

Terms and conditions | Findest scouting service

Article 1 Definitions

- 1.1. Findest: a Dutch corporation having a principal place of business in the Netherlands ("Findest").
- 1.2. Client: the party commissioning the engagement.
- 1.3. Contract: the agreement under which Findest undertakes a technology scouting project in which Findest will find technological solutions from science for the Clients stated technical challenge.
- 1.4. Purpose: under which circumstances the Client agrees on the contract
- 1.5. Users: individuals who are authorized by Client to use the subscription service, for whom a subscription to the subscription service has been procured.
- 1.6. Effective Date: the date an applicable order confirmation form is signed by the Client or the subscription start date, whichever is earlier.
- 1.7. Confidential Information: all written and oral information and materials disclosed or provided by a Party to the Recipient (or otherwise made available, or caused to be made available, by observation, inspection or otherwise) whether marked or designated as "confidential" or "proprietary" and regardless of whether such information was provided before or after the date of this terms and conditions, or how it was provided to the Recipient.
- 1.8. Data: all data, content, and information (excluding personal information) owned, held, used or created by Client or on Client's behalf that is stored using, or inputted into the products and services.
- 1.9. Products and Services: the subscription services to IGOR^{AI}.
- 1.10. Professional Services: Enablement Services, Education Services and/ or Research Services provided by Findest in connection with the Subscription Service, as may be described more fully in an Order Confirmation Form, quotation (as applicable).
- 1.11. Force Majeure: reasons beyond the reasonable control of a party, including but not limited to computer related attacks, hacking, or acts of terrorism.
- 1.12. Subscription Fee: the fee which covers the provision of the Services during SaaS Term.
- 1.13. Term: the period during which the Services and access to the software will be provided by Findest to Client.
- 1.14. IGOR^{AI}: Findest's Software as a Service (SaaS) offering that is based on Findest's proprietary software and provisioned as a service by Findest. It can be used to support various different use cases in the area of Technology Scouting, Research, Development, Engineering and Innovation. Depending on the use case, the Client can access IGOR^{AI} using a web browser.
- 1.16 User Documentation: Findest's user documentation relating to IGOR^{AI}.

Article 2 Applicability

2.1 These Findest terms and conditions are related to any provision of services to the Client by Findest, consisting of scouting phases performed by Findest technology scouts as well as IGOR^AI software subscriptions.

2.2 Each party warrants that it has full power and authority to enter into, and perform its obligations under, these terms and conditions.

2.3 This Agreement is effective as of the Effective Date.

2.4 All Contracts between the Client and Findest are governed by the laws of the Netherlands.

2.5 Unless the parties expressly agree otherwise in writing, all disputes between the Client and Findest relating to this Contract will be referred to the competent District Court of Amsterdam.

2.6 Clauses that deviate from these terms and conditions are only effective insofar as they have been confirmed in writing by Findest.

2.7 If any part or provision of these terms and conditions is or becomes illegal, unenforceable, or invalid, that part or provision is deemed to be modified to the extent required to remedy the illegality, unenforceability or invalidity. If modification is not possible, the part or provision must be treated for all purposes as severed from these terms and conditions. The remainder of these terms and conditions will be binding on the Client.

Article 3 Price and payment

3.1 All fees are exclusive of turnover tax and other government levies, if any.

3.2 In absence of a written agreement, the Client is required to pay the fee charged without any deduction, discount or debt settlement no later than 14 days after the invoice date. Payments, which must be denominated in the currency indicated in the invoice, must be made by means of money transfer to a bank account designated by Findest. Objections to the amounts charged do not exempt the Client from its obligation to pay.

3.3 Two-year, annual, six-month and monthly IGOR^AI subscriptions are required to be paid in one lump sum. Continuations of two-year, annual and six-month subscriptions are covered by new proposals. The Client is required to pay at the beginning and no later than 14 days after the beginning of the IGOR^AI subscription.

3.4 If Findest believes that the Client's financial position and/or payment performance justifies such action, Findest has the right to demand that the Client immediately furnish security or additional security in a form to be determined by Findest and/or make an advance payment. If the Client fails to furnish the desired security, Findest has the right, without prejudice to its other rights, to immediately suspend the further execution of the Contract, and that which the Client owes to Findest for whatever reason will become immediately due and payable.

3.5 Findest may increase the Fees by giving at least 30 days' notice. If the Client does not wish to pay the increased Fees, the Client may terminate these terms and conditions and the right to access and use the Products and Services on no less than 30 days' notice, provided the notice is received by Findest before the effective date of the Fee increase. If Client does not terminate these terms and conditions and the right to access and use the Products and Services in accordance with this clause, Client is deemed to have accepted the increased Fees.

Article 4 Rights and obligations of the Client (technology scouting service)

4.1 The Client undertakes to provide Findest with all information and documents which Findest believes to be required for the timely and proper execution of the Contract, and to do so on time and in the desired form and manner.

4.2 The Client undertakes to inform Findest without delay of any facts and circumstances that might be relevant to the proper execution of the Contract.

4.3 The Client is responsible for the accuracy, completeness and reliability of the information and documentation provided to Findest, even if they originate with or are acquired from third parties.

