TERMS OF SERVICE
FLOODTAGS SUBSCRIPTIONS

These terms of service ("**Terms of Service**") apply to the use of the online media monitoring platform for floods and weather impact (the "**Platform**") operated by FloodTags B.V. ("**FloodTags**", "**us**", "**we**" and the like).

1. DEFINITIONS

1.1. "**Account**" means a unique account created for an Administrator or an Authorized User to be able to use the Platform.

1.2. "**Administrator**" means the dedicated Authorized User assigned by Client to manage the Authorized User Accounts.

1.3. "**Administrator Account**" means the administrator Account appointed to the Administrator.

1.4. "**Agreement**" means the (online) subscription agreement between FloodTags and the Client which may (amongst others) consist of a free demo subscription or a paid subscription.

1.5. "**Authorized User**" means one of the Client's staff members who is granted access to the Platform.

1.6. **"Authorized User Account"** means an Account created for an Authorized User.

1.7. **"Claim"** means any claim, fine, settlement amount, proceeding, or lawsuit and any costs related thereto.

1.8. **"Client"** means the non-consumer customer of FloodTags who concludes an Agreement.

1.9. "**Client Content**" means the data, information and materials uploaded into the Platform or created by Users using the Platform.

1.10. "**Confidential Information**" means non-public information which (a) a reasonable person would consider confidential or (b) is marked "confidential" or "proprietary" or some similar designation by the disclosing party.

1.11. "**EEA**" means the European Economic Area.

1.12. "**GDPR**" means the European General Data Protection Regulation.

1.13. "**Incident**" means a technical problem with the Application, e.g. non-availability of the Application or its contents or problems with access to its contents.

1.14. "**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, tradename or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world, in each case, for their full term and together with any renewals or extensions.

1.15. "**Restricted Transfer**" means a transfer of personal data from the EEA to a country outside the EEA which is not subject to an adequacy decision by the European Commission.

1.16. **"Scope Limitations**" means the limitations on Client's use of the Platform as specified in the Agreement or otherwise specified by FloodTags (herein). Depending on the type of subscription chosen, Scope Limitations may include limits on the maximum number of Authorized Users, a maximum number of

requests to the Platform's interface, certain types of available Third-Party Content, certain features that are available to the Client.

1.17. "**Sensitive Information**" means any passwords, credit card or debit card information, personal financial account information, personal health information, social security numbers, passport numbers, driver's license numbers, employment records, physical or mental health condition or information, any information that would classify as prohibited or special categories of personal data under the GDPR or other EU data protection laws, or any other information that would be subject to Health Insurance Portability and Accountability Act (HIPAA), the Payment Card Industry Data Security Standards (PCI DSS), or other laws, regulations, or industry standards designed to protect similar information.

1.18. "**Services**" means the services provided by FloodTags, consisting of making available the Platform and ancillary services such as service desk support.

1.19. "**Social Media User(s)**" means social media users who use Third-Party Services that are social media, including fans, followers, and other social media audience members.

1.20. "**Statistical Usage Data**" means aggregated Client Content and other data and information resulting from Client's use of the Services in a manner that does not identify Client or any Authorized User.

1.21. "**Subscription Term**" means the term during which the Client (including its Users) is granted the right to use the Platform, as set forth in the Agreement.

1.22. "**Third-Party Content**" means data, information and materials collected from Third-Party Services, such as social media content (e.g. public tweets) that is made available to Client and its Users through the Platform.

1.23. "**Third-Party Services**" means products, data, service or software, including Third-Party Content, of a Third-Party Service Provider.

1.24. "**Third-Party Service Provider**" means a third party that makes available Third-Party Services.

1.25. "**Third-Party Service Terms**" means the Third-Party Service Provider's terms and conditions, acceptable use policy, privacy policy or any other similar policy or terms of such Third-party Service Provider, that are applicable to the use of the Third-Party Services.

1.26. "**Updates**" new features or other changes that are incorporated in the Platform.

2. GENERAL

2.1. Through their Accounts, Authorized Users can view different types of data related to weather and flooding situations, including relevant feeds from Third-Party Services and dashboard information. Authorized Users can also contribute information to the Platform, e.g. by creating labels, adding annotations and enriching information with respect to certain weather or flooding situations (for the avoidance of doubt: Content does not include personal or profile information Users add to their Account). The Platform includes, without limitation, its integrated and ancillary software and information, such as libraries, compilers and application programming interfaces (APIs).

2.2. Client may subscribe for a temporary free demo subscription. After the demo's Subscription Term has ended, access to the demo environment will end. Unless agreed otherwise, the demo will not extend into a paid subscription, Client must conclude a separate Agreement for this. Client is only allowed to subscribe for a free demo once, and can therefore not use different email accounts to subscribe for other free demos. If FloodTags finds the Client violates this prohibition, it is entitled without liability and without affecting its other remedies, to immediately end the demo subscription Agreement and block the relevant Accounts.

