Users”** means any person authorized by the Client to access and use the Woosmap Platform and the Woosmap Services under these Online TOS.

**“Client’s Data”** means any information and/or data communicated, provided and/or made available directly or indirectly, to the Service Provider and/or its Affiliates in the course of the performance of these Online TOS, by Client, any of its Affiliates, Authorized Users and/or any person on their behalf, via the Woosmap Platform, the Woosmap Services or otherwise (including Personal Data and Confidential Information), which remains at any time the property of the Client as further detailed in **Section 11.3** of the General Terms.

**“Client’s Database”** means databases containing Client Data as communicated and/or made accessible to the Service Provider and/or its Affiliates, directly or indirectly by Client, any of its Affiliates, its Authorized Users and/or any person on their behalf, via the Woosmap Platform or otherwise, in connection with these Online TOS, which are requested by certain Woosmap APIs for operation purposes (as further detailed in the Woosmap APIs Specifications Table) and remain at any time the property of the Client as further detailed in **Section 11.3** of the General Terms.

**“Console”** means the web interface dedicated to service administration and usage monitoring located at <https://console.woosmap.com>, made available by the Service Provider to the Client via the Woosmap Platform as part of the Woosmap Services.

**“Queries”** refers, when applicable depending on the Offer subscribed by the Client, to calculation unit, based on actual requests performed to the Woosmap Services, to bill the Client or the Queries granted to the Client in the conditions further described in **Section 10** of the General Terms for the use of the Woosmap Services provided under the applicable Offer and these Online TOS.

**“Documentation”** means the current user documentation in any form or media as delivered from time to time by the Service Provider together with the Woosmap Services for use in connection with the Woosmap Services.

**“DPA”** means the applicable *Data Processing Addendum*, as updated from time to time by the Service Provider in the conditions described in **Section 3.4** of these General Terms, which is available, as

applicable (i) for the European Union zone at <https://www.woosmap.com/policies/dpa> and (ii) for the United Kingdom at <https://www.woosmap.com/policies/dpa-uk> .

**“Effective Date”** means with respect to (i) the Client, the date on which the Client accepts these Online TOS by completing the subscription process for the applicable Offer on the Site, or as applicable, the Console; and (ii) with respect to each Authorized User, the date on which the Authorized User is provided by the Client with an access to the Woosmap Platform and accepts the Online TOS in order to access it upon his or her first connection.

**“End Users”** means any person using the Client’s Websites and/or Mobile Apps.

**“Free Queries”** refers to the Queries provided by the Service Provider to the Client, free of any charge, allowing the use of the Woosmap Platform under a Free Plan in the conditions further described in particular in **Sections 10.1.1 and 10.2.1** of the General Terms.

**“Monthly Discount”** refers to applicable discount Client may be granted with on monthly bill for the consumption on a limited list of Woosmap APIs listed at the following address <https://www.woosmap.com/pricing>.

**“Free Plan”** refers to the subscription offered to the Client by the Service Provider and described in more details at the following address <https://www.woosmap.com/pricing>, granting the Client, free of charge, an access to the Woosmap Platform and a right to use the Woosmap API made available by the Service Provider within the Query Limit of the Free Plan under the conditions further described in particular in **Sections 4.2, 10.1.1 and 10.2.1** of the General Terms.

**“General Terms”** means the provisions set out in this Section “General Terms of Services” of these Online TOS applicable to the use of the Woosmap Services.

**“Identifiers”** means the connection identifiers (including usernames and passwords) of the Client's Authorized Users generated as further described in **Section 6** of these General Terms.

**“Intellectual Property Rights”** means authors’ rights and copyrights, inventions, patents and applications to register patents, trademarks and application to register trademarks, design, drawing and model rights, semi-conductor topography rights, database rights, internet domain names, company and business names, trade secrets and know-how, whether registered or not on all creations, or any similar form of protection in force anywhere in the world.

**“Mobile Apps”** refers to the Client’s mobile applications interfaced with the Woosmap Platform.

**“Offer”** refers to the offer subscribed by the Client via the Site or, as the case may be, the Console to use the Woosmap Services, under a Free Plan or a Pro Plan.

**“Pro Plan”** refers to the subscription offered to the Client by the Service Provider and described in more details at the following address: <https://www.woosmap.com/pricing>, granting the Client, in addition to the Monthly Discount, an access to the Woosmap Platform and a right to use the Woosmap API made available by the Service Provider in accordance with the volume based pricing for a Pro Plan under the conditions further described in particular in **Sections 4.3, 10.1.2 and 10.2.2** of the General Terms.

**"Site"** refers to the website available at <https://www.woosmap.com> where the Client can subscribe to an Offer.

**"Service Levels" or "SLA(s)"** refers to the levels of services of the Woosmap Platform that the Service Provider undertakes to comply with under these Online TOS, depending on the applicable Offer, as more fully described at: <https://woosmap.com/policies/sla-pro-plan>.

**"User(s) Account(s)"** means a personal account created by the Administrator for each Authorized User to access and use the Woosmap Platform in compliance with the provisions of these Online TOS.

**"Website"** refers to the Client's websites, interfaced with the Woosmap Platform.

**"Woosmap API"** means the APIs usually made available on the Woosmap Platform for interfacing purposes with the Client's Websites and/or Mobile Apps, that can be administered and managed via the Console, which are listed and described at: <https://developers.woosmap.com>. The different APIs made available to the Client via the Woosmap Platform depend on the Offer subscribed by the Client.

**"Woosmap APIs Specifications Table"** refers to the table available at: <https://woosmap.com/policies/api-specifications-table> identifying the Woosmap APIs specifications. This table is provided to the Client for information purposes only and may be updated from time to time by the Service Provider in the conditions described in **Section 3.4** of these General Terms.

**"Woosmap Data"** refers to any information or data communicated, made available and/or used by the Service Provider for the provision of the Woosmap Services to the Client, its Affiliates and/or its Authorized Users under these Online TOS (including Personal Data and Confidential Information, but excluding in any case the Client's Data and Databases), which remains at any time the property of the Service Provider as further detailed in **Section 11.3** of these General Terms.

**"Woosmap Database(s)"** means databases containing Woosmap Data as communicated and/or made available to the Client, its Affiliates, and/or its Authorized Users, directly or indirectly by the Service Provider, any of its Affiliates and/or subcontractors, via the Woosmap Platform or otherwise, in the course of the performance of the Woosmap Services, which are requested by certain Woosmap APIs for operation purposes (as further detailed in the Woosmap APIs Specifications Table) and which remain at any time the property of the Service Provider as further detailed in **Section 11.3** of the General Terms.

**"Woosmap Platform" or "Platform"** means the Woosmap platform located at <https://console.woosmap.com>, including in particular the Console, the Woosmap APIs, the Woosmap Data and Woosmap Databases, made available by the Service Provider under these Online TOS depending on the applicable Offer as part of the Woosmap Services and accessible to the Client and its Authorized Users, in the conditions further described in **Section 6** of the General Terms.

**"Woosmap Service(s)"** refers to the rights of access and use granted to the Client and its Authorized Users by the Service Provider on the Woosmap Platform as well as the Associated Services, if any, provided by the Service Provider to the Client under the applicable Offer and these Online TOS.

## **2. PURPOSE**

These Online TOS set forth the provisions governing the rights of access and use of the Woosmap Platform by the Client and its Authorized Users as well as the conditions under which the Service

Provider may provide the Client with the Associated Services, if any, depending on the Offer subscribed by the Client.

### 3. CONTRACTUAL DOCUMENTS

**3.1 Order of Precedence.** The contractual relationship between the Parties is governed by the following documents cited in decreasing order of importance:

- (i) The applicable *Additional Specific Terms*;
- (ii) The *General Terms* (including any document integrated hereto by reference such as:
  - the description of the Woosmap API, available at <https://developers.woosmap.com>;
  - the Technical Support Services Guidelines, available at <https://woosmap.com/policies/technical-support-service-guidelines> ;
  - the description of the applicable Offer : <https://www.woosmap.com/pricing> ;
  - the Woosmap Service Levels, available at <https://woosmap.com/policies/sla>;
  - the Woosmap API Specifications Table, available at <https://woosmap.com/policies/api-specifications-table>;
  - the applicable Data Processing Addendum, available for the European Union zone at <https://www.woosmap.com/policies/dpa> and for the United-Kingdom zone at <https://www.woosmap.com/policies/dpa-uk> ;(the “**Incorporated Documents**”).
- (iii) The Appendices attached to these Online TOS, if any.

**3.2** In the event of inconsistency or contradiction between one or several provisions stipulated in any document above, the document with a higher ranking shall prevail. Any purchase order, acknowledgment, or other business form either Party issues in connection with these Online TOS is solely for the issuing Party’s internal convenience and will not modify, amend, or supplement the provisions of these Online TOS, irrespective of whether it purports to do so, or whether it is countersigned or acknowledged by the other Party. Parties agree that the general conditions of each of them are not applicable.

