

General Terms and Conditions

APISEARCH[®]



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General Terms & Conditions

These **Apisearch** General Terms and Conditions (“Terms and Conditions”) are entered into by and between the party on whose behalf they are accepted (“Subscriber” or “Customer”) and **Apisearch** and are effective as of the date they are accepted by Subscriber.

“**Apisearch**” is **Apisearch** S.L., a Spanish corporation (sociedad limitada) with registered address in C/Calle Conxita Supervia 5, P.2 PTA 1 08028 Barcelona, and registered in the mercantile register of Barcelona (Spain) with ID B16966053. You can contact us at info@**Apisearch**.io

These **Apisearch** General Terms and Conditions (T&C) describe your rights and responsibilities when using the Product, as defined below, and govern the subscription to **Apisearch**. Please read them carefully. By subscribing to the Product or using any Demo, Free version or Beta Phase Product, as defined below, you accept to be bound by these Terms and Conditions.

If you are entering into or accepting these terms on behalf of a legal entity, you represent and warrant that you have the right, authority and capacity to bind such entity to these T&C, in which case, the term “subscriber” shall refer to such entity.

If you do not have authority to accept these **Apisearch** General Terms and Conditions on behalf of a legal entity that you represent, or if you do not agree to be bound by all of the provisions of these terms, do not access or use **Apisearch**.

If you are using a Trial or a Beta Phase of the Product, the provision of Annex A will apply in addition to the Terms and Conditions hereto.

Version 1 - Effective date: January 1st 2025.

This version of the T&C applies to all European Union **Apisearch** Customers.

For **Apisearch's** customers outside the European Union, the clauses in Annex B shall apply, replacing those in the main T&C document.

Definitions

- **Documentation** means the standard end-user technical documentation and specifications provided with the Product.
- **Effective Date** means the date of entering into force of the Subscription as stated in the Subscription Statement.
- **Free period, Demo or Trial period** if exists, means the period when the customer will be able to set up and use the Product at no charge due i.e. to discount promotions.
- **Intellectual and Industrial Property Rights, or IPR** means inventions, patent applications, patents, logotype rights, author rights or copyright, trademarks, Product marks, trade names, domain name rights, design rights, rights of creation, and other rights of commercial secrets as well as all other intellectual and industrial property rights derived from these and all the forms of protection of a similar nature in any part of the world.
- **Licence** means the authorised access to and use of the Product as described in these **Apisearch** General Terms and Conditions and provided to Customer for the agreed Term and any renewal thereof.
- **Party/ies** means, when singular, either **Apisearch** or the Customer individually, when plural, the Customer and **Apisearch** together.
- **Subscription** means the purchase of and access to the Product provided to the Customer for the Term indicated in the Subscription Statement.
- **Subscription Statement** means the statement with Subscription, special conditions (if any) details, and information included for the signature and/or acceptance of these General Terms and Conditions. In case the Subscription is performed electronically, as defined in the Spanish e-commerce law (Ley 34/2002, de 11 de julio, de Servicios de la Sociedad de la Información y de comercio electrónico), the Subscription Statement will be included in the summary page.
- **Subscription Fees or Fees** means the recurring payment to be paid as Subscription to the Product.
- **Software or Product** means the **Apisearch** software and other technologies underlying the Product, including all updates and upgrades, and new developments created by **Apisearch**, as set out in the Subscription Statement.
- **Source Code** means those statements in a computer language which, when processed by a compiler, assembler or interpreter, become executable by a computer and includes, without limitation, all reasonably available comments, notes, flow charts, decision tables, argument lists and other human readable references relating to the operation, purpose, compilation, assembly or interpretation thereof.
- **Term** means the Subscription period as set out in the Subscription Statement or in the **Apisearch** General Terms and Conditions.
- **Update** means an update of the Product that is made generally available at no additional charge to all customers, including, if and when available, bug fixes, patches, maintenance releases, new point releases, and new major version releases. Updates include only the Software that Customer is subscribed to, and do not include any new options, new or future Products, or any upgrades in features, functionality or performance of the Software that **Apisearch** licences separately from the Software or offers only for an additional fee.
- **Customer Data** means any data (including personal data), information or material the Customer transmits or uploads to the Product.
- **Search Queries** also referred as Queries or Request(s): all the tracked query intent events sent to the Product that will be displayed in the dashboard as billable queries.

