OpenDataSoft

General Conditions of Use

last update: 12/08/2016

PREAMBLE

Société OPENDATASOFT, a simplified joint-stock company with a capital of 331,021.00 euros, located at 130, rue de Lourmel, 75015 PARIS, RCS PARIS 538 168 329 (hereinafter 'OPENDATASOFT'), operates the platform accessible at https://www.opendatasoft.com/ (hereinafter the 'OPENDATASOFT PLATFORM'). Based on a model in SaaS and an economic approach, the OPENDATASOFT PLATFORM can provide numerous uses: Open Data portals, internal data references, smart city platforms, dataset market places … and it allows the following:

Processing and publication of datasets for systems management.

User data search and visualization.

Reuse of data via simple and powerful API's for developers.

To benefit from these functionalities, the OPENDATASOFT PLATFORM provides two types of offerings:

A **FREEMIUM** offering, which allows free access to the SERVICES of the OPENDATASOFT PLATFORM – excluding those benefits and service guarantees provided in the context of the paying services subscribed by CLIENTS – subject to the technical constraints specified at the time of subscription.

A **PREMIUM** offering, a paid offering that allows access to all SERVICES of the OPENDATASOFT PLATFORM subject to the technical constraints specified at the time of subscription. It is noted that the PREMIUM offering provides a series of options that can be activated by the CLIENT.

These General Conditions of Use (hereinafter the 'CGU' – Conditions Générales d'Utilisation) govern all of the different uses of the OPENDATASOFT PLATFORM through these two types of offerings.

Important ACCORDINGLY, ANY USE WHATSOEVER OF THE OPENDATASOFT PLATFORM ENTAILS COMPULSORY ACCEPTANCE BY THE USER WITHOUT RESERVATION OF THESE GENERAL CONDITIONS OF USE (CGU), WHICH CAN BE CONSULTED AND DOWNLOADED AT: https://legal.opendatasoft.com/en/terms-of-use.html.

ARTICLE 1. DEFINITIONS

The terms listed hereinafter shall have, in the context of these General Conditions of Use, the following definitions:

"CLIENT": This designates the producer of DATASETS registered on the OPENDATASOFT PLATFORM and who has subscribed to one of the offerings provided by OPENDATASOFT for use of the SERVICE.

"BACK-OFFICE": This designates the administrative interface of the DOMAIN provided for the CLIENT by OpenDataSoft. Using the BACK OFFICE, the CLIENT can undertake to customize the graphic interface of his DOMAIN, and define administrator rights for the DOMAIN, as well as security levels for the creation of DATASETS, their modification, publication, etc. BACK- OFFICE functionalities are specified in detail at http://docs.opendatasoft.com.

"BENEFICIARY": This designates the end USER benefiting from a right of access to DATASETS published by the CLIENT.

"CLIENT": This designates the producer of DATASETS registered on the OPENDATASOFT PLATFORM, who has subscribed to one of the offerings provided by OPENDATASOFT for the use of the SERVICE.

"DOMAIN": This designates the domain name of the type http://.opendatasoft.com opened by the CLIENT in connection with the offer subscribed so he can publish his DATASETS. Specific DOMAINS can also be opened subject to conditions (transmission of the relevant HTTPS certificate making it possible to secure access to the domain – private code, certificate and possible intermediate certificates)

"PUBLIC SPACE": This designates all of the spaces of the OPENDATASOFT PLATFORM freely accessible to all categories of USERS.

"DATASETS": This designates data produced by CLIENTS, published on the PLATFORM and made accessible to all or some of the different categories of USERS, depending on the offer subscribed by the CLIENT and the licenses offered by the latter.

"OPEN LICENSE": This designates the kind of LICENSE applicable to the DATASETS published in the PUBLIC SPACE of the OPENDATASOFT PLATFORM or accessible by the BENEFICIARIES, without restriction. DATASETS published by CLIENTS with an OPEN LICENSE confer upon BENEFICIARIES a right of access and use that is non-exclusive and free of charge, for the whole world and for the total duration of the intellectual property rights pursuant to the laws in force, both national as well as international. The right of use includes: reproduction, reuse, publication, dissemination, adaptation, modification, extraction and exploitation of DATASETS.

"PRIVATE LICENSE": This designates the specific type of LICENSE applicable to the DATASETS published by the CLIENT through his DOMAIN.