**3.3 Documents integrated into these Online TOS by reference.** The Incorporated Documents are made available to the Client within these Online TOS via hyperlinks redirecting to content available online, which are a part of, and are hereby incorporated by reference into, these Online TOS. **By entering into these Online TOS, Client acknowledges that it (i) has full knowledge of all provisions contained in the Incorporated Documents, (ii) agrees to be bound by and accept (and shall cause its Authorized Users to agree to be bound by and accept) all provisions of the Incorporated Documents; and (iii) has full knowledge of the Service Provider’s right to make changes in the provisions of the Incorporated Documents at any time, subject to Section 3.4 of the General Terms.**

**3.4 Amendments.** The Service Provider reserves the right to amend the provisions of the Incorporated Documents at any time, (including by adding new provisions, or deleting or modifying existing provisions) for any reason whatsoever. The Service Provider will notify the Client of any material changes to the Incorporated Documents on the Woosmap Platform, in the Client’s account, or via any other means of communication as determined appropriate by the Service Provider, which changes shall take effect at the earliest thirty (30) days after notice

to the Client (unless another effective date is specified in the notice). Client agrees to accept (and cause its Authorized Users to accept) all changes made (and further to abide by the amended provisions) as a condition of these Online TOS governing the acceptance of the provision of the Woosmap Services to the Client, provided that if the Client does not wish to accept the updated Incorporated Documents, the Client and its Authorized Users must immediately cease accessing and using the Woosmap Platform and Woosmap Services. In such a case, the sole right and remedy of the Client will thus be to terminate these Online TOS by providing a written notice of termination to the Service Provider in the conditions set out in **Section 17.1** of the General Terms. The continued access to the Platform or use of the Woosmap Platform by the Client and/or its Authorized Users is deemed an acceptance of the updated Incorporated Documents.

#### **4. OFFERS**

**4.1** Subscription process. In order to subscribe to a Free Plan or a Pro Plan, the Client will be invited to (i) choose the appropriate Offer on the Site ; (ii) create an account on the Site by completing the online subscription form applicable to the appropriate Offer; (iii) accept these Online TOS; and (iii) activate its Account via the emails sent by the Service Provider. The Client acknowledges and agrees that (i) it will be required to accept the Online TOS in effect in order to finalize its subscription to an Offer ; and (ii) its Authorized Users, if any, will be required to accept the Online TOS at the time of their first connection to the Platform. If the Client or an Authorized User does not accept the Online TOS, it will not be able to complete the subscription process or, as applicable, to access the Platform and use the Woosmap Services.

**4.2** Free Plan. Once registered under the conditions described in the above-mentioned **Section 4.1**, the Client will be able to benefit from a Free Plan, with no requirement to provide its bank details.

**4.3** Subscription or upgrade to a Pro Plan. The Client can at any time benefit from a Pro Plan to lift the Free Plan Queries Limit and benefit from additional Woosmap API by upgrading its subscription to a Pro Plan, from the "Upgrade Now" button available in the dedicated section of the Console relating to the Consumed Queries. In such a case, the Client will have to complete the subscription form for a Pro Plan and enter its bank details via the dedicated module on the Platform, or as the case may be, directly via the Console, to benefit from the Pro Plan under the conditions more fully described in **Sections 10.1.2** and **10.2.2**.

#### **5. TERM**

**5.1** These Online TOS shall start on the Effective Date and continue in full force and effect until the effective date of termination of any applicable Offer (the "**Term**").

**5.2** Either Party may terminate these Online TOS in the conditions further defined in **Section 17.1** of these General Terms.

#### **6. CONDITIONS OF ACCESS AND USE OF THE WOOSMAP PLATFORM**

**6.1** Perimeter of rights. The Service Provider grants the Client and its Authorized Users, for the term of the relevant Offer, the right to access the Woosmap Platform in SaaS mode and use the Console, the Woosmap APIs and any element made available within the Woosmap Platform for interfacing purposes with the Client's Websites and/or Mobile Apps under the conditions further described in **Section 11.2** of the General Terms and, as applicable, in **Section 1.6** of the Additional Specific Terms.

- 6.2** Access to the Woosmap Platform. Once registered, the Client will be invited to create its Administrator Account and will then be able to create other Administrator Accounts and User Accounts via the Console. Each time a User Account is created by an Administrator, an activation email will be sent to the Authorized User concerned, inviting her/him to personalize her/his password when she/he first logs on to the Woosmap Platform. In this respect, the Client and its Administrators remain liable for the creation, modification and/or deletion of Administrator Accounts, User Accounts, the use of Identifiers by Authorized Users and the management of access authorizations and related rights. The Client must ensure that its e-mail address and those of its Authorized Users remain valid throughout the term of these Online TOS, otherwise, the Client and/or the Authorized Users may no longer be able to access the Woosmap Platform.
- 6.3** Confidentiality and security. Identifiers and API Keys are personal and confidential. Client and its Authorized Users must choose a unique password that complies with the highest applicable security standards and shall regularly change their passwords to limit security risks. Client is solely liable for the use that the Client and/or their Authorized Users make of Identifiers, API Keys, the Woosmap Platform and any Woosmap Services. Client undertakes to notify the Service Provider as soon as possible in the event of potential or actual misuse of the API Keys and/or Identifiers of one or more of its Authorized Users, or in the event of a security breach in this context as soon as it becomes aware of it. Any operation made on the Woosmap Platform via an Administrator and/or User Account(s) and/or via the Client's and Authorized Users' Identifiers will be deemed performed by the Client and made under its sole responsibility and liability. Client hereby acknowledges and agrees that the Woosmap Platform shall be considered as the only valid evidence of the nature, substance, date and time of the operations performed by the Client, in particular in relation with its consumption of Queries.
- 6.4** Restrictions of use. Client and any Authorized User accessing the Woosmap Platform shall not i) use the Woosmap Platform and/or the Woosmap Services for purposes other than those strictly provided for in these Online TOS or in any way prohibited by Applicable Law or regulation; ii) use the Woosmap Platform and/or any Woosmap Services in violation of the rights of any third-party ; iii) use the Woosmap Platform and/or Woosmap Services in a manner that may damage the Woosmap Platform and/or the Woosmap Services or interfere with their use by another customer; iv) sell, rent, sub-license, market, distribute, transfer or make available to any person, in any way whatsoever, the Woosmap Platform and/or the Woosmap Services available other than to the Authorized Users; (v) provide any type of service to a third-party in connection with the Woosmap Platform and/or the Woosmap Services, including in particular consulting, training, assistance, support, maintenance, outsourcing, office service, configuration or development services; vi) modify (except as permitted and described in the Documentation and these Online TOS), adapt, reverse engineer, decompile, disassemble or otherwise translate all or part of the Woosmap Platform; vii) correct errors, defects and any other anomalies in the Woosmap Platform and/or the Woosmap Services; viii) violate the Service Provider's legitimate interests and in particular its Intellectual Property Rights and other rights relating to or related to the Woosmap Platform and/or the Woosmap Services; or ix) remove or modify the the Service Provider trademark, logo or any other distinctive sign contained in the Woosmap Platform and/or the Woosmap Services.

## **7. PROVISION OF SERVICES**

- 7.1** General provisions. The Client acknowledges and agrees that the Free Plan does not include specific support or maintenance services. The provisions of **Sections 7.2 and 7.3** of the General Terms are therefore not applicable to the Free Plan and are applicable to a Pro Plan only. The Service Provider will however make its best efforts to answer any question of the Client under

a Free Plan submitted via the online-form or chatbot of the Woosmap Platform dedicated to support.

## **7.2 Associated Services - Support.**

The Service Provider provides the Client with a dedicated support service by providing technical assistance available in the conditions described in the Technical Support Services Guidelines. When applicable, the price of the Associated Services is included in the Queries paid by the Client under a Pro Plan for the access and use of the Woosmap Platform by the Client and its Authorized Users, as set out in **Section 10** of the General terms and the applicable Offer.

**7.3 Associated Services – Maintenance.** The Service Provider provides the Client with maintenance Services under the conditions further described in the Technical Support Services Guidelines. Subject to the cases expressly referred to below, the price of the Associated Services is included in the Queries paid by the Client under a Pro Plan for the access and use of the Woosmap Platform as set out in **Section 10** of the General Terms and in the applicable Offer. The provision of the Woosmap Platform and the provision of the Associated Services to the Client are intrinsically linked and may not be dissociated in any way. The Service Provider is not required to provide the maintenance Services and shall not be liable in any way in the following cases: i) refusal by the Client and/or the Authorized User concerned to actively cooperate with the Service Provider in resolving the anomalies and in particular to answer requests for information; ii) misuse of the Woosmap Services regarding in particular the Woosmap Services' purposes, Documentation and/or the Service Provider's instructions; iii) in the event of unauthorized modification of all or part of the Woosmap Platform by the Client and/or any Authorized User; iv) in the event of anomalies due to failures of Internet communication networks and/or due to the actions of a third-party; v) in the event of anomalies related to a Force Majeure event. However, if the Client so requests, the Service Provider may, if possible, work on resolving any malfunctions and anomalies encountered in the cases listed above. In such case, the Client acknowledges and agrees that the Service Provider will invoice the Client of such additional work at the Service Provider's rate in effect at the date of its intervention.

