

# Specific Terms Monitoring Service



These Specific Terms and Conditions apply to the 360 and X-Ray Services provided by EBRAND and are an integral part of the Agreement between EBRAND and Client.

To the extent that there is a direct conflict between these terms and the General Terms and Conditions, these terms shall prevail. Capitalised terms defined in the General Terms and Conditions shall have the same meaning in the Specific Terms and Conditions.

## 1. The Service

EBRAND shall provide Client with a range of online monitoring services (the "Monitoring Service") in accordance with the specifications detailed in EBRAND's offering and insofar as Client has submitted an Order Form pursuant to the General Terms and Conditions.

## 2. Licence

EBRAND shall grant Client a non-exclusive limited license to use the Monitoring Service with certain, limited functions chosen by the Client in the Order Form.

By accepting this license, Client shall not directly or indirectly : (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms or any portion of the software and more generally of any technology made available to them as part of the Monitoring Service ; (ii) modify or create derivative works of the Monitoring Service; (iii) incorporate or embed the Monitoring Service, in whole or in part, into another product or other computer software code; or (iv) remove, alter, cover or obscure any copyright notice or any other notice or trademark that appears on the Monitoring Service.

Client acknowledges that the license of use on the Monitoring Service is personal and nontransferable, and that Client is forbidden from sub-licensing the Monitoring Service and more generally from allowing any third party to use the Monitoring Service.

All rights in the Monitoring Service not expressly granted to Client hereunder are reserved to EBRAND and its licensors.

## 3. Limitations

The number of strings to monitor, the scope of the monitoring, the frequency and the notification means of detection reports, and more generally the limits of the Service will be those selected by Client on the Order Form.

## 4. Responsibility

Client is solely responsible for their use of the Monitoring Service including for any direct and/or indirect consequences that the orders Client places to EBRAND within this scope may have.

## 5. Refund

Client understands and agrees that unless otherwise provided, all fees applicable to the Monitoring Service are non-refundable.

Client further acknowledges that the early termination of the Monitoring Service does not entail the refunding of any monies paid to EBRAND nor does it release Client from their obligation to pay all fees applicable to the Service they have ordered until the end of the current Contractual Period.

## 6. Modification

In accordance with article 6 of the General Terms and Conditions, EBRAND retains the right to discontinue or suspend the Monitoring Service. EBRAND shall always make its best efforts to inform Client of any such modification or suspension within a timely fashion.

Client understands and accepts that EBRAND cannot be held liable to them or any third party for any consequences resulting from such modification, suspension or discontinuance of the Monitoring Service.

## 7. EBRAND Obligations

EBRAND makes no warranty of any kind, expressed or implied as to the Monitoring Service merchantability or fit for a particular purpose. The Monitoring Service is provided on an as-is and as available basis without warranty of any kind, expressed or implied as to its good functionality and EBRAND disclaims all responsibility and liability for the Service availability.

Client understands and accepts that the information contained in the reports generated as part of the Monitoring Service originate from sources over which EBRAND has no control over and as such accepts that EBRAND will not be liable for the accurateness of such information.

Client understands and accepts that EBRAND solely commits to a best-efforts obligation regarding the monitoring, detection, and notification of Client.

## 8. Monitoring Service availability

EBRAND shall make its best efforts to provide the Monitoring Service twenty (24) hours a day and seven (7) days a week for the whole term of the Monitoring Service subscription. However, EBRAND does not provide any guarantee regarding the availability of the Monitoring Service. Additionally, Client accepts that the Monitoring Service may be unavailable or not functioning from time to time due to several causes, such as but not limited to:

- periodic maintenance, repair or replacement operations of equipment necessary to the provision of the Monitoring Service that EBRAND may undertake from time to time;
- the action of a Provider over which EBRAND has no control;

EBRAND shall make all reasonable efforts to provide Client of any information pertaining to the resuming of the Monitoring Service after an interruption.

## 9. Termination and renewal of the Service

Client may request the termination of the Monitoring Service at any time by sending a three (3) month prior notice in writing to Account Manager.

If not terminated prior to the end of the Contractual Period, the Service will automatically be renewed for another Contractual Period on the same terms as the current one.