"OPENDATASOFT PLATFORM": This designates the platform published by OPENDATASOFT, as well as all of its graphic, audio, visual, software and textual components. The OPENDATASOFT PLATFORM is the exclusive property of OPENDATASOFT. It is accessible at https://www.opendatasoft.com/.

"SERVICE": This designates all services offered by OPENDATASOFT via the OPENDATASOFT PLATFORM. The Services are explained in detail in Article 4 of these General Conditions of Use.

"FREEMIUM SERVICE": This designates the free service package offered to CLIENTS as explained in detail at http://www.opendatasoft.com. To subscribe to the FREEMIUM SERVICE, CLIENTS are invited to validate the General Conditions of FREEMIUM Service accessible at https://legal.opendatasoft.com/en/terms-of-services-freemium.html.

"SOLUTIONS": This designates software applications offered on the OPENDATASOFT PLATFORM enabling the dissemination, organization, manipulation, aggregation, importation, sorting, etc. of DATASETS via the OPENDATASOFT PLATFORM. The various software SOLUTIONS, including BACK OFFICE, are described at http://docs.opendatasoft.com.

"USERS": This designates the various categories of OPENDATASOFT PLATFORM users. Accordingly, those considered to be USERS are:

- BENEFICIAIRIES navigating on the OPENDATASOFT PLATFORM and accessing DATASETS,
- CLIENTS, producers of DATASETS

ARTICLE 2. PURPOSE OF CGU – CONTRACTUAL DOCUMENTS

These General Conditions of Use (hereinafter the 'CGU'), entered into between OPENDATASOFT, on the one hand, and the USER, on the other hand, (hereinafter collectively referred to as the 'PARTIES') have the purpose of framing the rights and general obligations of the PARTIES in the context of the use of all the SERVICES offered via the OPENDATASOFT PLATFORM. They constitute the common foundation of contractual relations and are supplemented by:

The General Conditions of FREEMIUM Services (**FREEMIUM GCS**) accessible at https://legal.opendatasoft.com/en/terms-of-services-freemium.html, framing use by CLIENTS of the FREEMIUM SERVICE.

The General Conditions of PREMIUM Services (**PREMIUM GCS**) accessible at https://legal.opendatasoft.com/en/terms-of-services-premium.html, framing use by CLIENTS of the SERVICES associated with paid offerings provided by OPENDATASOFT.

ARTICLE 3. CONDITIONS OF ACCESS & REGISTRATION

Every USER can access the PUBLIC SPACE and consult the DATASETS without having to open an account.

USERS wishing to become CLIENTS are called upon to follow the registration procedure defined hereinafter.

Registration on the OPENDATASOFT PLATFORM is in principle open to any juridical or natural person, who is capable and of age.

OPENDATASOFT nonetheless reserves the discretionary right to refuse registration if the CLIENT's activities would not be in accordance with the image of the OPENDATASOFT PLATFORM, and this is so, without its being possible to hold OPENDATASOFT liable in any manner whatsoever.

(i) Registration Procedure

USERS who wish to open an account should first do the following:

- Fill out a form accessible at: https://www.opendatasoft.com/ USERS, who become CLIENTS at the moment when the opening of their account by OPENDATASOFT is validated, guarantee that the data they provide is accurate, truthful, and in accordance with reality. Any modification of its status must be subject to an update by the CLIENT of his data in the BACK OFFICE.

In the event that the CLIENT should supply inaccurate or not up-to-date information, OPENDATASOFT may immediately suspend or cancel the CLIENT's account, without prior notice or indemnity.

(ii) Management of Identifiers

OPENDATASOFT shall inform a USER who has become a CLIENT that his registration has been accepted, following review by an administrator to authorize sending of an e-mail confirmation to the address provided in the registration process. This address constitutes the CLIENT's identifier, and he must also choose a password.

The CLIENT shall be solely liable for the use of his elements of identification by third parties, or actions performed by the intermediary for his account, whether they are fraudulent or not.

In the event that a CLIENT should disclose or use these elements in a manner at variance with their purpose, OPENDATASOFT may then cancel the account without prior notice or indemnity. The CLIENT shall hold OPENDATASOFT harmless against any claims in this regard.