## **8. SERVICE PROVIDER'S OBLIGATIONS**

**8.1 Service Provider's obligations.** The Service Provider undertakes to provide the Woosmap Services to the Client and to perform its obligations under these Online TOS in a professional manner in accordance with good industry practice, in accordance with the provisions of these Online TOS and, when applicable, the Service Levels. The Woosmap Services are performed by the personnel of the Service Provider, who alone determines the composition of its work team, the organization of tasks and ensure the supervision, direction and control of its employees. Regardless of the Term of these Online TOS, the personnel therefore remains in all circumstances under the Service Provider's hierarchical authority. The Service Provider is directly responsible for the direction, discipline and safety of its personnel and its staff members may under no circumstances be considered as the Client's employees.

## **8.2 Service Levels and Services Discount.**

**8.2.1 Free Plan.** The Service Provider does not commit to comply with any Service Levels relating to the Woosmap Platform made available to the Client and its Authorized Users in the course of a Free Plan nor provide any Service Queries relating thereto.

**8.2.2 Pro Plan.** When the Client has subscribed to a Pro Plan, the Service Provider undertakes to provide the Woosmap Platform to the Client in accordance with the Service Levels. If the Service Provider fails to meet the Monthly Uptime Percentage (as defined in the SLAs) for a calendar month, the Service Provider shall provide, at Client's request, Service



Discount for the affected part of the Woosmap Services, as further described in the SLAs. Without prejudice to Client's rights under **Section 12.2** or **Section 17.1**, the remedies set forth in this Section shall be Client's exclusive right and remedy and the Service Provider's sole obligation and liability for the Service Provider's failure to comply with the Service Levels.

## **9. CLIENT'S OBLIGATIONS**

- 9.1 Client Obligations.** Client shall: (a) have sole responsibility for the accuracy, quality, and legality of all Client's Data and Client's Databases; and (b) use reasonable endeavors to prevent unauthorized access to, or use of, the Woosmap Services, and shall notify the Service Provider promptly of any unauthorized access or use. Client shall not: (i) use the Woosmap Services in violation of Applicable Laws; (ii) in connection with the Woosmap Services, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (iii) knowingly send or store malicious code in connection with the Woosmap Services; (iv) knowingly interfere with or disrupt performance of the Woosmap Services or the data contained therein; (v) attempt to gain access to or use the Woosmap Services or its related systems or networks in a manner not set forth in the Documentation; or (vi) knowingly create multiple accounts and subscribe to different Offers in order to keep usage below the Queries Limit for the Free Plan. Client is responsible for its Authorized Users' compliance with these Online TOS and any act, omission or breach by its Authorized Users shall be deemed an act, omission or breach by the Client.
- 9.2 Client's Databases.** The Client's Databases uploaded by the Client into the Woosmap Platform for the operation of certain Woosmap API necessary for the provision of the Woosmap Services shall comply with any pre-requisite available at <https://developers.woosmap.com> or otherwise communicated by the Service Provider.

## **10. QUERIES AND PAYMENT TERMS**

### **10.1 Prices.**

- 10.1.1 Free Plan.** The access to the Woosmap Platform and the right to use the Woosmap API made available by the Service Provider for the Queries Limit of the Free Plan are provided to the Client and its Authorized Users free of any charge.
- 10.1.2 Pro Plan.** In consideration of the rights, licenses and Woosmap Services provided under the Pro Plan, the Client shall pay to the Service Provider the amounts corresponding to its monthly Queries consumption over the volume based pricing of the Pro Plan subscribed by the Client. The Client will be automatically charged each month, on the last day of the current month, of the costs corresponding to the number of queries performed in the given month by the Client in the course of the Pro Plan, according to the volume based pricings, minus any provided Monthly Discount.
- 10.1.3 Revision.** The Service Provider may change the price applicable to the Pro Plan at the time of the Client's subscription's renewal to reflect changes in Woosmap offerings, Service Provider's business or economic conditions. In such a case, the Service Provider will inform the Client at least 30 days in advance of such changes by writing to the Client at the email address associated with its account and/or via the Woosmap Platform. The Client will then have the opportunity to terminate its subscription to the Pro Plan before the new rate comes into effect.

## 10.2 Consumed Queries under the applicable Offer.

- 10.2.1 Free Plan. Under a Free Plan, the Client is granted, free of any charge, with a specific volume of Queries as indicated in the dedicated section of the Offer described at: <https://www.woosmap.com/pricing> (the “**Queries Limit of the Free Plan**”). Once the Queries Limit for the Free Plan is reached by the Client under a current month, the Client acknowledges and agrees that it will no longer be able to use the Woosmap Platform until the next Free Queries’ reallocation in the following month. Client will however be entitled to upgrade its subscription to a Pro Plan, at any time, to continue using the Woosmap Services.
- 10.2.2 Pro Plan. Under a Pro Plan, the Client is granted (i) with Monthly Discount when applicable; and (ii) Volume Based Pricings for every used products as indicated in the dedicated section of the Offer described at: <https://www.woosmap.com/pricing> (the “**Queries Volumes for a Pro Plan**”). Client will thus be monthly charged based on his monthly number of queries per product, times the value in Euros (€), Dollars (\$) or Pounds (£) of each product according to the provided Volume Based Pricing.
- 10.2.3 Consumed Queries. The Queries granted under the applicable Offer allow the Client to use the Woosmap Platform as well as the Woosmap API made available to the Client and its Authorized Users under the applicable Offer. The Consumed Queries depend on the number of requests that occurred between the Woosmap APIs used by the Client and the concerned Websites and/or the Mobile App (the “**Requests**”) and are made available to the Client and its Authorized Users in the dedicated section of the Console (the “**Consumed Queries**”). The number of Queries is recorded by the Woosmap Platform. The Client expressly acknowledges and agrees that information relating to the Queries as made available on the Woosmap Platform shall be deemed valid evidence of the Client’s Consumed Queries and shall be subject to the provisions of **Section 22** of the General Terms.

**10.3 Late payments.** Without prejudice to any damages the Service Provider may claim otherwise and its other rights (including without limitation to terminate the Online TOS under the provisions of **Sections 17.2 or 17.4** of the General Terms), the Service Provider shall be entitled, in the event of failure by Client to respect its payment obligations, to (i) automatically apply late payment interest equal to three (3) times the legal interest rate calculated per day of delay from the date the payment is due until the effective payment date (or any other late payment interest to the maximum extent permitted by the Applicable Law), without any formal notice being necessary; (ii) in addition to late payment interests, request the payment of a lump sum of forty (40 euros) for recovery costs in accordance with Articles 441-10 and D.441-5 of the French Commercial Code (or any other lump sum for recovery costs in accordance with and to the maximum extent permitted by Applicable Law). Where the recovery costs incurred exceed the amount of this fixed indemnity, the Service Provider may request additional compensation, upon justification; and (iii) suspend the access to the Woosmap Services with no prior notice, without liability to the Client, until such amounts are paid in full.

**10.4 Taxes.** All prices are exclusive of taxes. The Client shall be responsible for payment of any and all taxes, including fees, duties, excises, import VAT, or similar charges of any nature whatsoever, now in force or enacted in the future, that are levied, assessed, charged, withheld, or collected for or in connection with the transfer or usage, to the extent authorized

hereunder, of the Woosmap Services provided hereunder or otherwise arising in connection with these Online TOS, but excluding domestic taxes based on the Service Provider's net income. If the Client is required to withhold, deduct, or pay for any tax from the amount of fees to be paid under these Online TOS, then the Client shall pay such additional amount to the Service Provider as is necessary to ensure that the Service Provider receives a sum equal to what would have been received had no such withholding, deduction or payment been required.

- 10.5 No Circumventing Fees.** Customer will not circumvent the applicable fees. For example, Customer will not create multiple billing accounts or Projects to avoid incurring fees, prevent Woosmap from accurately calculating Customer's Service usage levels or abuse any free Service quotas.

## **11. INTELLECTUAL PROPERTY RIGHTS**

### **11.1 Rights on preexisting elements**

Each Party shall remain the sole owner of the works and/or material (whether or not protected by Intellectual Property Rights) that it owned before the Effective Date of these Online TOS.