Subscription

Subscription

Upon the compliance with these Terms and Conditions, and for the whole duration of the Term, Customer is granted with a worldwide, non-exclusive, non-transferable, right to access and use the Product, in the domains and/or all subdomains declared in the Subscription Statement and subject to compliance with this Terms and Conditions.

Conditions of use

The Product shall be limited to use by or for the Customer, its employees, and duly identified representatives. Customer (and any person acting on behalf of the Customer) agrees not to (i) sell, rent, sublicense or lease access to the Product; and (ii) remove, obscure or alter any proprietary notices associated with the Product (iii) modify or make works derived or based on the Product; (iv) create Internet “links” to the Product that provide access by circumventing the access control measures, or “mask” or “duplicable” the Product in or through any server or wireless or Internet-based device.

Modifications

Apisearch may make modifications to the Product or particular components of the Product from time to time and will use commercially reasonable efforts to notify the Customer of any material modifications, provided that the Product functionalities will not be substantially reduced or affected.

Apisearch shall not be liable to Customer nor any third party for any modifications or discontinuation of the Product as described in this section.

Updates

Customers will automatically have access to the updated Software through the Product as soon as the new updates and releases are incorporated into the Software. In order for the Customer to have access to the full functionality of the **Apisearch** Updates, the Customer must have the latest version of the Software (the last official plug-in version as released and licensed in the official distribution channels).

Data and data recovery

Customer Data

The Customer has sole responsibility for the accuracy, quality, integrity, legality, reliability, suitability, and Intellectual Property Rights in the use of all Customer Data uploaded or transmitted by the Customer to the Product and neither **Apisearch** nor its suppliers will be responsible for their elimination, correction, destruction, damage, loss or error arising during the storage of the Customer Data.

Authorisation

Customer authorises **Apisearch** to store, reproduce and process any Customer Data for the correct use of the Product. **Apisearch** will not process any Personal Data, except as set forth herein and as reasonably necessary to perform the Products, including to monitor Customer conduct and management and use of Customer's end-user accounts. Actions reasonably necessary may include (but are not limited to) (a) responding to support requests; (b) detecting, preventing, or otherwise addressing fraud, security, unlawful activities, or technical issues; and (c) enforcing these Terms and Conditions.

Retention

Any Customer Data may be retained, deleted and/or discarded without previous notice if the Customer fails to fulfil any of its obligations or breaches any clause

on this Terms and Conditions, including without limitation the obligation to pay the Fees.

Term and termination

Term

The Term for this Subscription shall be 12 months and shall commence on the Effective Date. Thereafter, the term of the Subscription shall renew automatically for the same period.

This automatic renewal shall always be subject to **Apisearch's** right to review and update the Fees at any time.

Either Party has the right to terminate the Subscription at any time. If the Customer cancels the Subscription, no further Subscription periods shall be invoiced.

Termination for Cause

If either Party materially breaches any of its duties or obligations hereunder, and such breach is not cured, or the breaching Party is not diligently pursuing a cure to the non-breaching Party's sole satisfaction, within twenty (20) calendar days after written notice of the breach, then the non-breaching Party may terminate the licence hereunder for cause after such twenty day period.

In the event any such breach causes immediate material harm or significant risks, as determined by **Apisearch**, to the technology underlying the Product or the Product itself, **Apisearch** may immediately suspend all Customer's access rights, provided that **Apisearch** shall provide Customer with immediate notice of such suspension. **Apisearch** will resume the licence hereunder when such breach is remedied and all issues related thereto are resolved, without prejudice to its right to terminate the licence.

In addition, **Apisearch** may suspend or terminate Product access (a) if it is required to do so by law; (b) when the Subscription Statement has expired or been terminated; (c) when providing such access to the Product could create a substantial economic burden as determined by **Apisearch** in its reasonable good faith judgement; or (d) providing Product access could create a security risk or material technical burden as determined by **Apisearch** in its reasonable good faith judgement.

Suspension for non-payment

Apisearch reserves the right to suspend Customer's access to any Product in the event of delay or non-payment of the corresponding recurring Fees overdue. **Apisearch** shall reactivate the Product once the payment is received.

