Storyzy
Terms and Conditions
Storyzy's Data Analysis Platform
(Disinformation Analysis Tool)
December 2021

SOFTWARE AS A SERVICE AGREEMENT
This SaaS Agreement sets out the terms and conditions of the contract between the Customer and Storyzy and specifies the conditions under which the Customer can access the Service. The Parties hereby agree as follows:

1   Definitions
Additional Service: anything that has not been mutually agreed by the Parties under the herein Agreement, services that are added after the beginning of the Term.
Agreement (SaaS Agreement): these terms and conditions and all of its appendices and addendum.
API: application programming interface developed and enabled by Storyzy that permits the Customer to access a part of Storyzy Data.
Customer: party or company identified as the customer in the Order form or in the business proposal.
Confidential Information: all information, whether oral or written, disclosed to the Receiving Party by the Disclosing Party (and any information containing or generated from such information) about the Disclosing Party, its affiliates, its Client(s), and/ or its or their business(es) (including without limitation, any and all financial and business information, strategy, trade secrets, know-how, technical information, specifications, past, present and future operations, URLs, domain names, Storyzy's categorization, indexation, classification of sources, products under consideration, research and development programs, APIs, usernames and passwords, client, trader and supplier identities, and any other non-public or proprietary information), whether before or after the Effective Date, and shall include all notes, analyses or memoranda containing Confidential Information prepared by or on behalf of the Receiving Party or its Representatives. All information and data provided on Storyzy's SaaS Platform is Confidential Information.
Customer Data: content uploaded by Customer to the platform for the purpose of Storyzy processing the data and information on behalf of the Customer and searches carried out by the Customer using the User Account.
Customer Personal Data: username and password to access and use Storyzy's SaaS Platform sent by Storyzy to the Customer, alerts set up by Users, saved queries by Users, and email addresses entered by Users to receive email alerts.
Data Protection Laws: all applicable laws relating to the processing of Personal Data.
Intellectual Property Rights: any intellectual property right including brands, copyrights, designs, models, trademarks, domain names, inventions, all rights to the computers, software, personal data, Confidential Information, know-how, all incorporeal rights, privileges and other forms of protection of the rights.
Maintenance Services: general maintenance of Storyzy's SaaS Platform and the application of Updates.
Order: an ordering document (order, statement of work, commercial proposal…) specifying the products or services to be provided to Customer by Storyzy.
Service: access to Storyzy's SaaS Platform and / or Storyzy's API, and / or any other deliverable provided by Storyzy.
Storyzy's SaaS Platform = "Disinformation Analysis Tool": platform managed by Storyzy and used by the Customer.
Storyzy's Data: any data in Storyzy's database that Storyzy uses in providing the Service, including all information displayed on Storyzy's SaaS Platform together with the list of domain names and information around the domain name, such as the categories and classification provided by Storyzy.
Software: any software provided as a Service by Storyzy to the Customer under the terms of this Agreement.
Support Services: support provided by Storyzy to the Customer in relation to the identification and resolution of errors related to the Platform.
Third Party: any party that is not a signatory to the Agreement, and that is not part of each Party's group of companies.
Third Party Content: any content in any format, published on Third Party's websites.
Update: New features which will be added to the Platform.
User: an individual who is authorized by the Customer to use the Service on behalf of the Customer.
User Account: an account which enables a person to access and use Storyzy's SaaS platform.
User Guide: documentation provided to the Customer by Storyzy which explains the features of Storyzy's SaaS platform.

2   Storyzy Services
2.1   Provision of services: Storyzy shall make Storyzy's SaaS Platform available to the Customer and its Users on a subscription basis pursuant to this Agreement and the applicable Order forms or commercial proposals accepted by the Customer. During the Term, Storyzy will provide the Service with reasonable skill and care and provide the Service in accordance with any descriptions of the Service referred to on an Order. Other than as set out in the Agreement, all other warranties, conditions and representations, whether express or implied are excluded. Storyzy is only responsible for its own Service.
2.2   Grant of License to API: Customer may purchase limited licenses to the API. In those particular cases, and subject to the terms herein, Storyzy grants Customer a non-exclusive, non-transferable, non-assignable, license to access and use the API solely for Customer's own business purposes and only

during the Term set forth. Customer shall not resale Storyzy's Data, license to the API.
2.3   Additional Services: May be added during the Term.