### **11.2 Rights of access to and use of the Woosmap Platform**

- 11.2.1 In consideration of the payment of the costs corresponding to the Consumed Queries as applicable depending on the Offer subscribed by the Client and provided that the Client and its Authorized Users comply with the provisions of these Online TOS, the Service Provider grants the Client, from the Effective Date and for the term of the applicable Offer, a non-exclusive, limited, worldwide and non-transferable (including by sublicense):

(i) Right to access in SaaS mode and use the Woosmap Platform and all components contained therein made available to the Client under the applicable Offer as well as any Documentation related thereto;

(ii) Right to allow the Authorized Users to access in SaaS mode and use the Woosmap Platform and all components contained therein made available to the Client under the applicable Offer as well as any Documentation related thereto.

- 11.2.2 Client and its Authorized Users shall only use the Woosmap Platform (i) to the extent applicable within the Queries Limit for the Free Plan or in accordance with the volume based pricings for the Pro Plan ; (ii) for the purpose of interfacing the Woosmap API made available to the Client under the applicable Offer with the Client's Websites and/or Mobile Apps for their End Users to benefit from the Woosmap Services and for consulting any information relating to the Woosmap Services (*e.g.*, information relating to the Woosmap API etc.) (the "**Intended Purposes**"). The Client and its Authorized Users are authorized to use the Woosmap Platform solely for the Intended Purposes and for the internal business needs of the Client only, any commercial exploitation of the Woosmap Services being excluded.

Except for the limited rights expressly granted to the Client under this **Section** of these General Terms, the Service Provider is and remains the exclusive owner of all rights (including Intellectual Property Rights) in or to the Woosmap Platform, all its components (including, but not limited to the Console, the Woosmap APIs, Woosmap Data and

Woosmap Databases) and the related Documentation made available to the Client and its Authorized Users by the Service Provider under these Online TOS. Any rights relating to know-how, trade secrets, confidential information, techniques, programs, tools, integrations, improvements and/or documents developed by the Service Provider in connection with the provision of the Woosmap Services or co-developed by the Parties in connection with these Online TOS, shall remain the exclusive property of the Service Provider. As such, Client undertakes not to delete, modify or alter any mention of or notice relating to Intellectual Property Rights displayed or provided by the Woosmap Services. Woosmap Services (including the Woosmap Platform and any component therein, the Console, the Woosmap APIs, Woosmap Data and Woosmap Databases and any element provided by the Service Provider to the Client under these Online TOS) are confidential in nature and not in the public domain.

### **11.3 Property rights on Data and Databases**

- 11.3.1 Data. The Service Provider is and remains the owner of the Woosmap Data (and all Intellectual Property Rights therein) made available to the Client and used for the provision of the Woosmap Services. Client is and remains the owner of all Client's Data (and all Intellectual Property Rights therein) it uses via the Woosmap Platform and provided to the Service Provider under these Online TOS.
- 11.3.2 For Woosmap API operating with Woosmap Databases. Certain Woosmap APIs (as further detailed in the Woosmap APIs Specifications Table) operate by requesting Woosmap Databases integrated into the Woosmap Platform and made available to the Client by the Service Provider as part of the provision of the Woosmap Services. In such a case, Woosmap Databases are and remain the exclusive property of the Service Provider or its licensors and the Client acknowledges that the Service Provider or its licensors have made the necessary investments (financial, material or substantial human) for their creation, verification or presentation. In this respect, Client acknowledges and agrees that the Service Provider or its licensors are the owner of all Intellectual Property Rights in or in relation to the Woosmap Databases and to the Woosmap Data it contains, and in particular the copyright and the rights of the database producer provided for in Articles L. 341-1 et seq. of the Intellectual Property Code and that the Client will not claim any rights (including Intellectual Property Rights) in or in relation to the Woosmap Databases except for the limited rights expressly granted to the Client under this **Section** of these General Terms.
- 11.3.3 For Woosmap API operating with Client Data and Client Databases. Certain Woosmap APIs (as further detailed in the Woosmap APIs Specifications Table) operate by requesting Client Databases uploaded by the Client into the Woosmap Platform. In such a case, Client Databases are and remain the exclusive property of the Client. The Client grant a free, non-exclusive, and worldwide right to the Service Provider, its Affiliates and any subcontractor for the entire term of these Online TOS, to use the Client's Data and Client's Databases uploaded into the Woosmap Platform for the sole purpose of providing the Woosmap Services to the Client.

## 11.4 Third Party Products

- 11.4.1 Certain components of the Woosmap Services (including open source databases and programs) are subject to third party Intellectual Property Rights as well as publicly available third party license terms (the “**Third Party Products**”), which are made available to the Client at <https://woosmap.com/policies/third-party-os-products> and/or shall be provided by the Service Provider to the Client upon request.
- 11.4.2 Before any use of the Woosmap Services, Client shall read and accept the above mentioned Third Party Products’ license terms and comply with any provisions contained therein. Under no circumstances shall the Service Provider (or its respective Affiliates) be liable for any direct or indirect damage caused to the Client, its Authorized Users and/or its subcontractors arising from or relating to the use of the Third-Party Products. In addition, the Client acknowledges and agrees that any SLA, Service Discount, warranty and any other terms relating to quality and/or indemnification provided by the Service Provider under these Online TOS are not applicable to Third Party Products.

## 11.5 Client’s Feedback

If the Client provides the Service Provider with feedback about the Woosmap Services, the Client agrees that the Service Provider may freely use, exploit and make available any and all feedback, suggestions, ideas, enhancement requests, recommendations or other information the Client’s provide to the Service Provider relating to the Services (the “**Feedback**”) without obligation to the Client, and the Client irrevocably assigns to the Service Provider all right, title, and interest in that Feedback.

## 11.6 Indemnification

- 11.6.1 Indemnification by the Service Provider. The Service Provider undertakes to defend, indemnify and hold the Client harmless from and against any and all liabilities, damages and costs arising out of any claim by a third party alleging that the Woosmap Services provided under a Pro Plan (excluding Third Party Products) infringe any intellectual property rights of a third-party. Such indemnity, however, is specifically exclusive of any such claims which arise or result from i) the use of the Woosmap Services in violation of the provisions of these Online TOS and/or misuse of the Woosmap Services; ii) modification of the Woosmap Services by any person other than the Service Provider and/or alteration of the Woosmap Services as provided by the Service Provider; iii) use of the Woosmap Services in combination with any other product, software and/or services not authorized/approved by the Service Provider; iv) Client or third party content and/or software including databases, used via the Woosmap Platform. This indemnification shall extend only to damages and costs (including reasonable legal fees) finally awarded against the Client by a court of competent jurisdiction or agreed to as a result of a written settlement entered into with the prior written consent of the Service Provider. This indemnification is granted to the Client, provided that (i) the Client promptly notifies in writing the Service Provider of any claim or legal action brought pursuant to this Section; (ii) the Client does not make any admission of liability, agreement or compromise in relation to the claim without the prior written consent of the Service Provider; (iii) the Client provides the Service Provider with reasonable assistance and cooperation in the

defense and settlement of any claim, including by providing the Service Provider with reasonable access to its premises and/or to any relevant information or records so as to enable the Service Provider to assess and/or defend such claim; and (iv) the Service Provider shall have exclusive control over the defense of such claim and any related settlement discussions.

If such claim is made, or if in the Service Provider reasonable opinion is likely to be made and provided that the Client benefit from a Pro Plan, the Service Provider may at its sole option and expense: i) secure the right for the Client to continue using the Woosmap Services in accordance with the provisions of these Online TOS, ii) modify the Woosmap Services so that the Woosmap Services cease to be infringing, or iii) replace the Woosmap Services with another element with similar functionalities. If none of the foregoing options is available on terms which are reasonable in the Service Provider's judgment, the Service Provider may terminate the Woosmap Services concerned or these Online TOS. In such a case, the Service Provider shall refund all all possibly pre-charged Queries volumes for a Pro Plan paid by the Client corresponding to the affected part of the Woosmap Services that have not been provided to the Client, on the current month, in the conditions set out in this Agreement, subject to the provisions of **Section 10.2.2**. This Section states the Service Provider's entire obligation and liability and Client's exclusive right and remedy for any claim of infringement of intellectual property rights.

**11.6.2 Indemnification by the Client.** The Client warrants to the Service Provider that the Client holds all the rights and authorizations necessary for the use of the Client Data and Client Databases and that the Client has accordingly obtained and will maintain all the rights and has made and will make all payments that may be required. Client undertakes to defend, indemnify and hold the Service Provider harmless from and against any and all liabilities, damages and costs arising out of any claim, proceeding or legal action by a third party or a competent authority alleging that the Client Data and/or Client Databases and/or any element provided by the Client and/or any Authorized Users under these Online TOS and/or any breach of the Client's obligations under these Online TOS, result in a violation of any third party's rights (including any Intellectual Property Rights). This indemnification shall extend only to damages and costs (including reasonable legal fees) finally awarded against the Service Provider by a court of competent jurisdiction or agreed to as a result of a written settlement entered into with the prior written consent of the Client. This indemnification is granted to the Service Provider, provided that (i) the Service Provider promptly notifies in writing the Client of any claim or legal action brought pursuant to this Section; (ii) the Service Provider does not make any admission of liability, agreement or compromise in relation to the claim without the prior written consent of the Client; (iii) the Service Provider provides the Client with reasonable assistance and cooperation in the defense and settlement of any claim; and (iv) the Client shall have exclusive control over the defense of such claim and any related settlement discussions.