Effects of Termination

Upon the expiration or termination of the Customer's Subscription for any reason: a) All undisputed Fees hereunder will be due and payable. b) Each Party shall destroy all Confidential Information and any other data, programs, and materials of the other Party, received in connection with the Subscription. In the case of Customer Data, **Apisearch** shall, upon termination of this Agreement and as per Customer formal request, provide

Customer with a final export of the Customer Data and shall certify the destruction of any Customer Data within the possession of **Apisearch**.

The parties agree to work in good faith to execute the foregoing in a timely and efficient manner. This Section shall survive the termination of this Agreement.

Survival

The terms of clauses Termination, **Apisearch** Representations and Warranties, Limitation of Liability, Confidential Information and Privacy and General, survive termination.

Customer's obligations

Customer agrees that the Product and other entitlements ordered hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by **Apisearch** regarding future functionality or features.

Customer acknowledges that the transmission of data through the Internet is relative, since they circulate on heterogeneous networks whose characteristics and technical capacities are diverse, which are from time to time overloaded and/or may be subject to dysfunctions, rerouting, or security breaches. Use of the Product is in this respect made at Customer's own risks and under Customer's sole responsibility.

Customer is responsible for any and all activities carried out in the Customer's account, and must comply with all applicable local, state-wide, national or international laws, treaties and regulations related to the use of the Product, including, without limitation, uses related with data privacy, international communications and transmission of technical or personal data. Customer is also responsible to comply with **Apisearch** Ethical Code for customers, as published on **Apisearch** website. In order for **Apisearch** to provide Customer with the best Product possible, Customer agrees to provide **Apisearch** with complete, accurate, and updated information at all times.

Incorrect or outdated information may lead to errors or delays, for which **Apisearch** will not be responsible.

Customer will not, and shall ensure third parties do not:

- Distribute, publish, or allow access or linking to the Product from any location or source other than Customer's location.

- Enable or permit use or disclosure of the Product other than as authorised under this Agreement.
- Commercialise (that is, sell, rent, trade or lease), copy or store the Product;
- Use, copy, distribute or modify the Product content in any manner not explicitly authorised in the Subscription Statement;
- Access the Product's underlying technology for any other purposes other than bona fide use of the Product in accordance with these Terms and Conditions.
- Modify, decompile, reverse engineer or otherwise alter the Product underlying technology or content, or API.
- Use robots, spiders, scraping or other technology to access or use Product underlying technology or content or the Web Site or the Products in general to obtain any information beyond what **Apisearch** provides to you under these Terms and Conditions.
- Use the Product in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage or otherwise fails to comply or is inconsistent with any reasonable instructions or policy published by **Apisearch**.
- Use the Product to: (i) infringe **Apisearch's** or **Apisearch** licensor's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy; (ii) transmit any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data; or (iii) interfere, disrupt or attempt to use the Products underlying technology to gain unauthorised access to any computer system, server, network or account for which it does not have authorisation to access or at a level exceeding its authorisation; or (iv) in general create liability for **Apisearch** or cause **Apisearch** to lose (in whole or in part) the services of Servicer Provider ISPs or other suppliers.

Customer agrees to comply with the following Product Security Standards (“Security Standards”):

- **Security Breaches.** A “Security Breach” is defined as a breach of security of a Customer’s facility, systems or site where the Product has been accessed or used by an unauthorised person. In the event of a Security Breach, **Apisearch** may conduct a security audit.
- **Notification and Timing.** Notwithstanding any other legal obligations Customer may have, Customer agrees to immediately notify **Apisearch** in writing upon Customer’s discovery of a Security Breach. Customer agrees to use commercially reasonable efforts to notify **Apisearch** of Customer’s detection of a Security Breach no more than twenty-four (24) hours after detection of a Security Breach. Notwithstanding the foregoing, under no circumstances will more than two (2) days pass between Customer’s detection of a Security Breach and **Apisearch** being notified.
- **Audit.** **Apisearch** reserves the right to periodically audit the Systems to ensure compliance with the requirements of this Agreement. Non-intrusive network and application security scans may be performed randomly without prior notice.
- **Audit Results and Response.** **Apisearch** will provide Customer with detailed results of any security audit performed pursuant to these Security Standards. Customer will be granted thirty (30) days to resolve any issue that we identify through a security audit. In the event that the Customer does not resolve the identified problems, **Apisearch** may immediately suspend or terminate the Customer’s access to the API and the Product without prior notice.
- Customer agrees to adhere at all times to reasonable security practices as specified in current industry literature on topics relevant to Customer’s

interaction with **Apisearch**. In the event that such recommended practices conflict with these Security Rules, Customer shall comply with these Security Rules.