3   Use of the Services
3.1   Customer Responsibilities: Customer is responsible for its compliance with this Agreement and is responsible for Users' compliance with this Agreement. Customer shall not share, publish, or release any content or material from Storyzy's SaaS Platform without Storyzy's written consent. Customer shall prevent unauthorized access to or use of the Service and notify Storyzy immediately of any such unauthorized access or use. Customer shall use the Service only in accordance with Storyzy's instructions and applicable laws and regulations. Customer shall not (a) make the Service available to any Third Party other than Users, (b) sell, resell, license, sublicense, distribute, or otherwise make the Service (including the results of the Service, including Storyzy Data) to anybody other than its Users for their own internal use, (c) attempt to reverse-compile, disassemble or reverse engineer, (d) interfere with or disrupt the integrity or performance of the Service or Storyzy's SaaS Platform, including violating Storyzy's API rate limits, (e) copy all or part of the ideas of the SaaS Platform and / or characteristics of Storyzy's Data. Customer is responsible for the usage of Storyzy's Data and hereby delegates Storyzy to carry out a public interest task to preserve security.
3.2   User Account protection: Customer shall ensure that any User IDs / usernames and passwords required for Users to use the Service are kept safe and confidential. Customer shall notify Storyzy immediately upon discovery if the security of a User ID / username or password may be or is compromised. Customer shall ensure that a User Account is used by one single user (one User Account per User), concurrent logins are not allowed. Multiple Users shall not use one single User Account.
3.3   Third Party Content: The Service may include access to Third Party Content. Customer acknowledges that Storyzy does not own Third Party Content. Storyzy is not liable for Third Party Content or access to such content. Customer understands that Storyzy does not own or control Third Party Content and agrees that Storyzy shall not be responsible or liable for Third Party Content, performance or non-performance of the Third-Party Content and sources, malicious third-party intrusions in Customer's systems or performance or non-performance of any interconnection points between Storyzy and Third-Party Content and sources. All other trademarks, registered trademarks, product names, and company names or logos (the "Third-Party Intellectual Property") are the property of their respective owners. The use of such Third-Party Intellectual Property does not constitute an affiliation by Storyzy with such company or an endorsement or approval by such company or their respective products or services. Storyzy does not make any representation or warranty whatsoever about any Third Party site or Third Party Content. Customer is responsible for any use of Storyzy's SaaS Platform, including but not limited to the access to the links to Third Party websites.
3.4   Formal notice for intellectual property infringement: In case the Customer believes that anything on the Service infringes any copyright, Customer may send a notification to Storyzy to the following email address: legal@storyzy.com. If Customer knowingly misrepresents that any material or activity is infringing, Customer may be liable for any damages, including costs and attorneys' fees that Storyzy may incur.

4   Fees
4.1   Fees: Customer shall pay Storyzy all the fees specified in the Order forms or Statement of Work or Commercial Proposal. Fees are based on subscriptions purchased and not on actual usage, payment obligations are non-cancellable and Fees are non-refundable. The fees for the Service are exclusive of legally applicable taxes, levies, duties or similar governmental assessments, including value-added taxes. Customer will provide Storyzy with the information it reasonably requires to send an invoice. All fees are invoiced annually in advance, unless stated otherwise.
4.2   Payment terms: Payment is due within thirty days of the invoice date. If any Customer account is thirty days or more overdue, in addition to any other rights and remedies (including but not limited to the termination of the rights set forth in this Agreement), Storyzy reserves the right to suspend the Service and suspend the access to the API without any notice and without liability to Storyzy, until such account is paid in full.