## **12. WARRANTY**

**12.1 General provisions.** Insofar as use of the Woosmap Platform under a Free Plan is granted to the Client free of charge, the Client acknowledges and agrees that the Woosmap Platform is provided as is, without warranty , condition or other term or commitment of any kind express or implied, including but not limited to the terms as to quality merchantability, fitness for a

particular purpose, title or non-infringement. The provisions of **Section 12.2** of the General Terms are therefore not applicable to the Woosmap Platform provided under a Free Plan.

**12.2** General Warranty applicable under a Pro Plan. The Service Provider warrants that for a period of 90 days from delivery to Client, the Woosmap Platform any release relating thereto made available to Client shall perform materially in accordance with the Documentation. In the event of a breach of the warranty, the Client's exclusive right and remedy and the entire liability of the Service Provider under this limited warranty will be at the Service Provider's sole option to: (i) correct the non-conforming part of the Woosmap Platform at no additional charge to Client; (ii) replace the non-conforming part of the Woosmap Platform or provide a reasonable workaround so that the Woosmap Platform achieves the functionality described in the Documentation; or (iii) if the Service Provider is unable to correct such deficiencies after good-faith efforts, refund Client any amounts in proportion to the amounts payable attributable to the defective part of the Woosmap Platform at the date the Service Provider received such notice or Client provides evidence that the defect has occurred. Client shall notify the Service Provider in writing within thirty (30) days of identifying a deficiency, but Client's failure to notify the Service Provider within such period shall not affect Client's right to receive warranty remedies unless and to the extent that the Service Provider is somehow unable to, or impaired in its ability to, correct the deficiency due to Client's failure to notify. Notice of breaches of the warranty shall be made through [warranty@woosmap.com](mailto:warranty@woosmap.com). The remedies set forth in this Section shall be Client's exclusive right and remedy and the Service Provider's sole obligation and liability for breach of these warranties unless the breach of warranty constitutes a material breach of these Online TOS, in which case Client may elect to terminate these Online TOS in accordance with **Section 17.2**.

**12.3** Limitations - This Warranty does not apply if (i) the Woosmap Services (a) have been altered, except by the Service Provider, (b) have not been installed, operated, repaired, or maintained in accordance with instructions provided by the Service Provider, or (c) have been subjected to misuse, or negligence; or (ii) the problem is caused by a Third Party Product.

**12.4** Warranties Disclaimer. Except where expressly stated, the foregoing warranties are in lieu of and exclude all other warranties, representations, conditions and other terms, whether express or implied, including, without limitation, any implied terms as to quality, merchantability, fitness for a particular purpose, title or non-infringement. The Service Provider disclaims all liability for any use or application of any Woosmap Services under a Free or a Pro Plan, or the results or decisions made or obtained by users of the Woosmap Services. The Service Provider does not warrant or make any other commitment that (i) the functions of any Woosmap Services (including the Woosmap Platform and any element therein) will meet Client's requirements or will enable the Client to achieve any intended results, (ii) the operation of the Woosmap Services will be uninterrupted or free of errors. Client shall be solely responsible for ensuring that the results produced by the Woosmap Services comply with quality and safety requirements of Client's products or services. The Service Provider exercises no control over and assumes no responsibility or liability for any Client's or third-party content provided to the Service Provider or uploaded and/or used via the Woosmap Platform. This warranties' disclaimer applies to the maximum extent permitted by Applicable Law.

## **13. LIMITATION OF LIABILITY**

- 13.1 Liability.** Subject to **Sections 13.2** and **13.3**, each Party shall be liable for direct damages, which are caused by a Party and/or its Authorized User, its subcontractors or Affiliates, to the other Party or to third parties in connection with the performance of these Online TOS.
- 13.2 Indirect damages.** To the maximum extent permitted under Applicable Laws, under no circumstances shall a Party be liable for any indirect damage that a Party, its Authorized Users and/or its subcontractors cause to the other Party, including without limitation claims for lost profits, business interruption, loss of turnover and/or loss of data that in any way relate to these Online TOS (including all applicable Offers) and/or the Woosmap Services, whether or not the Party has been advised of the possibility of such damages and notwithstanding the failure of the essential purpose of any remedy. The Service Provider shall not be liable for the loss, destruction, alteration and/or disclosure of the Client's Data and/or Client's Databases by the Client or a third party having accessed the Woosmap Platform using the Client's and/or its Authorized User's Identifiers.
- 13.3 Liability Cap.** Except for **Section 13.4** or in cases where the liability cannot be limited or excluded under any Applicable Law, in no event shall the Service Provider (or its respective Affiliates) total aggregate liability for any and all claims (individually and in the aggregate) arising out of or related to these Online TOS exceed the higher amount between **twenty EUR. (20)** (or any equivalent amount in other applicable currency) and the total amount of fees paid by the Client for the Woosmap Services related to the event which caused or gave rise to the damages or loss in the three (3) months period prior to the occurrence of the cause of action giving rise to the claim, less any Service Discount provided in accordance with **Section 8.2**.
- 13.4 No limitation.** Notwithstanding the foregoing, each of the Parties is liable without limitation with respect to: (i) death or personal injury; (ii) fraud, fraudulent misrepresentation, willful misconduct or gross negligence; (iii) either party's IP indemnification obligations in **Section 11.6**; and (iv) Client's payment obligations.

#### **14. FORCE MAJEURE**

- 14.1 "Force Majeure Event"** means any circumstance not within a Party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent, collapse of buildings, fire, explosion or accident, any labor or trade dispute, strikes, industrial action or lockouts (other than in each case by the Party seeking to rely on this clause, or companies in the same group as that Party), interruption or failure of utility service.
- 14.2** Provided it has complied with **Section 14.3**, if a Party is prevented, hindered, or delayed in or from performing any of its obligations under these Online TOS by a Force Majeure Event (the "**Affected Party**"), the Affected Party shall not be in breach of these Online TOS or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.



**14.3** The corresponding obligations of the other Party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party. The Affected Party shall: (i) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Online TOS; and (ii) use all reasonable endeavors to mitigate the effect of the Force Majeure Event on the performance of its obligations.

**14.4** If the Force Majeure Event prevents, hinders, or delays the Affected Party's performance of its obligations for a continuous period of more than **two (2) months**, or if, upon its occurrence, it causes for the Affected Party a definitive impediment to perform its obligations, either Party shall be entitled to terminate these Online TOS by giving written notice to the other Party by registered letter with acknowledgment of receipt. Such termination shall be effective upon receipt of such registered letter without liability to either Party.

## **15. CONFIDENTIALITY**

**15.1** “**Confidential Information**” means any non-public information, know-how and/or trade-secret communicated by one Party to the other, and/or accessed by a Party, on any medium, in writing, orally or by any means whatsoever, during the negotiations and/or the performance of these Online TOS, which i) is clearly marked as “Confidential”, or ii) shall be understood as confidential by any reasonable person, including but not limited to the Woosmap Platform, the Console, the Woosmap APIs, the Woosmap Data, Woosmap Databases, any commercial and financial information, software, source codes and any Service Provider’s know-how or trade-secrets.

**15.2** The following information is not deemed Confidential Information: (a) information that is already in a Party’s possession at the time of disclosure, as duly evidenced by such Party in writing, or (b) information that is now in or enters the public domain other than through unauthorized disclosure by the receiving Party and without a breach of these Online TOS, or (c) information that is rightfully received by a Party from a third party who has a right to disclose such Information and without any obligation to keep it confidential, or (d) information that is independently developed by a Party without use or reference to any of the Confidential Information, or (e) information that is required to be disclosed with respect to any applicable legislation, regulation law or court order (in which case it shall be disclosed only to the extent required and when permitted by law after having notified in writing the disclosing Party).

**15.3** Each Party receiving Confidential Information undertakes to, i) hold said Confidential Information in strict confidence and not to publish or disclose Confidential Information to third parties except as provided below; ii) not to use the Confidential Information for any purpose other than that provided in these Online TOS ; iii) take all measures necessary to protect confidentiality; iv) limit circulation and access to its Authorized Users, employees, consultants or sub-contractors, or those of its Affiliates on a need-to-know basis (the “**Representatives**”) and v) ensure that its Representatives are required to protect the Confidential Information on terms consistent with these Online TOS and accept responsibility for each Representative’s use of Confidential Information. All Confidential Information shall remain the exclusive property of the Party from which it originated.

Parties' obligations with respect to Confidential Information shall remain in effect for the Term of these Online TOS and for a period of **five (5) years** after the expiration or termination of these Online TOS.