Fees and Invoices

Fees

The Customer shall be responsible for and shall pay to **Apisearch** the applicable Fees as per the Subscription Statement (and any agreed statement of work) applicable from such time. Unless otherwise expressly agreed or set expressly in this document, none of the Fees are cancellable or refundable.

Subscription Fees

The **Apisearch** Subscription Fee will be indicated in the **Apisearch** S.L. Subscription Statement.

For recurring payments (including the Subscription Fee), the Customer will be charged monthly, according to the rates in force at that time indicated in the Subscription Statement.

Apisearch reserves the right to modify the Subscription Fees at any time, upon prior notification to the Customer.

Payment

Apisearch, at the time of invoicing, will take into account the price established in the Subscription Statement.

Fees are due in Euro.

Unless otherwise specified in the Product Statement (and any agreed Statements of Work) the payment term is due 15 days after the corresponding invoice is issued.

In the case of recurring payments (including the Subscription Fee) **Apisearch** provides to the customer the possibility of electronic payment by Visa and Mastercard credit card through its Subscription platform and SEPA Direct Debit.

Invoices

Invoices for the Fees are issued during the first days of the month following the billing period, and Customer agrees that **Apisearch** may issue its invoices to Customer in electronic form, in accordance with applicable legislation.

Late payment

Without prejudice to **Apisearch's** rights to suspend or terminate the provision of the Product hereunder, overdue amounts are subject to a monthly interest at the base rate of European Central Bank plus one percent, calculated from the date on which payment should have been made to the date of actual payment, both dates inclusive.

Taxes

All Fees are exclusive of Taxes. Customer will pay an amount equal to any Taxes arising from or relating to this Agreement or an applicable statement of work which are paid by or are payable by **Apisearch**. "Taxes" means any form of sales, use, value added or other form of taxation and any fines, penalties, surcharges or interest, but excluding any taxes based solely on **Apisearch's** net income.

If Customer is required to withhold or deduct any portion of the payments due to **Apisearch**, Customer will increase the sum payable to **Apisearch** by the amount necessary so that **Apisearch** receives an amount equal to the sum it would have received had Customer made no withholdings or deductions or provide **Apisearch** the corresponding tax withholding certificate.

IPR, IPR Claims and Data Claims

IPR

Apisearch represents and warrants that **Apisearch** owns or has a licence to all right, title, and interest to the Product (including for the avoidance of doubt, improvements to the Product commissioned by Customer) and associated documentation, and the right to provide the Product. Except as expressly stated otherwise in these Terms and Conditions, **Apisearch** retains all such rights. **Apisearch** and **Apisearch's** name, logo, trade names and trademarks are owned by **Apisearch**, and no right is granted to Customer to use any of the foregoing except as expressly permitted herein or by **Apisearch's** previous written consent.

IPR Claims

If a third party claims that Customer's use of the Product infringes any copyright, trademark or trade secret, Customer must promptly notify **Apisearch** in writing. If such a claim arises out of an infringement by **Apisearch**, **Apisearch** shall defend and hold Customer harmless against direct costs, damages and/or reasonable lawyers' fees that are included in a final judgement against Customer (without right of appeal) or in a settlement approved by **Apisearch** that are attributable to Customer's use of the Product, provided that Customer is current in the payment of all applicable Fees prior to a claim and Customer reasonably cooperates with **Apisearch** and allows **Apisearch** to control the defence of such claims and all related settlement negotiations. **Apisearch's** obligations hereunder are contingent on the following conditions: (a) Customer must notify **Apisearch** in writing in the next 48 hours after Customer becomes aware of a claim or the possibility thereof; and (b) Customer must grant **Apisearch** or its licensors the sole control of the settlement, compromise, negotiation, and defence of any such action; and (c) Customer must provide **Apisearch** and its licensors with all information related to the action that is reasonably requested by **Apisearch** or such persons.