4.4 The Client undertakes to provide Findest with office space for one or two days during the technology scouting project if the Client and Findest deem it necessary or useful for the execution of the Contract.

4.5 Any additional costs and extra fees due to a delay in the execution of the Contract resulting from failure to make the requested information, documents, facilities and/or staff available, or to do so on time or in the proper fashion are for the Client's account.

Article 5 Rights and obligations of the Client (IGOR^AI subscription)

5.1 The Client has a right to a limited, non-sublicensable, non-exclusive, non-transferable right during the Term to allow its Users to access and use the Products and Services for the Purpose.

5.2 Client and Users may:

a. use the Products and Services in accordance with these terms and conditions for:

- i. Client's own internal business purposes.
- ii. Lawfull purposes.

b. Not resell or make available the Products and Services to any third party, or otherwise commercially exploit the Products and Services.

5.3 When accessing the Products and Services, Clients and Users shall:

a. ensure that an authorized User's log-in credentials for the Products and Services are not shared with any third party, including any of Client's other employees, officers, consultants, authorized contractors with which Client does business or where applicable employees, officers, consultants, or authorized contractors of a Client's Affiliate.

b. not modify, disassemble, reverse engineer, copy or create derivative works based on the Products and Services, or any portion thereof;

c. not access the Service for the purpose of building a competitive product or service or copying its features or user interface;

d. not impersonate another person or misrepresent authorization to act on behalf of others or Findest;

e. correctly identify the sender of all electronic transmissions;

f. not attempt to undermine the security or integrity of the underlying systems;

g. not use, or misuse, the Products and Services in any way which may impair the functionality of the underlying systems or impair the ability of any other user to use the Products and Services;

h. not attempt to view, access or copy any material or data other than:

- i. that which Client is authorized to access; and
- ii. to the extent necessary for Client to use the Service in accordance with these terms and conditions; and

i. neither use the Products and 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.

5.4 Without limiting clause 5.3, no individual other than an authorized User may access or use the Products and Services. Client may authorize any member of the personnel to be an authorized User, in which case Client must provide Findest with the User's name and other information that Findest reasonably requires in relation to the User. Client shall procure each authorized User's compliance with clauses 5.2 and 5.3 and any other reasonable condition notified by Findest to Client.

5.5 Client is responsible for procuring all licences, authorizations and consents required for Clients and Users to use the Products and Services, including to use, store and input Data into, and process and distribute Data through, the Products and Services.

5.6 Any use of the Products and Services in breach of this Agreement, by Client or User may result in immediate suspension of the Products and Services. The Client shall be held liable for all damages following from the breach of this agreement.

Article 6 Execution

6.1 Unless expressly stipulated otherwise, Findest will carry out all activities to the best of its knowledge and ability and in accordance with professional standards. The contract gives rise to an obligation on Findest's part to attempt to achieve a given outcome, but not any obligation to actually achieve that outcome.

6.2 The Client cannot involve third parties in the execution of the Contract unless it has reached agreement with Findest about such involvement. This provision applies as outside involvement in a Contract, whether directly or indirectly, may significantly affect Findest's opportunities for the proper execution of the Contract.

Article 7 Confidentiality

7.1 Each party shall, unless it has the prior written consent of the other party:

- a. keep confidential at all times the Confidential Information of the other party;
- b. effect and maintain adequate security measures to safeguard the other party's Confidential Information from unauthorized access or use; and
- c. disclose the other party's Confidential Information to its personnel or professional advisors on a need to know basis only and, in that case, ensure that any personnel or professional advisor to whom it discloses the other party's Confidential Information is aware of, and complies with, clauses 7.1a and 7.1b.

7.2 The obligation of confidentiality in clause 7.1 does not apply to any disclosure or use of Confidential Information:

- a. for the purpose of performing a party's obligations, or exercising a party's rights, under these terms and conditions;
- b. required by law;
- c. which is publicly available through no fault of the recipient of the Confidential Information or its personnel;
- d. which was rightfully received by a party from a third party without restriction and without breach of any obligation of confidentiality.

Article 8 Data

8.1 The Client acknowledges that:

- a. Findest may require access to the Data to exercise our rights and perform our obligations under these terms and conditions; and
- b. to the extent that this is necessary but subject to clause 7, Findest may authorize a member or members of its personnel to access the Data for this purpose;
- c. Findest may state to its (commercial) relations the Client's name and logo unless stated otherwise in the non-disclosure agreement.

8.2 Client arranges all consents and approvals that are necessary for Findest to access the Data as described in clause 8.1.

8.3 Clients acknowledges and agrees that:

- a. Findest may:
 - i. use Data and information about the Client and Users use of the Products and Services to generate anonymised and aggregated statistical and analytical data ("Analytical Data"); and
 - ii. use Analytical Data for our internal research and product development purposes and to conduct statistical analysis and identify trends and insights; and
- b. our rights under clause 8.3a above will survive termination of expiry of the Agreement; and
- c. title to, and all Intellectual Property Rights in, Analytical Data is and remains our property.