## **16. DATA PROTECTION**

**16.1** In the context of the provision of Woosmap Services under these Online TOS, Parties acknowledge and agree that several types of Processing of Personal Data are implemented for which the roles, obligations and responsibilities of the Parties are different and further described in the applicable DPA.

**16.2** If the Client is based in the European Union zone or elsewhere, the applicable DPA which shall be read carefully, is available at: <https://www.woosmap.com/policies/dpa> . If the Client is based in the United Kingdom zone, the applicable DPA which shall be read carefully, is available at: <https://www.woosmap.com/policies/dpa-uk> .

## **17. SUSPENSION AND TERMINATION**

**17.1 Termination of the Offer for convenience.** Either party may terminate at any time, without either Party being entitled to claim any indemnity in this respect:

### **17.1.1 The Pro Plan:**

- (i) When the termination is initiated by the Client: by following the procedure made available to the Client on the Platform via a dedicated "Unsubscribed" button.
- (ii) When the termination is initiated by the Service Provider: by sending an email to the email address registered by the Client when completing its subscription.

The access to the Woosmap Services under a Pro Plan will terminate at the end of the last day of the month in which the termination occurred.

### **17.1.2 The Free Plan:**

- (i) When the termination is initiated by the Client : by sending a request via the dedicated online form dedicated to support.
- (ii) When the termination is initiated by the Service Provider : by sending an email to the email address registered by the Client when completing its subscription.

The access to the Woosmap Services under a Free Plan will thus terminate ten (10) days following the receipt by the concerned Party of the above-mentioned notice.

**17.2 Termination for cause.** Without affecting any other right or remedy available to the Parties, either Party may immediately terminate these Online TOS and/or any applicable Offer, as of right if such other Party:

- a) is in breach of any of its material obligations under these General terms and/or the Additional Specific Terms, has failed to remedy such breach within fifteen (15) days after notice thereof; or,
- b) defaults in the performance of any of its obligations under the terms and conditions of these Online TOS which default by its nature, cannot be remedied; or,
- c) engages directly or indirectly in any attempt to defraud the other Party.

The effective termination of these Online TOS and/or any Offer shall take effect, as applicable, on the day following the expiration of the remediation period mentioned in **Section 17.2 (a)** or

immediately following receipt of the initial notice sent by the non-defaulting Party in cases set out in **Sections 17.2 (b) and (c)**.

**17.3 Termination for insolvency:** To the maximum extent permitted by Applicable Laws, either Party may terminate these Online TOS, as of right upon written notice to the other Party, if a Party is unable to pay any and/or all of its debts as they become due or becomes insolvent or ceases to pay any and/or all of its debts as they mature in the ordinary course of business, or makes an assignment for the benefit of its creditors or is liquidated or dissolved or if any proceedings are commenced by, for or against it under any bankruptcy, insolvency, reorganization of debts or debtors relief law, or law providing for the appointment of a receiver, administrator, or trustee in bankruptcy or other encumbrancer.

**17.4 Service Provider's right to terminate:** the Service Provider may also terminate the Online TOS as of right forthwith upon written notice to Client:

- a) If the Client has failed to make payment of any sums due under these Online TOS within ten (10) days after notice thereof;
- b) If the Client or any of its Authorized Users or employees is charged with a criminal offense that in the Service Provider's reasonable opinion would impair the Service Provider's reputation;
- c) If the Client or any Authorized User violates any Intellectual Property Rights of the Service Provider and other rights relating to the Woosmap Services.

The effective termination of these Online TOS shall take effect, as applicable, on the day following the expiration of the remediation period mentioned in **Section 17.4 (a)** or immediately following receipt of the initial notice sent by the non-defaulting Party in cases set out in **Sections 17.4 (b) and (c)**.

**17.5 Suspension.** The Client acknowledges and agrees that the Service Provider may suspend its access to the Woosmap Platform and related Accounts if no activity is recorded on the Client's Administrators and Users Accounts for more than five (5) months. In such a case, the Service Provider will send a first notification to the Client after four (4) months of inactivity to inform the Client of the possible suspension of its Accounts if no activity is recorded within one (1) month following such notice.

## **18. CONSEQUENCES OF TERMINATION AND/EXPIRATION OF THE ONLINE TOS**

**18.1 General principles.** In the event of any termination or expiration of these Online TOS for any reason whatsoever: (i) all rights and licenses granted by one Party to the other will immediately cease; (ii) each Party will promptly return to the other Party, or destroy and certify the destruction of, all of the other Party's Confidential Information and materials as described in **Sections 18.3 and 18.4** hereunder; (iii) all payments owed by one Party to the other Party will become immediately due and payable. Expiration or termination of these General Terms and the Additional Specific Terms and/or any Offer shall not relieve Client of its obligation to pay all fees that have accrued or are otherwise owed by Client under these Online TOS. Unless otherwise provided for in this Online TOS, Client shall not be entitled to any refund or Service Discount for early cancellation or termination of any Woosmap Services under these Online TOS.

- 18.2 Consequences on the Offers.** If the Client terminates its Pro Plan, it will continue to benefit from the Free Plan under these Online TOS, unless otherwise expressly requested by the Client to the Service Provider in the conditions set out in **Section 17.1.2.**
- 18.3 Restitution of Service Provider's materials.** Immediately upon expiration or termination of these Online TOS for any reason whatsoever, the Client shall promptly (i) return to the Service Provider all copies of Woosmap Data, Confidential Information, Documentation or any element provided by the Service Provider to the Client or accessed by the Client under these Online TOS, if any; and (ii) to the extent any such material cannot be returned to the Service Provider, erase or destroy all copies of Woosmap Data, Confidential Information, Documentation and other materials under the Client's control, including all copies that are fixed or running in machines controlled by the Client. In addition, an authorized representative of the Client shall certify in writing to the Service Provider that the Client has complied with the requirements of this Section.
- 18.4 Restitution of Client's Data and Databases.** As from the date of expiry or termination of the Online TOS for any reason whatsoever, the Service Provider will allow the Client to recover all the Client's Data and Databases contained on the Woosmap Platform, under the conditions described below. The Service Provider undertakes to maintain access to the Woosmap Platform for a period of five (5) days from the expiration or termination of these Online TOS to allow the Administrator to recover all of the Client's Data and Client's Databases by using the export functionality made available on the Woosmap Platform. At the end of this period, access to the Woosmap Platform will be terminated by the Service Provider.
- 18.5 Surviving obligations and limitations:** Neither the termination nor expiration of these Online TOS shall release either Party from the obligation to pay any monies that may be owing to the other Party or operate to discharge any liability that had been incurred by either Party prior to any such termination or expiration. Termination of these Online TOS, in part or in whole, will not limit either Party from pursuing other remedies available to it or affect the continuation of any other term that is expressly stated to survive, or impliedly survives, termination.

## **19. AUDIT**

- 19.1 Records.** During the term of these Online TOS and for a period of three (3) years thereafter, Client shall establish and maintain accurate information records relating to the use of the Woosmap Platform including, without limitation, the list of Authorized Users accessing and using the Woosmap Platform. The Service Provider shall have the right at any time, at its own expense and under reasonable conditions of time and place, to review and copy these records and/or the Client's use of the Woosmap Services.
- 19.2 Audit.** During the term of these Online TOS and for a period of three (3) years thereafter, the Service Provider shall also verify Client's compliance with the terms of these Online TOS and may conduct an audit on Client's premises during normal business hours, in a manner that minimizes disruption to its business. If the audit reveals unauthorized use of any of the Services, Client shall promptly pay to the Service Provider any amounts owed as a result of such unauthorized use at the then current list price. In addition, Client shall reimburse the Service Provider for the cost of such audit if such unauthorized use is five percent or greater of Client's authorized use for the Woosmap Services. The above is without prejudice to any other remedy that the Service Provider may claim.

## **20. ASSIGNMENT**

- 20.1** Any subcontract, assignment, delegation, or other transfer (including without limitation, by way of merger, acquisition, divestiture, or change of control or contribution in kind) of these Online TOS, or any of Client's rights, duties, benefits or obligations hereunder in any case by Client is subject to the Service Provider's prior written approval. Any attempt to do so without such consent is void. Any approved transfer of licenses may be subject to an adjustment of charge.
- 20.2** The Service Provider may, at any time during the term of these Online TOS, freely assign or otherwise transfer these Online TOS to any of its Affiliates or to any third party in any other cases of Service Provider's business assignment by merger, acquisition, divestiture or change of control or contribution in kind, without the Client's consent. Client hereby already consents to such assignment or transfer, which shall as of principle take effect upon the Service Provider notifying the assignment to the Client. Upon the effective date of the assignment or transfer of these Online TOS, in the conditions mentioned above: (i) the Service Provider shall be relieved of all rights, obligations and/or liabilities toward the Client under the Online TOS, arising in respect of events postdating the effective date of the assignment, and (ii) the assignee entity shall replace the Service Provider for the performance of these Online TOS entered into with the Client.