IPR Injunction

If an injunction is sought or obtained against Customer due to its use of the Products, as a result of a third party claim, **Apisearch** may, as its option: (a) use commercially reasonable efforts to obtain the right for Customer to continue to use the Product in accordance with this Agreement; (b) replace or modify the Products so that it is non-infringing; or (c) If either (a) or (b) is not commercially feasible, terminate the Subscription and licence and refund the Subscription fees received from Customer, less a usage charge based on a linear amortisation schedule.

Claims regarding Customer Data

If Customer's use of the Product, or any Customer Data submitted to the Product, harms any person, violates any law, or infringes any Intellectual Property Rights, trade secrets or other third-party rights, Customer shall defend, indemnify and hold **Apisearch** harmless from any costs, damages and/or reasonable lawyers' fees suffered by **Apisearch** as a result. **Apisearch** will give Customer prompt notice if such claims arise. Customer will have sole control over Customer's defence and over any settlements provided the latter is not prejudicial to **Apisearch**, in which case Customer shall ask for **Apisearch's** consent, which shall not be unreasonably withheld or delayed.

Apisearch representations and warranties

Limited Warranty

Apisearch warrants to Customer that the Product is free from significant programming errors and defects in workmanship and materials, and substantially operates and conforms to the performance capabilities, specifications, functions

and other descriptions as set out in any then-current documentation applicable to the Product; provided that: (i) the Product is used in accordance with **Apisearch** instructions; (ii) Customer has not introduced other software, content or equipment creating an adverse effect on the Product; (iii) there are no unforeseen material changes in the Customer's business environment (quantities of Customer Data, daily transactions, load), that negatively impact the performance of the Product; (iv) Customer has paid all Fees due hereunder and are not in default of any provision of this Agreement; and (v) the Customers has not performed any modification to the Product's code. This limited warranty shall terminate on termination of this Agreement (unless renewed) or if any modification (excluding configuration) is made to the Product other than by **Apisearch**, with respect to the part of the Software that has been modified.

Remedy

As Customer's sole remedy and **Apisearch's** sole liability for breach of the foregoing warranty, **Apisearch** will re-perform or remedy at no charge to Customer any non-conforming performance reported by Customer. If **Apisearch** cannot substantially correct a breach in a commercially reasonable manner, Customer may terminate the relevant Subscription and receive a pro-rata refund of the Fees paid for the deficient Product as of the effective date of termination.

Disclaimer

Except for the express warranties stated herein, to the maximum extent permitted by applicable law, the Products and the underlying Software or access to the same that **Apisearch** supplies hereunder are provided "as is" and neither **Apisearch**, its employees, affiliates, agents, suppliers, third-party information providers, merchants, licensors nor the like make any warranties of any kind, either expressed or implied, including, but not limited to, warranties of satisfactory quality or fitness for a particular purpose. Neither **Apisearch**, its employees, affiliates, agents, third-party information providers, licensors or the like warrant that the Products will be uninterrupted or error free; nor do any of them make any warran-

ty as to the results that may be obtained from the use of the Product or as to the accuracy, reliability of the content of any information or Products contained in or provided through the Products. **Apisearch** is not liable for the content or loss of any Customer Data.

The limited warranties provided by **Apisearch** in this clause do not cover: (a) parts of the Product that have been subjected to misuse, tampering, modification, experimentation, alteration, or negligence by Customer; (b) issues arising from Customer's network connections (e.g., bandwidth issues, excessive latency, network outages), or caused by the Internet. (c) damage that occurs due to the act of God, failures due to power surge; (d) any other materials or Products provided by anyone other than **Apisearch**; (e) repair to the Product by anyone other than **Apisearch**, and (f) modifications of the Source Code carried out by Customer.

Limitation of Liability

To the maximum extent permitted by applicable law, in no event will either party be liable for any indirect, special, incidental, consequential or exemplary damages arising out of or in any way relating to this Agreement, the Product, or the use of or inability to use the Product, including, without limitation, damages for loss of goodwill, work stoppage, lost profits, loss of data, computer failure or any and all other commercial damages or losses regardless of the legal or equitable theory (contract, tort or otherwise) upon which the claim is based.