Under no circumstances will OPENDATASOFT be held liable in the event that the CLIENT is subject to identity theft. Any access and action performed from a CLIENT's account will be presumed to have been performed by that CLIENT, insofar as OPENDATASOFT has no obligation and does not have the technical means enabling it to ensure the identity of persons with access to the OPENDATASOFT PLATFORM and its SERVICES.

Any loss, misappropriation or unauthorized use of a CLIENT's identifiers and its consequences redound to the sole liability of the CLIENT, and the latter is required to give OPENDATASOFT notice thereof, without delay, by e-mail sent to the following address: contact@opendatasoft.com.

(iii) Connection and parameters of the account

Upon connecting, through his account the CLIENT will be able to:

Change his password and his login;

Access all of his personal information;

Access the different BACK-OFFICE functionalities.

(iv) USE of BACK-OFFICE from account

Through his BACK-OFFICE, the CLIENT will particularly be able to:

Configure access control rules to the DOMAIN

Publish datasets on the DOMAIN

Create editorial pages content on the DOMAIN

Monitor the use of the DOMAIN

(v) Deregistration

The CLIENT may deregister his account at any time close by sending an e-mail to: contact@opendatasoft.com. OPENDATASOFT shall proceed as swiftly as possible to deactivate the account, and shall send to the CLIENT an e-mail confirming the closure of his account and the definitive deletion of all his elements on the OPENDATASOFT PLATFORM.

Accordingly, prior to the closing of his account and his DOMAIN, it is incumbent upon the CLIENT to collect all data that he would like to recover (files of data sources, processed DATASETS, etc.).

ARTICLE 4. DESCRIPTION OF SERVICES

(i) SERVICES dedicated to USERS

Access to the OPENDATASOFT PLATFORM is possible 24 hours a day, 7 days a week, except in cases of force majeure, technical incidents or interventions made necessary for the proper functioning of the OPENDATASOFT PLATFORM.

In navigating on the OPENDATASOFT PLATFORM, each USER has the possibility of:

Consulting DATASETS published by the CLIENTS in the PUBLIC SPACE. The USER then becomes a BENEFICIARY.

Registering in order to create an account and avail himself of the SERVICES specified in (ii) below. The USER then becomes a CLIENT.

(ii) SERVICES dedicated to CLIENTS

SERVICES dedicated to CLIENTS, explained in detail at http://www.opendatasoft.com, notably include the following:

Functionality for the creation of DOMAINS

Availability of the BACK OFFICE for management and administration of the DOMAIN and the DATASETS

Availability of the SOLUTIONS

The benefits and guarantees of services offered in the context of the paid offerings subscribed by CLIENTS

The particular Service Level Conventions (including the specification of maintenance and hosting services) can be entered into between OPENDATASOFT and the CLIENT in the context of the paid offerings set forth in detail at the time of subscription, as well as the related General Conditions of Service.

ARTICLE 5. MODES OF USE

(i) General Obligations of USERS

In the context of the use of the OPENDATASOFT PLATFORM, each USER undertakes to not violate public order and to comply with the laws and regulations in force, to respect the rights of third parties and the provisions of these General Conditions of Use.

Each USER has the obligation to do the following:

To act fairly and with due diligence towards OPENDATASOFT and third parties,

To be honest and truthful with the information supplied to OPENDATASOFT and, if applicable, to other USERS,

To use the OPENDATASOFT PLATFORM in accordance with the purpose described in these General Conditions of Use,

To not subvert the purpose of the OPENDATASOFT PLATFORM to commit crimes, offenses or infractions prohibited by the Penal Code or any other law,

To respect the private life of third parties and the confidentiality of exchanges,

Not to attempt to steer USERS towards another site or a competing service,

Not to infringe Articles 323-1 and following of the Penal Code concerning automated data processing systems implemented to expedite the functioning of OPENDATASOFT PLATFORM.