## **21. SUBCONTRACTING**

- 21.1** The Service Provider may subcontract all or part of the Woosmap Services without the prior written consent of the Client. Should the subcontracting imply processing of Personal Data, the provisions of the DPA shall apply.
- 21.2** In the event of subcontracting, the Service Provider remains fully liable for the proper performance of the subcontracted Woosmap Services.

## **22. AGREEMENT ON EVIDENCE**

In so far as may be required, in the relationship between the Parties, the Client acknowledges and agrees that information from the Client in the Woosmap Platform shall be considered to be valid evidence:

- a) of the nature, substance, date and time of the Client's Data, Client's Databases, Woosmap Data recorded, read, modified and deleted on the Woosmap Platform and of any information exchanged via the Woosmap Platform;
- b) of the use of the Identifiers, API Keys and the dates and times of such use;
- c) of the nature, substance, date and time of the operations performed by the Client and its Authorized Users on the Woosmap Platform;
- d) of all correspondence and information exchanged between the Service Provider and the Client via the Woosmap Platform; and
- e) the date, time and volume of Requests and any information relating to the Requests and Consumed Queries.

## **23. EXPORT CONTROL**

- 23.1** Export to Client of the Woosmap Platform and/or Woosmap Services is subject to all applicable countries' export and re-export laws and regulations. The Service Provider shall have no liability towards Client if necessary authorizations, licenses or approvals are not obtained.
- 23.2** Client shall not export or re-export, either directly or indirectly, the Woosmap Platform and/or Woosmap Services, or any part thereof, or any process or service that is the direct product of the Woosmap Platform and/or Woosmap Services (the foregoing collectively referred to as the "**Restricted Components**") when such export or re-export requires an export license or other governmental approval without first obtaining such license or approval.

Client hereby warrants to the Service Provider that none of the Restricted Components shall be used in violation of any applicable export laws, including for proliferation of any nuclear, chemical or biological weapons or missile delivery systems and shall not be diverted to any country, company or individual if prohibited by the applicable export laws of any country. If Client violates these provisions, the Service Provider may terminate these Online TOS and access to the Woosmap Platform and/or Woosmap Services hereunder forthwith upon written notice.

## **24. MISCELLANEOUS**

- 24.1** Notices. Unless expressly stated otherwise, all notices under these Online TOS shall be in writing. Notices to the Service Provider shall be sent to the address shown in the introductory paragraph of these Online TOS addressed to the attention of the Legal department with a copy sent by email to [legal@woosmap.com](mailto:legal@woosmap.com). Notices to Client shall be sent to the address communicated by the Client when completing the applicable subscription form. Each party may modify its recipient of notices by providing notice pursuant to these Online TOS.
- 24.2** Insurance. Each Party shall subscribe and maintain for the entire term of these Online TOS, at its own cost, adequate insurance policies against the usual risks for amounts commensurate with the exposure of all the obligations contained in these Online TOS.
- 24.3** Relationship of the Parties. The Parties are independent contractors. These Online TOS does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. The Parties confirm that it is not their intention to confer any rights on any person who is not a party to these Online TOS by virtue of its terms.
- 24.4** Waivers. Waiver by either Party of any default, or either Party's failure to enforce any of the terms and conditions of these Online TOS shall not in any way affect, limit or waive such Party's right thereafter to enforce and compel strict performance of every term and condition hereof.
- 24.5** Severability. If any provision of these Online TOS shall be declared invalid, unenforceable, or illegal by the courts of any jurisdiction to which it is subject, such provision may be severed and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability or legality of the remaining provisions of these Online TOS.

## **25. GOVERNING LAW AND JURISDICTION**

- 25.1** These Online TOS shall be governed and construed in accordance with French laws.
- 25.2** The Commercial Court of Paris ("Tribunal de Commerce de Paris") shall have exclusive jurisdiction to hear any dispute arising out of or in connection with the interpretation and/or performance of these Online TOS, however, the Parties acknowledge and agree that in the event that the subject matter of any such dispute is Intellectual Property, the Service Provider shall have the right to bring any such dispute before the French Civil Court having jurisdiction pursuant to the French Code of Civil Procedure ("Code de Procédure Civile"). Client acknowledges and agrees that the paragraph immediately above shall not prevent, restrict or otherwise limit in any manner, the Service Provider's rights to seek equitable remedies, including injunctive relief before any competent court in any jurisdiction.

### **ADDITIONAL SPECIFIC TERMS**

Certain Woosmap API on the Woosmap Platform and/or part of the Woosmap Services are subject to additional specific provisions herein. The Additional Specific Terms' provisions shall complete or supplement the provisions of the General Terms as further detailed below. Client acknowledges and agrees that (i) it has full knowledge of all terms herein and those incorporated herein by reference, (ii) it agrees to be bound by and to comply with such Additional Specific Terms, and (iii) the Additional Specific Terms form an integral part of these Online TOS, as set out in **Section 3.1** of the General Terms.

#### **1. ADDITIONAL PROVISIONS RELATING TO THE USE OF THE GEOFENCING MOBILE SDK**

- 1.1** Definition. For the purposes of this **Section 1** of the Additional Specific Terms, the following term beginning with a capital letter, whether used in the singular or plural, shall have the following meaning: "**Geofencing Mobile SDK**" means a mobile cross-platform software development kit and associated documentation files, made available to the Client on the Woosmap Platform, allowing to obtain the geolocation coordinates of a mobile device, location based events and to run the Woosmap APIs and others location based events from other providers on a mobile environment, the use of which is governed by the provisions of **Section 1** of the Additional Specific Terms.
- 1.2** Optional use of the Open Source Geofencing Mobile SDK. The Service Provider has developed and makes available to the Client an open source Geofencing Mobile SDK module, which may be uploaded by the Client on the Woosmap Platform in order to run the Woosmap API on a mobile environment. The use of the Woosmap API in a mobile environment does not require the uploading and use of the Geofencing Mobile SDK made available by the Service Provider. Client remains therefore free to use any other proprietary or third-party SDK solution of its choice to operate and run the Woosmap APIs on a mobile interface. The Service Provider is under no obligation to make the Geofencing Mobile SDK available to the Client as part of the provision of the Woosmap Services and shall remain free at any time during the term of these Online TOS to discontinue the provision of the Geofencing Mobile SDK and/or to make any changes to the Geofencing Mobile SDK that the Service Provider would deem necessary.
- 1.3** Associated Services. For the sake of clarity, the Service Provider does not provide the Client with support or maintenance services in connection with or relating to the Geofencing Mobile SDK. The provisions of **Sections 7.2 and 7.3** of the General Terms are therefore not applicable to the Geofencing Mobile SDK.

- 1.4 Services Levels and Service Discount.** The Service Provider does not commit to comply with any Service Levels relating to the Geofencing SDK nor provide any Service Discount relating thereto. The provisions of **Sections 8.2** of the General Terms are therefore not applicable.
- 1.5 Prices.** The Geofencing Mobile SDK is provided free of charge to the Client and its Authorized Users. Therefore, the use of the Geofencing Mobile SDK by the Client and its Authorized Users will have no consequences on the mechanism of the Consumed Queries described in **Section 10** of the General Terms and will not be invoiced to the Client.
- 1.6 Grant of rights.** The Geofencing Mobile SDK is governed by the terms of the MIT License available at <https://github.com/woosmap/woosmap-geofencing-ios-sdk/blob/master/LICENSE.md>, which grants, free of charge, any person obtaining a copy of the Geofencing Mobile SDK the right to deal in the Geofencing Mobile SDK without restriction, including without limitation of the rights to use, copy, modify, merge, publish, distribute, sublicense, and/or sell copies of the Geofencing Mobile SDK, and to permit persons to whom the Geofencing Mobile SDK is furnished to do so, provided that the copyright and permission notices included in the MIT license are included in all copies or substantial portions of the Geofencing Mobile SDK. When used in connection with the Woosmap Platform, the rights described above are granted to the Client under the condition that the Client holds the necessary rights to use the Woosmap Platform under the conditions described in the General Terms.
- 1.7 Warranty.** Insofar as use of the Geofencing Mobile SDK is granted to the Client free of charge, the Client acknowledges and agrees that the Geofencing Mobile SDK is provided as is, without warranty, condition or other term or commitment of any kind express or implied, including but not limited to the terms as to quality merchantability, fitness for a particular purpose, title or non-infringement. The provisions of **Section 12.2** of the General Terms are therefore not applicable to the Geofencing Mobile SDK. Client acknowledges and agrees that the provisions of **Section 11.6.1 “Indemnification by the Service Provider”** of the General Terms are not applicable to the Geofencing Mobile SDK and the Service Provider does not indemnify Client in any respect relating to the Geofencing Mobile SDK.
- 1.8 Liability.** The provisions of **Sections 13.1, 13.2, and 13.3** of the General Terms shall be replaced by the following: In no event shall the Service Provider and/or its respective Affiliates be liable for any claim, direct or indirect damages or other liability, caused to the Client, its Authorized Users and/or its subcontractors arising from, out of or in connection with the Geofencing Mobile SDK or the use or other dealings in the Geofencing Mobile SDK.
- 1.9 Data processing.** The Geofencing Mobile SDK may be uploaded by the Client and its Authorized Users for the entire term of this Online TOS for use on its own environment. In this respect, the use of the Geofencing Mobile SDK by the Client does not result in any data processing on Woosmap servers. The data is hosted and processed on the Geofencing Mobile SDK user Client's environment only. The Service Provider does not process nor collect any Personal Data in the course of the provision of the Geofencing Mobile SDK to the Client.