For all events and circumstances, the maximum aggregate and cumulative liability arising out of or relating to this Agreement of either party will be limited to direct damages and will not exceed twelve (12) months Fees applicable at the date of the event giving rise to liability. Neither party shall be liable to the other to the extent any liability would not have occurred but for the other party's breach of the Agreement.

Nothing in this Agreement is intended to exclude or limit either party's liability (a) for death or personal injury, or (b) for losses that are caused by fraud, gross

negligence or wilful misconduct of that party, provided however in this case that to the extent permitted by applicable law, neither party shall be liable to the other for any amounts in excess in the aggregate of the amounts paid as Fees under this Agreement.

Confidential Information & Privacy

Confidentiality

Each Party agrees to maintain the confidentiality of any proprietary information (including without limitation non-public trade secrets, proprietary information, ideas, works of authorship, know-how, processes and any other information or data related to the Products of the disclosing party, its business and contractual relationships) (“Confidential Information”) received from the other Party during the term of this Agreement and for two (2) years after its termination. Each Party agrees not to use said Confidential Information for any purpose except as necessary to fulfil its obligations hereunder and exercise its rights under these Terms and Conditions. Except as and when required to do so by competent administrative authority or court of law, neither Party shall disclose Confidential Information of the other to any third party.

Each Party acknowledges and consents to the sharing of Confidential Information for the purpose of collaborating on product efficiency, the development of new innovative products, sharing product knowledge and optimising staff allocations within the group of affiliated companies. The scope of such information exchange will be limited to non-personal data, specifically concerning Customer Data. This exchange shall be conducted in strict accordance with all applicable data protection and confidentiality regulations, ensuring the utmost security and privacy of the shared information.

Personal data protection: the Parties as data controllers

In accordance with the EU General Data Protection Regulation 679/2016 (“GDPR”), processing the personal data of the Customer’s signatory and its technical, administrative or commercial contact persons (name, address, professional email address, telephone, tax information) is necessary for the preparation of the Subscription Schedule and performance of the contract, and as a legitimate interest of **Apisearch** of keeping and managing the relation with the Customer. This personal data will not be shared with any third party however, they may be processed by third-party service providers with whom **Apisearch** has a contract for data processing according to the applicable regulations, and may be shared with third party payment providers as required to process your payment of the Fees. **Apisearch** will keep this personal data for the whole duration of the Subscription and (blocked) for the period prescribed by law for legal or administrative reasons. The above mentioned persons can exercise their rights of access, rectification, erasure and objection, limitation and restriction of processing in the terms established by the GDPR and applicable national privacy laws, by writing to dpo@empathy.co The above-mentioned person may also, if they so wish, file a complaint with the Data Protection Authority.

General

Force Majeure

An event of “Force Majeure” shall mean any event that: (a) occurs after the Effective Date; (b) is beyond the reasonable control of and without the fault or negligence of the affected Party or its contractors or personnel; (c) has an impact which demonstrably prevents a Party from performing its obligations totally or partially under this Contract; (d) by the exercise of reasonable foresight and mitigation such affected Party could not reasonably have been expected to avoid; and (e) such affected Party is unable to overcome by the exercise of due diligence and reasonable care. Neither Party shall be liable for failure or delay in performing its

obligations hereunder (other than an obligation to pay the Fees) if such failure or delay is due to a Force Majeure event.

Relationship between Customer and Apisearch

The Parties and their respective personnel are and shall be independent contractors and neither party by virtue of these Terms and Conditions shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other Party. Under no circumstances shall **Apisearch**, or any of its staff, if any, hold itself out as or be considered an agent, employee, joint venture, or partner of Customer.

Governing Law and jurisdiction

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of Spain. Each of the Parties hereby consents to the exclusive jurisdiction of the courts of Gijón, Spain and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts.

Dispute Resolution

Notwithstanding the foregoing, in the event of any dispute or disagreement between the Parties with respect to the interpretation of any provision of this Agreement, or with respect to the performance of either party hereunder, Customer and **Apisearch** senior executives will meet for the purpose of resolving the dispute and will meet as often as the Parties reasonably deem necessary. No formal proceedings for the judicial resolution of any dispute may be commenced until sixty (60) calendar days following initiation of negotiations under this Section or for such shorter period as the parties may mutually agree to in writing. Either Party may then seek whatever remedy is available in law or in equity. The provisions of this section will not apply to any dispute relating to the parties' obligations of non-disclosure and confidentiality as further described herein.