5   Confidential Information
Parties shall treat any Confidential Information, according and in relation to this Agreement, with confidentiality, unless there is an obligation of disclosure of such information by law and take all necessary measures so that their employees and partners meet the herein obligations. Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
Storyzy and Customer hereby agree (a) not to use Confidential Information, directly or indirectly, in whole or in part, for any purpose whatsoever, except for the performance of this Agreement, (b) not to disclose Confidential Information, except to competent authorities and at their express request. The Party who has been requested to provide the Confidential Information by the competent authorities shall inform the other Party as soon as the request has been made, (c) take all necessary measures so that their employees and partners meet the obligations covered in this article.
Storyzy and Customer agree to respect this article for a term of five (5) years

period from the expiration of the Agreement, on whatever the reason apart from any reason requested under a lawfully issued warrant.

All Confidential Information communicated by one Party or the other and its potential reproduction and notes and analysis are, and shall remain, the property of the disclosing Party and the disclosing Party may use such Confidential Information for any purpose without obligation to the receiving Party. No clause of the present Agreement can be interpreted as conferring to one of the Parties, either explicitly or implicitly, any property right regarding the Confidential Information of the other Party, including all intellectual property rights, in and to all of its Confidential Information. Any disclosure of such Confidential Information hereunder shall not be construed as (a) an assignment, grant, option, or other transfer of any such right, title or interest whatsoever to the recipient or any of its representatives or (b) granting or conferring any rights by license or otherwise, express or implied, for any invention, discovery, or improvement made, conceived or acquired with respect to the Confidential Information prior to or after the date of this Agreement.

6 Proprietary Rights

6.1 Grant of License: Subject to the terms herein, Storyzy grants the Customer -the Customer who accepted the Order and Order agreed by Storyzy- a non-exclusive, non-transferable, non-assignable, license to access and use the Service and / or the API following the terms set in the Order, solely for Customer's own business purposes and only during the Term set forth.

6.2 Reservation of Rights: Storyzy owns all intellectual property rights in the Service and Storyzy Data. Data (Storyzy Data) in all formats accessible to Customer via Storyzy's platform shall remain the sole property of Storyzy. Storyzy reserves all rights, title and interest in and to the Service and the Storyzy Platform, including all related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Storyzy does not own or license Third Party Content.

6.3 Restrictions: Customer shall not, and shall not allow third parties to: (i) license, sublicense, lease, rent, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way, (ii) access (or attempt to access) the Service by any means (including automated means) other than through the User ID/username that is provided by Storyzy, (iii) reverse engineer, adapt, translate, decompile, or otherwise derive the source code for the Service; or access the Service in order to copy or imitate any ideas or features; or build a product or service similar to the Service; or use similar features, software, functions or graphics as those of the Service, whether or not intended to compete with the Service; (v) access the Service for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purpose.

6.4 Customer Data: Customer retains all rights, title and interest in and to the Customer Data. Storyzy has no obligation to monitor or control the Customer Data, Storyzy does not guarantee the accuracy, integrity or quality of the Customer Data. Customer grants Storyzy a non-exclusive license to process Customer Data during the Term for the purposes of providing the Service.

7 Term and termination

7.1 Term: This Agreement begins (Effective Date) when it is signed by the parties or agreed to via an Order approved by both Storyzy and the Customer, and continues until the Service expires or this Agreement is terminated in accordance herewith.

7.2 Term of Subscription: Unless otherwise specified**,** Agreement shall be in effect for a period of one (1) year ("Initial Period"). The Agreement shall be automatically renewed for one (1) year terms ("Following Terms") until it is terminated in accordance with the terms of this Agreement.

7.3 Termination of the Agreement: This Agreement and the Service may be terminated by either party for cause upon thirty days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period.

7.4 Early Termination: If Customer wishes to terminate the subscription under this Agreement prior to the expiration of the current Term and such termination is not due to Storyzy's breach, all Fees that would otherwise be due through the end of the Term in effect at the time shall become due immediately and payable within thirty days of the effective date of termination and no refunds will be provided. Parties agree that these early termination charges are a reasonable estimate of anticipated actual damages and not a penalty.