With regard to the legal and regulatory provisions in force, and pursuant to the Law of July 29, 1981, concerning freedom of the press, the USER undertakes not to disseminate messages or information that:

Constitute denigration ascribing fault to OPENDATASOFT

Are at variance with public order and good morals,

Are slanderous, defamatory, racist, xenophobic, involve Holocaust denial, or pose an assault on the honor or reputation of others,

Incite discrimination, hatred of a person or a group of persons because of their origin, or their belonging or not belonging to a particular ethnic group, nation, race or religion,

Threaten a person or group of persons,

Are of a pedophile nature,

Incite people to commit a crime or an act of terrorism, or justify war crimes or crimes against humanity,

Incite people to commit suicide,

Enable third parties directly or indirectly to get hold of pirated software, software serial numbers, software that enables acts of piracy and intrusion in computer and telecommunications systems, viruses and other digital bombs, and generally speaking, any software or other kind of tool making it possible to infringe the

rights of others and the safety of persons and property.

Is of a commercial nature (prospectuses, soliciting, prostitution…)

(ii) General obligations of CLIENTS

In the context of the use of the SERVICES, the CLIENT undertakes to:

Respect the General Conditions of Service specific to the option chosen

Strictly adhere to Law n°78-17 known as the "Computers and Freedom" Law of January 6, 1978, as amended, as well as the recommendations of the CNIL in the context of the use of the SERVICES

To not infringe the rights of third parties, and particularly the intellectual property rights of third parties, at the time of the establishment, dissemination or manipulation of DATASETS created through the account opened on the OPENDATASOFT PLATFORM

To cooperate with OPENDATASOFT on all questions relating to the SERVICE

To authorize OPENDATASOFT to make use of his name, company name, logo and a sample message as a "Model client" for purposes of communication or commercial promotion without any payment from OPENDATASOFT

To authorize OPENDATASOFT to put forward testimonials whose content and procedures for presentation are to be defined through consultation between the PARTIES.

To follow any training program recommended by OPENDATASOFT before making use of the tools provided for him prior to using the tools made available to him, and particularly the Tutorial directly accessible online through the BACK-OFFICE.

It is further noted that the CLIENT uses the OPENDATASOFT PLATFORM and the SERVICES under his sole and exclusive liability. The CLIENT is in particular solely liable for the DATASETS disseminated by the OPENDATASOFT PLATFORM and for his relations with the BENEFICIARIES, with OPENDATASOFT having, in this context, the role of a mere technical intermediary.

(iii) General Obligations of BENEFICIARIES

In the context of the use of the SERVICES, the BENEFICIARIES undertake to:

Strictly respect the OPEN or PRIVATE LICENSE, or the license corresponding to the DATASET consulted via the OPENDATASOFT PLATFORM or the CLIENT DOMAIN. It is also incumbent upon each

BENEFICIARY to consult the LICENSE for each DATASET before any downloading or extraction.

Under all circumstances, to mention the source of the DATASETS in the event of reuse of all or any part thereof.

ARTICLE 6. LIABILITY

(i) General principles

The USER is solely responsible for his use of the DATASETS and more generally for any content published on the OPENDATASOFT PLATFORM. OPENDATASOFT shall not be held liable for any damage caused by the use of all or part of the DATASETS, or content published in the PUBLIC SPACE of the OPENDATASOFT PLATFORM.

The same applies to DATASETS accessible via the CLIENTS' DOMAINS. Any third party site, particularly those accessible by hypertext link, or DOMAIN created by the CLIENTS, which USERS may access via the OPENDATASOFT PLATFORM, do not fall under the liability of OPENDATASOFT.

At all events, the source of the DATASETS and other content published on the OPENDATASOFT PLATFORM is given to the USER by OPENDATASOFT, which shall not be held liable for content of which it is not the author.

OPENDATASOFT, moreover, denies any kind of liability in the following cases:

For abnormal use or illicit operation of the OPENDATASOFT PLATFORM

For use of the OPENDATASOFT PLATFORM that is not in compliance with, and not provided for, by this CGS

For the temporary impossibility of temporarily accessing the OPENDATASOFT PLATFORM as a result of technical maintenance operations or interruptions having to do with the nature of the internet network independent of OPENDATASOFT

For viral attacks

For incomplete, out-to-date or erroneous DATASETS disseminated by a CLIENT

Due to a fault of the CLIENT in his relations with the BENEFICIARIES

Lack of compatibility of the SERVICE with the hardware and software used by the CLIENT, and he is solely responsible for assessing such compatibility.

It is expressly agreed between the PARTIES that OPENDATASOFT is subject to a general obligation to undertake its best effort, and that it is not bound by any performance obligation or best effort with no fault obligation of any kind.

