

General Terms and Conditions of Sale – Supplement for SaaS Services

The Sniffers (worldwide)

Version 2020/09/01

1. Applicability of Supplement

- 1.1. This Supplement applies to any SaaS Services provided by The Sniffers under the Contract and supplements the General Terms and Conditions of Sale of The Sniffers with respect to such SaaS Services.
- 1.2. To the extent a provision of this Supplement conflicts with any of the General Terms and Conditions of Sale, the relevant provision of this Supplement shall prevail.

2. Additional definitions

In addition to the definitions used in the General Terms and Conditions of Sale, this Supplement use the following definitions:

- (a) **Data** means all data, content, and information owned, held, used or created by or on behalf of the Client that is stored using, or inputted into, the SaaS Services.
- (b) **Permitted Users** means users as authorized to access and use the Services on the Client's behalf in accordance with clause 4.4.
- (c) **SaaS Services** means the software provided as a service by The Sniffers to the Client, as specified in the Contract.
- (d) **SaaS Service Levels** means the service levels applicable to the relevant SaaS Service, as mentioned in clause 8, and as updated from time to time by The Sniffers.
- (e) **Underlying Systems** means the software, IT solutions, systems and networks (including software and hardware) used to provide the SaaS Services, including any third party solutions, systems and networks.

3. The SaaS Services

- 3.1. The Sniffers shall use reasonable efforts to provide the SaaS Services in accordance with the Contract and applicable law, exercising reasonable care, skill and diligence and using suitably skilled, experienced and qualified personnel.
- 3.2. The Sniffers' provision of the SaaS Services to the Client is non-exclusive. Nothing in the Contract prevents The Sniffers from providing the SaaS Services to any other person.
- 3.3. Subject to clause 3.4, The Sniffers warrants that the SaaS Services will conform in all material respects to the relevant Service Levels.
- 3.4. Through the use of web services and APIs, the SaaS Services interoperate with a range of third party service features. The Sniffers does not make any warranty or representation on the availability of those features. If a third party feature provider ceases to provide that feature or ceases to make that feature available on reasonable terms, The Sniffers may cease to make available that feature to the Client. If The Sniffers exercises its right to cease the availability of a third party feature, the Client is not entitled to any refund, discount or other compensation.
- 3.5. The Sniffers may, from time to time, make available additional services to supplement the SaaS Services.

4. Client's obligations

- 4.1. The Client and its personnel shall use the SaaS Services solely for the Client's own business purposes and not resell or make available the SaaS Services to any third party, or otherwise commercially exploit the SaaS Services.
- 4.2. When accessing the SaaS Services, the Client and its personnel shall:
 - (a) not impersonate another person or misrepresent authorization to act on behalf of others or The Sniffers;
 - (b) correctly identify the sender of all electronic transmissions;
 - (c) not attempt to undermine the security or integrity of the Underlying Systems;
 - (d) not use, or misuse, the SaaS Services in any way which may impair the functionality of the Underlying Systems or impair the ability of any other user to use the SaaS Services;
 - (e) not attempt to view, access or copy any material or data other than that which the Client is authorized to access;
 - (f) neither use the SaaS Services in a manner, nor transmit, input or store any Data, that breaches any third party right (including Intellectual Property Rights and privacy rights) or is incorrect or misleading; and
 - (g) comply with any terms of use of the software, as published by The Sniffers within the online environment of the relevant SaaS Service, and as updated from time to time by The Sniffers.
- 4.3. Without limiting clause 4.2, no individual other than a Permitted User may access or use the SaaS Services.
- 4.4. Subject to any restrictions included in the Proposal regarding the number of Permitted Users, the Client may authorize any member of its personnel to be a Permitted User, in which case the Client will provide The Sniffers with the Permitted User's email address and other information that The Sniffers reasonably requires in relation to the Permitted User.

- 4.5. The Client shall procure each Permitted User's compliance with clauses 4.1 and 4.2 and any other reasonable condition notified by The Sniffers to the Client.
- 4.6. A breach of any term of the Contract by the Client's personnel (including, to avoid doubt, a Permitted User) is deemed to be a breach of the Contract by the Client.
- 4.7. The Client is responsible for procuring all licenses, authorizations and consents required for it and its personnel to use the Saas Services, including to use, store and input Data into, and process and distribute Data through, the Saas Services.

5. Data

- 5.1. The Sniffers may require access to the Data to exercise its rights and perform its obligations under the Contract and to the extent that this is necessary, The Sniffers may authorize a member or members of its personnel to access the Data for this purpose.
- 5.2. The Client shall arrange any consents and approvals that are necessary for The Sniffers to access the Data as described in clause 5.1.
- 5.3. The Sniffers may:
 - (a) use Data and information about the Client's use of the Saas Services to generate anonymized and aggregated statistical and analytical data (**Analytical Data**); and
 - (b) use Analytical Data for The Sniffers' internal research and product development purposes and to conduct statistical analysis and identify trends and insights; and
 - (c) supply Analytical Data to licensors of The Sniffers.
- 5.4. To the extent Data contains personal data, in collecting, holding and processing that information through the Saas Services, The Sniffers is acting as a data processor of the Client for the purposes of the EU General Data Protection Regulation and any other applicable privacy law. The Client shall obtain all necessary consents from the relevant individual to enable The Sniffers to collect, use, hold and process that information in accordance with the Contract.
- 5.5. While The Sniffers will take standard industry measures to back up all Data stored using the Saas Services, the Client agrees to keep a separate back-up copy of all Data uploaded by it onto the Saas Services.
- 5.6. The Client agrees that The Sniffers may store Data (including any personal data) in secure servers within the European Union and may access that Data (including any personal data) from within the European Union from time to time.
- 5.7. The Client indemnifies The Sniffers against any liability, claim, proceeding, cost, expense (including reasonable legal fees) and loss of any kind arising from any actual or alleged claim by a third party that any Data infringes the rights of that third party (including Intellectual Property Rights and privacy rights) or that the Data is incorrect or misleading.