## **2. ADDITIONAL PROVISIONS RELATING TO THE USE OF THE LOCALITIES API**



**2.1 Definition.** For the purposes of this **Section 2** of the Additional Specific Terms, the following term beginning with a capital letter, whether used in the singular or plural, shall have the following meaning: “**Localities API**” means a REST API and associated documentation files, made available to the Client on the Woosmap Platform allowing to build search fields with autocomplete capabilities on geographic terms (cities, postal codes, addresses). “**Localities API**” provides two different endpoints:

- one, “**Autocomplete**” endpoint, dedicated to fetch suggestions according to user typing, associated with a unique ID, “**Public\_id**”, for every one of them, and
  - one, “**Details**” endpoint, dedicated to retrieve details on a chosen suggestion from its associated Public\_id,
- the use of which are governed by the provisions of **Section 2** of the Additional Specific Terms.

**2.2 Prices.** The Localities API is charged to the Client and its Authorized Users according to the license level they subscribed to. Therefore, the use of the Localities API by the Client and its Authorized Users is ruled by the mechanism of the Consumed Queries described in **Section 10** of the General Terms.

**2.3 Grant of rights.** The two Localities API’s endpoints are designed to be used together. The Autocomplete provides suggestions you can get details on thanks to the Details endpoint. **The Autocomplete endpoint cannot be used alone.** The content of the Autocomplete response can only be used to provide:

- proper suggestions to users while they are typing, and
- a dedicated Public\_id to be used to request the Details endpoint.

Autocomplete responses cannot be parsed or used in any way, to fill address forms or any other usage not linked to a Details request. Storing, caching or using the Autocomplete response for any other purposes than requesting the Details infringe the present terms of services.

In case of non compliance with this article, the Client and its Authorized Users expose themselves to specific charges where every Autocomplete request will be charged as a Details request as detailed in the applicable Offer : <https://www.woosmap.com/pricing>.

### **3. ADDITIONAL PROVISIONS RELATING TO THE USE OF THE TRANSIT API**

**3.1 Service Definition.** For the purposes of these Additional Specific Terms, the term “Transit API” refers to a service based on the “Public Transit API” provided by Here Technologies, which is incorporated into the Woosmap Platform. This service facilitates the calculation of the most efficient and relevant transit routes between a given pair of locations using public transport. The “Transit API” service is accessible to Clients through the Woosmap Platform, subject to the terms and conditions outlined herein.

**3.2 Pricing and Fees.** The use of the “Transit API” service by the Client is subject to the Woosmap pricing (<https://www.woosmap.com/en/pricing>). Specific pricing details and any applicable fees are outlined in Section 10 of the General Terms. The Client acknowledges that fees may be subject to change in accordance with Section 10.1.3 of the General Terms.

**3.3 Grant of Rights.** Subject to the terms of this agreement, Woosmap grants to the Client a non-exclusive, non-transferable right to access and use the “Transit API” service via the

Woosmap Platform. This grant is conditional upon the Client's compliance with all terms and conditions set forth in this agreement, including any limitations on use, restrictions on access, and adherence to applicable laws and regulations.

**3.4 Use Restrictions and Limitations.** The Client agrees to use the “Transit API” service only for lawful purposes and in accordance with the terms of this agreement.

The Client acknowledges that the “Transit API” service may be subject to limitations inherited from the “Public Transit API” provided by Here Technologies or managed by Woosmap, such as the number of query per second (see Woosmap dev doc), or any Service Level Agreement associated with the Here Technologies service (<https://www.here.com/docs/bundle/service-level-agreement-policies/page/README.html>). Woosmap shall not be liable for any interruptions or impairments in service arising from the Client's failure to adhere to such limitations or from the Here Technologies to deliver the embedded service.

**3.5 Coverage and Disclaimers.** Woosmap, positioned as distributor for Here Technologies for this specific service, does not warrant that the “Transit API” service will be uninterrupted or error-free; nor does it make any warranty as to the results that may be obtained from use of the service.

Except as specifically provided in this agreement, the “Transit API” is provided “as is” and relies on Here Technologies service characteristics (<https://www.here.com/docs/bundle/public-transit-api-developer-guide/page/README.html>) and possible adaptation done by Woosmap in the sake of Platform homogeneity and ease of use for Customers.

The actual coverage offered by Here Technologies for public transport services over the world is detailed on the coverage page <https://www.here.com/docs/bundle/public-transit-api-developer-guide/page/coverage.html>. Woosmap shall not be liable for any wrong or inaccurate information provided by the Here Technologies embedded service.

#### **4. ADDITIONAL PROVISIONS RELATING TO THE USE OF THE ADDRESS API**

**4.1 Definition.** For the purposes of this **Section 4** of the Additional Specific Terms, the following term beginning with a capital letter, whether used in the singular or plural, shall have the following meaning: “**Address API**” means a REST API and associated documentation files, made available to the Client on the Woosmap Platform allowing to build search fields with autocomplete capabilities on geographic terms (cities, postal codes, addresses). “**Address API**” provides two different endpoints:

- one, “**Autocomplete**” endpoint, dedicated to fetch suggestions according to user typing, associated with a unique ID, “Public\_id”, for every one of them, and
  - one, “**Details**” endpoint, dedicated to retrieve details on a chosen suggestion from its associated Public\_id,
- the use of which are governed by the provisions of **Section 4** of the Additional Specific Terms.

**4.2 Prices.** The Address API is charged to the Client and its Authorized Users according to the license level they subscribed to. Therefore, the use of the Address API by the Client and its

Authorized Users is ruled by the mechanism of the Consumed Queries described in **Section 10** of the General Terms.

**4.3 Grant of rights.** The two Address API's endpoints are designed to be used together. The Autocomplete provides suggestions you can get details on thanks to the Details endpoint. **The Autocomplete endpoint cannot be used alone.** The content of the Autocomplete response can only be used to provide:

- proper suggestions to users while they are typing, and
- a dedicated Public\_id to be used to request the Details endpoint.

Autocomplete responses cannot be parsed or used in any way, to fill address forms or any other usage not linked to a Details request. Storing, caching or using the Autocomplete response for any other purposes than requesting the Details infringe the present terms of services.

In case of non compliance with this article, the Client and its Authorized Users expose themselves to specific charges where every Autocomplete request will be charged as a Details request as detailed in the applicable Offer : <https://www.woosmap.com/pricing>.

## **5. ADDITIONAL PROVISIONS RELATING TO THE USE OF THE WOOSMAP SERVICES IN AI USE CASES**

**5.1 Definition.** For the purposes of this Section 5 of the Additional Specific Terms, the following term beginning with a capital letter, whether used in the singular or plural, shall have the following meaning: “**AI Use Case**” means any usage of the Woosmap Services that directly or indirectly involves Artificial Intelligence, including but not limited to training, validation, or deployment of AI models, machine learning algorithms, or other automated systems, irrespective of whether the Client intends to use the results of such processes commercially or non-commercially.

**5.2 Prices.** The use of the Woosmap Services in an AI Use Case is subject to a specific pricing model that must be expressly validated by the Customer Care or Sales Team prior to implementation. This includes but is not limited to usage for:

- Training AI or machine learning models with data derived from the API,
- Enhancing AI-based applications using real-time or stored API responses, and
- Automated processes that integrate or interact with the API in any capacity.

The applicable pricing model and terms are defined on a case-by-case basis. Use of the Woosmap Services in an AI Use Case without prior approval shall incur additional charges as determined by the Woosmap, based on actual usage and applicable pricing tiers outlined at: <https://www.woosmap.com/pricing>.

**5.3 Grant of rights.** The grant of rights to use the Woosmap Services under the General Terms does not include permission for any AI Use Case unless explicitly agreed upon in writing with WOOSMAP. The Client agrees that:

- API responses cannot be used to train, enhance, or validate AI models without explicit prior approval,

- Storing, caching, or processing API responses for AI-related purposes without authorization constitutes a breach of these terms, and
- Unauthorized AI Use Cases may result in immediate suspension of access to the API and/or imposition of additional charges as outlined above.
- Failure to comply with the provisions of this Section may result in termination of the Client's access to the Woosmap Services and/or legal action to recover damages or enforce the terms of this agreement.