7.5 Obligations: Even if the Agreement expires or is terminated for any reason whatsoever, the obligations of the Parties shall prevail and Parties shall not be released from their obligations, specifically intellectual property or confidentiality obligations that arose prior to the expiration or termination date of this Agreement. Upon termination of the Agreement for any reason, Customer shall stop using Storyzy's Service, Storyzy's Data, and SaaS Platform.

8 Restitution

Each Party, without any reason, can request from the other Party to immediately restitute or delete all originals and all copies of the Confidential Information previously divulged and all copies of any notes or results of the analysis created from and/or based on the Confidential Information, from all computer storage or any other storage or backup or retrieval systems.

Under this framework, the recipient shall also certify in writing to the disclosing Party, within a delay of thirty (30) calendar days following the written demand, that such originals and copies have been restituted or destroyed. Even if the Agreement is terminated, the herein Article shall prevail.

In case the disclosing Party would like to conduct an audit, the recipient will make available its computers and any other storage or retrieval systems to any independent auditor appointed by the disclosing Party during normal business hours. The scope of the herein audit will be strictly limited to the confirmation of deletion and/or destruction of all originals, all copies of the Confidential

Information, including but not limited to the results of the analysis conducted by the disclosing Party, and to confirm the perfect compliance with the confirmation of deletion and/or destruction statement.

9 Warranty

Customer understands that errors, inaccuracies and omissions cannot be totally ruled out in the fields of automated detection; Storyzy cannot guarantee the accuracy of the Service and provides the Service "as-is", with all faults as available and the Customer accepts the faults. Should Storyzy find out a proven error or omission, it undertakes to modify it as needed in a reasonable time.

Customer acknowledges that Storyzy uses a Third-Party infrastructure to host the Service.

Each Party represents and warrants that it has the legal power and authority to enter into this Agreement. Storyzy warrants that the Service will operate in a manner consistent with general industry standards and that the Service will be provided in a professional and timely manner, consistent with generally accepted industry standards. Storyzy will ensure the continuity, maintenance and operating regularity to provide the Service. Storyzy shall make the necessary adjustments or additions within a reasonable time frame should its Service be occasionally or accidentally unavailable. Except as expressly provided herein, Storyzy disclaims warranties, whether expressed, implied, statutory or otherwise and specifically disclaims all implied warranties. Storyzy does not warrant that the Service of Storyzy's SaaS Platform will meet Customer's requirements or that the operation of the Service will be uninterrupted or error-free. Furthermore, Storyzy does not warrant that all errors in the Service and Storyzy's SaaS Platform can be corrected.

For the avoidance of doubt, downtime caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:

- A force majeure event;
- A fault or failure of the internet or any public telecommunications network;
- A fault or failure of the Customer's computer systems or networks;
- Any breach by the Customer or;
- Scheduled maintenance carried out in accordance with this Agreement.

10 Limitation of Liability

The Customer hereby acknowledges that Storyzy provides Storyzy's SaaS Platform with "best efforts".

This limitation applies especially (but not limited to) to anything related to:

- Storyzy's SaaS Platform,
- incompatibility between Storyzy's SaaS Platform and other services, software and hardware;
- delays or failures the Customer may have in initiating, conducting or completing any transmissions or transactions in connection with Storyzy's SaaS Platform in an accurate or timely manner;
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence or other tort.

Neither Party shall be liable to the other or to any other person for any indirect, consequential or special damages, of any character, whether in an action in contract, tort, or otherwise, arising out of or in connection with this Agreement – apart from damages that arise out of or in connection with each Parties confidentiality obligations – even if the Party causing the damage has been advised of the possibility of such damages.