8.4 Findest shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Products and Services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or Users relating to the features, functionality or operation of the Products and Services, and/or the Professional Services. Findest shall have no obligation to use feedback, and Client shall have no obligation to provide feedback.

Article 9 Warranties

9.1 Findest warrants that during the Term, the Products and Services shall perform materially in accordance with the applicable Documentation.

9.2 If during the Warranty Period IGOR^AI fails to comply with the Warranties set forth above, Findest's entire liability and Client's exclusive remedy will be either;

- a. repair or replacement of IGOR^AI, or if in Findest's opinion such repair or replacement is not possible, then
- b. termination of the SaaS Term and a refund of the Subscription Fees paid for the SaaS.

This limited warranty is void if failure of the SaaS has resulted from accident, abuse, misuse or negligence of any kind in the use, handling or operation of the Software, including any use not consistent with the User Documentation or Findest training.

9.3 Findest makes no warranty regarding any non-Findest application with which the products and services may interoperate.

Article 10 Liability

10.1 Findest will carry out its work to the best of its ability, while exercising the due care that may be expected of Findest. Findest cannot be held liable for any damage or loss caused by the contractor, including any damage or loss to third parties during or as a consequence of performance of the contract. IGOR^AI is provided as-is to the Client and may not be fit-for-purpose.

10.2 If an error is made as a result of the Client providing incorrect or incomplete information, Findest is not liable for any:

- a. loss of profit, revenue, savings, business, use, data (including Data) and/or goodwill; or
- b. consequential, indirect, incidental or special damage or loss of any kind.

10.3 If Findest is liable, Findest is liable for that loss up to an amount limited to the fee received within the scope of the Contract.

10.4 Neither party is liable to the other for any failure to perform its obligations under these terms and conditions to the extent caused by Force Majeure.

10.5 The Client indemnifies Findest against third-party claims for losses incurred as a result of the Client supplying incorrect or incomplete information to Findest, unless the Client proves that the loss does not relate to imputable faults or negligence on its part or was caused by an intentional act or omission, or similar intentional recklessness on the part of Findest and unless any imperative national or international rule or law dictates otherwise.

Article 11 Indemnification

11.1 Client indemnifies Findest against any liability, claim, proceeding, cost, expense (including the actual legal fees charged by our solicitors) 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.

Article 12 Termination

12.1 The Client and Findest have the right to terminate the Contract, whether prematurely or not, in writing at any time with due observance of at most a three-week notice period.

12.2 Either party may terminate the Contract, whether prematurely or not, in writing without due observance of a notice period if the opposite party fails to pay its debts or if a bankruptcy trustee, administrator or liquidator has been appointed, the opposite party is subject to debt rescheduling, or ceases its operations for any other reason or if the opposite party considers it to be likely, within reason, that one of the above circumstances will apply to the opposite party or if a situation has arisen that justifies immediate termination in the interest of the party terminating the Contract.

12.3 Either party may, by notice to the other party, immediately terminate these terms and conditions and the right to access and use the Products and Services if the other party:

- a. breaches any material provision of these terms and conditions and the breach is not:
 - i. remedied within 10 days of the receipt of a notice from the first party requiring it to remedy the breach; or
 - ii. capable of being remedied; or
 - iii. becomes insolvent, liquidated or bankrupt, has an administrator, receiver, liquidator, statutory manager, mortgagee's or chargee's agent appointed, becomes subject to any form of insolvency action or external administration, or ceases to continue business for any reason.

12.4 Agreed upon prices for the Products and Services shall remain valid for a maximum duration of 24 months from the date of signing the Contract. After 24 months, prices are subject to renegotiation between the parties.

12.5 Termination of these terms and conditions does not affect either party's rights and obligations that accrued before that termination.

12.6 On termination of these terms and conditions, the Client must pay all Fees for the provision of the Service prior to that termination.

12.7 No compensation is payable by Findest to the Client as a result of termination of these terms and conditions for whatever reason, and the Client will not be entitled to a refund of any Fees that the Client have already paid.

12.8 Except to the extent that a party has ongoing rights to use Confidential Information, at the other party's request following termination of these terms and conditions but subject to clause 12.9, a party must promptly return to the other party or destroy all Confidential Information of the other party that is in the first party's possession or control.

12.9 At any time prior to one month after the date of termination, the Client may request:

a. a copy of any Data stored using the Service, provided that the Client pays Findest reasonable costs of providing that copy. On receipt of that request, Findest must provide a copy of the Data in a common electronic form. Findest does not warrant that the format of the Data will be compatible with any software; and

b. deletion of the Data stored using the Products and Services, in which case Findest must use reasonable efforts to promptly delete that Data.

To avoid doubt, Findest is not required to comply with clause 12.8a to the extent that the Client has previously requested deletion of the Data.

12.10 Without limiting any other right or remedy available to Findest, Findest may restrict or suspend Client's and User's access to and use of the Products and Services and/or delete, edit or remove the relevant Data if Findest considers that Client or any other User have:

a. undermined, or attempted to undermine, the security or integrity of the Service or any underlying systems;

b. used, or attempted to use, the Service:

i. for improper purposes; or

ii. in a manner, other than for normal operational purposes, that materially reduces the operational performance of the Products and Services.