Advertising and Publicity

Apisearch may refer to Customer directly or indirectly in advertisement, news release, case studies or publications. Customer shall have the right to refuse this authorisation formally in writing, with no retroactive effect.

No Waiver

The failure of either Party at any time to require performance by the other Party of any provision of this Agreement shall in no way affect that Party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of these Terms and Conditions be taken or held to be a waiver of any further breach of the same provision.

Assignment of Agreement

Customer shall not, directly or indirectly, assign the Subscription or the rights or duties created by the Subscription without the express written consent of **Apisearch**, except if such assignment takes place within the context of the merger or sale of substantially all the assets of a party or in case of an assignment to an affiliate company of the transferor, in which case prior notice shall be provided. Without prejudice to the foregoing, in no event may this Agreement be assigned by Customer to a competitor of **Apisearch** and any attempt to do so will be void and will be grounds for termination of the Subscription.

Severability

If any provision of these Terms and Conditions shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect and the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

Assignment

Apisearch may assign this Agreement and any of its rights, interests, or obligations hereunder without the prior written approval of the other party, to its subsidiaries, parental and/or affiliates companies. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Notices

Notices must be sent by recorded delivery to the addresses set out in the Product playboard. Notice will be deemed accepted seven days after the notice was sent or when receipt duly confirmed which happens first (by recorded delivery).

*This is the official Terms and Conditions document and is the only one with legal validity.

ANNEXES



Annex A

Beta phase, Innovation Products and/or free period conditions

Apisearch reserves the right to offer Products identified as beta (“Beta Phase”) or innovation (Innovation Products). These Annex Terms prevail over the General Terms and Conditions above, to the extent they may conflict.

Beta Products

If accepted by Subscriber, Beta Phase products: (a) are only for evaluation purposes; (b) may not be relied on by Subscriber for Production use; (c) may not be supported; and (d) may be subject to additional terms. Unless otherwise stated, any Beta Phase trial period will expire on the agreed termination date, on the date that a version of the Beta Products becomes generally available or is discontinued (whichever happens first). **Apisearch** may discontinue Beta Products at any time in its sole discretion and may never make Beta Products generally available.

Innovation Products

Apisearch will develop several innovative products of automatic application for the Customer (“Innovation Product”). Unless otherwise indicated in the Subscription Statement, the Innovation Products are automatically included in the client Subscriptions for free for an initial trial period, under the terms set out for Beta products above. The Innovation Products free trial term will finalise upon **Apisearch’s** notification. In case that the Customer does not want to access to any of the Innovation Products at any time, it must send a written notification within 30 days’ of the acceptance of the Effective Date to info@Apisearch.io In addition, Customer may terminate its participation, in part or in whole, in any of the Innovation Products at any time, on 30 days’ prior written notice.

In order to provide the Innovation Products, **Apisearch** has to publish certain content from the Customer on the Innovation Product’s platform. For this purpo-

se, the Customer grants **Apisearch** and its affiliates the rights to use, make copies, make available to the public and distribute the Customer's Data (including brand and trademark, name, catalogues content, feed, images, links to domains, logos, products descriptions) and any other elements necessary for **Apisearch** to provide the Innovation Product. The rights granted herein are royalty-free, non-sublicensable, non-exclusive, for the Term of this Agreement, worldwide, for the purpose to publish the above mentioned items on the Innovation Product's website.

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Annex B

Terms and Conditions for **Apisearch's customers outside the European Union.**

For **Apisearch's** customers outside the European Union, the following clauses shall apply and shall replace those in the main T&C document.

Late payment

Without prejudice to **Apisearch's** rights to suspend or terminate the provision of the Product hereunder, overdue amounts are subject to a interest at statutory interests rates (at least 8% plus the Bank of England base rate for business to busi-

ness transactions), calculated from the date on which payment should have been made to the date of actual payment, both dates inclusive.

Governing Law and jurisdiction

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of England. Each of the Parties hereby consents to the exclusive jurisdiction of the Courts of England in London and irrevocably agrees that all actions or proceedings relating to this Agreement must be litigated in such courts.





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