6. Payments

- 6.1. The Sniffers will provide the Client with invoices on the dates set out in the Contract, or if there are none, annually in January for the fees due in the then running calendar year.
- 6.2. The Client shall pay the Charges electronically in cleared funds without any set off or deduction within 30 calendar days following the date of invoice.
- 6.3. The Sniffers may increase the Charges once each year (but not the first year) by the percentage change in the Belgian Consumer Price Index (or similar or equivalent index if that index ceases to be published) over the 12 months preceding the last quarterly publication of that index.

7. Duration, termination and suspension

- 7.1. The Saas Services start on the date of the relevant Purchase Order and continue for successive terms of 12 months from such start date unless a party gives 2 months' notice that the Saas Services will terminate on the expiry of the then-current term.
- 7.2. On termination of the Contract, the Client shall pay all Charges for Saas Services provided up to the expiry date.
- 7.3. Until one month after expiry date, the Client may request:
 - (a) a copy of any Data stored using the Saas Services, provided that the Client pays The Sniffers' reasonable costs of providing that copy. On receipt of that request, The Sniffers shall provide a copy of the Data in a common electronic form. The Sniffers does not warrant that the format of the Data will be compatible with any software; and/or
 - (b) deletion of the Data stored using the Saas Services, in which case The Sniffers shall use reasonable efforts to promptly delete that Data.
- 7.4. Without limiting any other right or remedy available to The Sniffers, The Sniffers may restrict or suspend the Client's access to the Saas Services and/or delete, edit or remove the relevant Data if The Sniffers considers that the Client (including any of its personnel) has:
 - (a) undermined, or attempted to undermine, the security or integrity of the Saas Services or any Underlying Systems;
 - (b) used, or attempted to use, the Saas Services for improper purposes; or in a manner, other than for normal operational purposes, that materially reduces the operational performance of the Saas Services;
 - (c) transmitted, inputted or stored any Data that breaches or may breach the

Contract or any third party right (including Intellectual Property Rights and privacy rights), or that is or may be incorrect or misleading;

- (d) not paid the Charges by the relevant invoice due date; or
- (e) otherwise materially breached the Contract.

8. Saas Service Levels

8.1. Guaranteed uptime

- (a) In order to enable the client to do business effectively, The Sniffers guarantees that the Saas Services availability has a 99.0% uptime during the service hours. Uptime is measured by minute over the year and excludes planned routine maintenance which is normally scheduled outside business hours.

8.2. Guaranteed response times

- (a) When the client raises a support issue with The Sniffers in the form of an email, telephone call or The Sniffers' support system, The Sniffers promises to respond in a timely fashion to either provide a solution or request further information.
- (b) Response times apply during regular business hours (9am — 5.00pm CET), Monday to Friday, and excluding Belgian statutory holidays (Working Hours), unless the contract between the client and The Sniffers specifically includes provisions for out of hours support. Subject to the above limitations, The Sniffers promises to respond to support requests within twenty-four (24) hours.

8.3. Resolution times

- (a) The Sniffers will always endeavor to resolve problems as swiftly as possible. It recognizes that the client's use of the System is key to its business and that any downtime can cost money. In all cases, The Sniffers will make its best efforts to resolve problems as quickly as possible.
- (b) Reported Issues will be classified as to the degree of difficulty experienced. The Sniffers can reclassify if troubleshooting points out the issues are caused outside of the scope of The Sniffers such as customer network and connectivity.
- Severity 1 (Urgent) – The Client cannot use the Saas Service at all
First reply to diagnose and correct as soon as reasonably possible during the Working Hours aiming for a reply within 1 hour if reported through a telephone call during Working Hours, or the next business day if reported outside Working Hours. The Sniffers will exercise best efforts to resolve Severity 1 problems as soon as possible.
 - Severity 2 (High) – The Client can use the Saas Service but with substantially reduced effectiveness
First reply to diagnose and correct as soon as reasonably possible during the Working Hours aiming for a reply within 4 hour if reported during Working Hours or the next business day if reported outside Working Hours. The Sniffers will exercise best efforts to resolve Severity 2 problems within five (5) business days.
 - Severity 3 (Normal) – The Client can use the Saas Service effectively despite the issue
The Sniffers will exercise best efforts to resolve Severity 3 problems in the next public release of the Software. The Sniffers may, at its discretion, apply a software patch to the Software to resolve a Severity 3 problems prior to the next public software release.

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