2.3. When a Client signs up for a subscription on FloodTags' website, the natural person doing so warrants that (a) they are 18 years and older, (b) they are legally authorized to conclude agreements under applicable laws, (c) they are authorized to legally represent and bind the Client to the Agreement. The Client revokes any rights it may have in relation to authorized representation.

2.4. If there is a conflict between the terms of the Agreement and these Terms of Service, the terms of the Agreement prevail, unless the Agreement states that a specific provision of the Terms of Service prevails over a specific provision of the Agreement.

3. USE OF THE SERVICES

3.1. Subject to the terms and conditions of the Agreement, FloodTags grants to Client a limited, non-exclusive, non-transferable, non-sublicensable, non-encumberable, conditional and revocable right during the Subscription Term to use the Platform for its own internal (business) operations and within the Scope Limitations. This means, amongst others, that Client's group companies, customers or subcontractors are not allowed to use the Platform under the Client's license and must conclude their own agreement with FloodTags. It also means that if Client wishes to use the Application outside the Scope Limitations, it must contact FloodTags to conclude a new Agreement or amend the Agreement to reflect such use. Client's right to use the Platform is contingent upon Client's and its Authorized Users' compliance with the terms and conditions of the Agreement and these Terms of Service. Client is fully responsible and liable for all actions of its Authorized Users in relation to the Platform. Client shall procure that each of its Authorized Users complies with the Agreement and these Terms of Service and shall, upon FloodTags' request take those actions reasonably necessary to ensure Authorized Users comply therewith. Non-compliance by an Authorized User with the Agreement and/or these Terms of Service is deemed a non-compliance by Client.

3.2. At least one User must be appointed as an Administrator and if FloodTags creates the Administrator Account, it will do so based on the Administrator details (e.g. name, email address, function) provided by Client. The Administrator is responsible for creating and managing the Authorized User Accounts. Client will ensure and enforce that each Authorized User is issued its own log in credentials, that passwords are sufficiently strong and that the log in credentials are not shared by any other party including other Authorized Users. Client is responsible for managing access to the Accounts, including managing the access rights of the Authorized Users including the revocation of access rights of Authorized Users who no longer work for Client or no longer require access to the Application for other reasons – FloodTags does not accept any responsibility or liability in this respect.

3.3. Client agrees that FloodTags can access Accounts as necessary, in FloodTags' sole discretion, to provide Client with the Services as well as to verify compliance with the Agreement or these Terms of Service. FloodTags will not disclose information obtained from such actions except if compelled by law, permitted by Client, in relation to a dispute, for (pre)litigation purposes or pursuant to the terms of the FloodTags Privacy Policy.

3.4. Except as otherwise explicitly provided in the Agreement, Client will not itself or permit or authorize any Authorized User or third party to: (a) license, sublicense, sell, rent, lease, share or otherwise permit any third party to use the Platform; (b) use the Platform to provide services to any third party (e.g., as a service bureau); (c) circumvent or disable any security or other technological features or measures of the Platform; (d) reverse engineer, amend or copy any element of the Platform, (e) use the Services or any of FloodTags' Confidential Information to compete with the Services; (f) modify, adapt or hack the Platform to falsely imply any sponsorship or association with FloodTags, or otherwise attempt to gain unauthorized access to the Platform or its related systems or networks; (g) use the Platform in any manner that interferes with or disrupts the integrity or performance of the Platform or any components of the Platform; (h) use the Platform to knowingly post, upload, link to, send or store any content that is defamatory, libelous, fraudulent, derogatory, abusive, obscene, unlawful, hateful, harassing, violent, threatening, racist, or discriminatory, or that contains any viruses, malware, Trojan horses, time bombs, or any other similar harmful software; (i) attempt to use any method to gain unauthorized access to any paid features of the Platform; (j) use automated scripts to collect information from or otherwise interact with the Platform; (k) deep-link to the Platform for any purpose (other than FloodTags' home page), unless expressly authorized in writing by FloodTags beforehand; (l) impersonate any other user of the Platform, (m) use the Platform to perform or coordinate any DDOS or similar attacks, (n) use the Platform to send unsolicited messages (spam) or (o) use the Platform in violation of any Third-Party Service Terms.

3.5. Client will not itself or permit or authorize any Authorized User or third party to use the Platform, or knowingly display, distribute, or otherwise make content or information derived from the Platform available to any entity for the purpose of: (a) conducting or providing surveillance or gathering intelligence, including but not limited to investigating or tracking individual social media users or their content; (b) tracking, alerting, or other monitoring of sensitive events other than events for which the Platform are primarily used (floods and weather circumstances) (including but not limited to protests, rallies, or community organizing meetings); (c) conducting or providing surveillance, analyses or research that isolates a group of individuals or any single individual for any unlawful or discriminatory purpose or in a manner that would be inconsistent with the individual social media users' reasonable expectations of privacy; or (d) targeting, segmenting, or profiling individuals based on Sensitive Information.