Generally speaking, OPENDATASOFT does not guarantee that the use of the SERVICES will generate an increase in turnover.

The USER can hold OPENDATASOFT liable provided that he has previously given notice by registered letter with Return Receipt of the alleged breach, and OPENDATASOFT has not replied within a period of thirty (30) days counting from the receipt of such notification. At all events, it is noted that establishing the liability of OPENDATASOFT cannot be sought except in cases of proven error.

Furthermore, by the very nature of the Internet (interconnection of a multitude of independent users interacting with each other) nothing can guarantee the overall functioning of networks from start to finish. OPENDATASOFT will not under any circumstances be held liable for any loss of which it is not the direct source.

Under no circumstances can the liability of OPENDATASOFT be asserted, whatever the type of action brought, for any sort of indirect damage, for example, though without limitation, any financial or commercial loss, lost profits, commercial difficulties, loss of earnings, harm to a third party, or action filed by a third party against the USER, as well as their consequences, associated with these presents or their execution. The USER is solely responsible for any loss, direct or indirect, material or immaterial, caused by him or one of his employees to OPENDATASOFT or to third parties resulting from his use of the OPENDATASOFT PLATFORM and its related SERVICES.

It is expressly agreed between the PARTIES that the stipulations of this clause shall continue to apply even in the case of the termination of this Contract established by a final court decision.

(ii) Host Status

It is noted that for all DATASETS published by the CLIENTS, OPENDATASOFT shall have the status of host in the sense of Article 6 I 2) of the Law of June 21, 2004, for Confidence in the Digital Economy. In this capacity, OPENDATASOFT undertakes to remove promptly any content that is manifestly illicit as soon as it shall have knowledge thereof.

Notification concerning manifestly illicit content can be given by e-mail at contact@opendatasoft.com, and by mail through registered letter with confirmation of receipt, as per the forms prescribed by Article 6 I 5) of the Law of June 21, 2004. It is necessary to provide the link to the content identified as manifestly illicit, and to substantiate the fact.
Pursuant to these rules, USERS acknowledge that OPENDATASOFT does not guarantee the validity or completeness of the DATASETS or content disseminated by the CLIENTS via their DOMAIN or via the

PUBLIC SPACE, or whether they are up to date.

Only the CLIENTS are liable for the DATASETS, content and services that they offer directly to BENEFICIARIES via the OPENDATASOFT PLATFORM and its SERVICES.

ARTICLE 7. INTELLECTUAL PROPERTY

The USER acknowledges that the OPENDATASOFT PLATFORM and all its components are the exclusive property of OPENDATASOFT.

Except for data published by CLIENTS, it is noted that brands, logos, slogans, graphic elements, photographs, animations, videos, software, SOLUTIONS, databases and texts created, published or recorded by OPENDATASOFT are the exclusive property of OPENDATASOFT, and therefore cannot be reproduced, used or represented without express prior authorization, under penalty of legal prosecution. In this light, the USER is forbidden:

- To use the name OPENDATASOFT in his campaigns without the prior written agreement of OPENDATASOFT;
- To maintain any confusion with OPENDATASOFT in the context of his advertising campaigns and/or promotional notices;
- To adapt, correct, modify or reproduce in whole or in part the OPENDATASOFT PLATFORM and the related SERVICES.

Any total or partial representation of the OPENDATASOFT PLATFORM or its components, through any behavior whatsoever, without the express prior authorization of OPENDATASOFT or, as the case may be, of CLIENTS, with respect to DATASETS disseminated by their actions, is prohibited, and shall constitute a counterfeit sanctioned by Articles L. 335-2 and following, and Articles L. 713-1 and following of the Code of Intellectual Property.

Furthermore, OPENDATASOFT expressly prohibits the following:

Extraction by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the content of the OPENDATASOFT PLATFORM, by any means and in any way whatsoever; as long as the party committing this extraction is acting without a LICENSE granted by OPENDATASOFT or its CLIENTS.

The reuse, through making available to the public all or a qualitatively or quantitatively substantial part of the OPENDATASOFT PLATFORM, in any way whatsoever as long as the party committing this reuse is acting without a LICENSE granted by OPENDATASOFT or its CLIENTS.

ARTICLE 8. PROTECTION OF PERSONAL DATA

Each one of the PARTIES guarantees the other PARTY that it will respect the legal and regulatory obligations incumbent upon it as a result of its role, in connection with the protection of personal data.