EXCEPT FOR DAMAGES ARISING FROM BREACHES OF CONFIDENTIALITY AND EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREIN, IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, (1) IN THE AGGREGATE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER OR, (2) WITH RESPECT TO ANY SINGLE INCIDENT GIVING RISE TO LIABILITY, EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER HEREUNDER IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11 Indemnification

The Customer assumes the entire risk of use of the Software. The Customer agrees to indemnify and hold harmless Storyzy against any and all loss, liability, claim, damage, joint or several, and expense whatsoever including reasonable legal fees and expenses, as incurred, arising out of any litigation, investigation or proceeding by any governmental agency or body or by any person in connection with Customer activities related to the Services.

12 Service interruption and maintenance

Storyzy shall notify the Customer minimum 1 working day in advance, any interruption and modification to all or part of the Service for any reason Storyzy deems necessary. The interruption, suspension or the modification confers no right to any obligation or compensation. The Service is delivered with best efforts with no liability for downtime or unexpected changes or withdrawal of the Service. Storyzy declines any responsibility in case of any event beyond its control (server issues, issues caused by the telecommunications network infrastructures, etc.)

13 Support

The Service may include inaccuracies due to its automated structure and Storyzy

has a process in place to correct these inaccuracies. Customer can report errors regarding the Service by email, support@storyzy.com. Storyzy's Support Service team shall provide its best efforts to answer the Customer and to solve any issue. Storyzy shall correct any error or inaccuracy in a timely manner or provide the Customer the tools to do so. Storyzy's Support Service is available during French working days and hours. The provided email is only available for Customer's use, and shall not be disclosed or given to any Third Party.

14   Assignment

Neither Party may assign this Agreement without the other Party's prior written consent but provided that this Agreement shall bind and inure to the benefit of the Parties' respective successors.

15   Governing law and disputes

The Agreement is governed by French Law, regardless of the place of use.

The Parties agree that any dispute or difficulty that may arise regarding the interpretation of the herein Agreement and/or the performance of the Parties shall be resolved by conciliation in a spirit of goodwill and through dialogue. However, if the dispute is failed to be resolved in this manner following one month after the first notification of the dispute, Parties shall submit the dispute arising out of or in relation to this Agreement to the exclusive jurisdiction of the French Commercial Court of Lyon, regardless of multiple defendants.

16   General Provisions

16.1   Independent Contractors: Nothing in this Agreement shall create, or is intended to or shall be deemed to create a partnership or the relationship of principal and agent between the Parties. Neither Party shall have any right or authority to assume or create any obligation or to make any representation or warranty on behalf of any other Party, whether express or implied, or to bind the other Party in any respect whatsoever.

16.2   Entirety: The provisions of this Agreement, including its Annex, express the entirety of the agreement reached by the Parties. The herein Agreement prevails over all previous provisions or agreements, as well as over other communications between the Parties that may refer to this Agreement.

16.3   Partial Invalidity: Would any of the provisions in this Agreement be declared null with respect to regulation or a court decision having become permanent, it shall be declared void, without entailing the nullity of this Agreement or altering the validity of the other provisions. The Parties, if necessary, shall replace the void, invalid or unenforceable provision by a valid and enforceable provision. If a provision of the herein contract will be completely or partially invalid or unenforceable, the validity and enforceability of the remaining provisions shall be unaffected.

16.4   Titles: In the event of a difficulty of interpretation of one of the titles and of one of the provisions, the content of the provision shall prevail over the title.

16.5   Renunciation: The fact that one or the other Party does not claim the application or the non-execution of one of the present Agreement provisions, whether permanently or temporarily, shall not be interpreted as a renunciation by that Party of the benefits of the said provision.

16.6   Force majeure: If an event or circumstance, or combination of events or circumstances beyond the reasonable control of both Parties occur and materially and adversely affect the ability to perform the obligations under or in connection with this contract, including, without limitation, significant failure of a portion of the power grid, significant failure of the Internet, natural disaster, war, riot, insurrection, epidemic, strikes or other organized labor action, terrorist activity, or other events of a magnitude or type for which precautions are not generally taken in the industry, Parties shall not be in default of any obligation under this Agreement.

16.7   Publicity: Neither party will publicly disclose the relationship between the parties or the Service provided under this Agreement without the other party's prior written consent.

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