(i) Concerning processing performed by OPENDATASOFT

In the context of the operation of the OPENDATASOFT PLATFORM, OPENDATASOFT is authorized to collect personal data.

These data are necessary to the management of the OPENDATASOFT PLATFORM and will be processed pursuant to the purposes indicated at the time of collection.

In this regard, the USER is called upon to consult the Confidentiality Policy accessible at https://legal.opendatasoft.com/en/privacy-policy.html which will give him more complete information concerning the protection of personal data, and the processing performed through the OPENDATASOFT PLATFORM.

It is noted that a USER whose personal data is being processed enjoys the right to access, and the right to correct and challenge the processing of his personal data, pursuant to Articles 38 and following of Law n°78-17 known as the "Computer and Freedoms" Law of January 6, 1978, as amended. These rights can be exercised under the law by a simple e-mail request addressed to cil@opendatasoft.com, or by standard postal delivery to the address of the company headquarters of OPENDATASOFT, with proof of his identity and a legitimate reason if it is required by the law.

(ii) Concerning processing performed by the CLIENT

In the event of processing personal data implemented by the CLIENT from his DOMAIN, OPENDATASOFT shall have the status of a subcontractor in the sense of Article 35 of the law of January 6, 1978, cited above.

It is therefore expressly agreed between the PARTIES that OPENDATASOFT:

- Shall not perform any data processing operation if it is not under the instructions of the CLIENT and this, always under the full and exclusive liability of the CLIENT,
- Shall take all steps at its disposal to ensure the security and confidentiality of the personal data with which it is entrusted.

ARTICLE 9. FORCE MAJEURE

OPENDATASOFT cannot be held liable, or deemed to have failed to fulfill these General Conditions of Use for any delay or lack of execution, if the cause of the delay or lack of execution is associated with a case of

force majeure as it is defined by the jurisprudence of French courts and tribunals, in particular, in the event of hacking, unavailability of materials, supplies, hardware, peripherals, personal or other equipment; and interruption, suspension, reduction or disruptions of electricity or other things, or any interruptions of electronic communications networks.

ARTICLE 10. GENERAL PROVISIONS

OPENDATASOFT reserves the option to update and amend these General Conditions of Use at any time, it being specified that the CGU in force are those published on the OPENDATASOFT PLATFORM at the time of access to the PLATFORM and the navigation of the USER.

No instruction or document can give rise to an obligation not included in these General Conditions of Use (CGU), if they are not subject to a new agreement between the PARTIES.

The PARTIES declare, moreover, that these General Conditions of Use cannot under any circumstances be construed as an act establishing a juridical person or any legal institution whatsoever, and that any kind of "affectio societatis" is strictly excluded from their relations.

The fact that one of the PARTIES may not have demanded the application of one of the clauses of these General Conditions of Use, whether on a permanent or temporary basis, may not under any circumstances be construed as a waiver of the said clause.

In the event of any difficulty of interpretation among any of the titles appearing in the article headings, and any one of the articles themselves, the titles will be declared non-existent.

If any one of the stipulations of these General Conditions of Use should be found to be null in the light of a legislative or regulatory provision in force and/or a court decision with the authority of a final ruling, it will be deemed unwritten, but this will not in any way affect the validity of the other clauses, which shall remain fully applicable.

ARTICLE 11. APPLICABLE LAW

These General Conditions of Use are subject to French law.

In the event of disputes arising between the PARTIES regarding the interpretation, execution or termination of these General Conditions of Services, the PARTIES shall strive to reach an amicable settlement.

IN THE ABSENCE OF AN AMICABLE SETTLEMENT WITHIN A PERIOD OF ONE (1) MONTH COUNTING FROM THE FILING OF A CASE IN COURT BY ONE OF THE PARTIES VIA REGISTERED LETTER WITH CONFIRMATION OF RECEIPT, THE LITIGATION WILL BE SUBMITTED TO THE TRIBUNALS OF THE COURT OF APPEALS OF PARIS TO WHICH THE ATTRIBUTION OF COMPETENCE IS EXPRESSLY

MADE, THIS ATTRIBUTION OF COMPETENCE APPLYING ALSO TO MATTERS OF SPECIAL URGENCY.