3.6. Client will not itself or permit or authorize any Authorized User or third party to use the Platform for any purposes that may require Client, FloodTags or any other party to obtain a permit under any (export) legislation, in the European Union or otherwise. Such use includes, without limitation, use of the Platform training or use for weapons, whether biological, chemical, nuclear or otherwise and for any other military or nuclear devices or purposes.

3.7. If Client is a government entity or an entity performing services on behalf of a government entity whose primary function or mission includes conducting surveillance or gathering intelligence, Client may not access the social media platform X (previously Twitter) content through the Services, unless otherwise expressly pre-approved by FloodTags and X.

3.8. Client will use the Platform in compliance with all applicable laws and regulations and in a manner that does not infringe on the Intellectual Property Rights or other types or rights of any third party.

3.9. Client has sole responsibility for the legality, reliability, integrity, accuracy and quality of the Client Content and the means by which it acquired the Client Content. Client represents and warrants that it has all the necessary permissions and is fully authorized to submit the Client Content to the Application and create it, that the Client Content is in compliance with all applicable laws and regulations and that it does not infringe the Intellectual Property Rights or other types or rights of any third party.

3.10. FloodTags may suspend Client's or any Authorized User's use of the Platform (suspend access to the relevant Account), if FloodTags reasonably and in good faith believes such suspension is necessary to prevent unauthorized use of the Platform, non-compliance with the Agreement, these Terms of Service and/or to prevent an ongoing violation of any applicable laws or regulations. If legally required, FloodTags will notify Client and/or the relevant Authorized User prior to any such suspension and will only suspend the Account to the extent necessary to prevent such unauthorized use, non-compliance or violation.

3.11. If Client fails to timely pay any fees in accordance with the terms of the Agreement, FloodTags may, without limitation to any of its other rights or remedies, suspend performance of the Services until it has received all amounts due.

3.12. Without limitation to its other rights and remedies and without liability, FloodTags shall have the right to terminate the Agreement and/or permanently block an Account if the Client and/or an Authorized User is in non-compliance with the Agreement, with these Terms of Service and/or in case of ongoing violation of any applicable laws or regulations. If legally required, FloodTags will notify Client and/or the relevant Authorized User prior to such termination or blocking of the Account to allow them to remedy the non-compliance. If required to comply with applicable laws or regulations, an order by a government authority or for security purposes, FloodTags may block an Account without prior notice. If required to comply with applicable laws or regulations, an order by a government authority FloodTags may have to delete, modify or otherwise handle Client Content and other content processed by Authorized Users on the Platform, FloodTags can not be held liable in any way for such actions, nor any of the actions set out in the previous paragraphs.

3.13. Client is responsible for securing the access to the Accounts, the log in credentials, the devices used to access the Accounts and the network connection used to access the Accounts. Client will immediately notify FloodTags of any unauthorized access that comes to Client's attention. If there is unauthorized access by anyone directly or indirectly through Client, including without limitation through an Account,

Client will take all steps within its control that are necessary to terminate such unauthorized access and/or use including changing the Account's log in credentials. Client will cooperate and assist with any actions taken by FloodTags to prevent or terminate unauthorized access and/or use of the Platform. FloodTags reserves the right to block compromised Accounts (the Administrator can make a new Authorized User Account or FloodTags will create a new Administration Account). FloodTags reserves the right to invoice the costs made in relation to unauthorized access that is not caused by FloodTags.

3.14. The Application is made available 'as-is', 'where-is'. FloodTags does not guarantee the Application or Third-Party Content are error-free. FloodTags however endeavors to correct errors and improve the Application's functionalities continuously. FloodTags strives for continuous availability and endeavors to minimize the impact of downtime of the Application but cannot guarantee 100% availability. Client accepts that the Application may temporarily be unreachable (down), for example during maintenance windows.

3.15. In case of any questions or Incidents with respect to the Application, Client shall try to answer, respectively solve these internally first and if this cannot be achieved, if and as agreed in the Agreement, Client's Administrators (as notified to and approved by FloodTags) can contact FloodTags helpdesk on workdays (excluding national holidays in the Netherlands) during its opening hours using the contact details indicated by FloodTags. Incidents must be reported in a comprehensible and detailed manner. FloodTags endeavors to respond to Incidents within the term indicated in the Agreement, and to resolve Incidents without undue delay pursuant to its own internal procedures, this can also be done through workarounds or new releases. It is assumed that the helpdesk will be called upon to a reasonable extent. If, in FloodTags opinion, the helpdesk is called upon outside of what is reasonable, it reserves the right to charge an additional reasonable fee.

3.16. If FloodTags and the Client conclude a separate service level agreement (SLA), the provisions of such SLA replace the provisions in Sections 3.14 and 3.15, taking into account however that any agreed availability percentages are always excluding maintenance windows.

3.17. Client shall arrange for the devices and main stream, up-to-date browsers in order for its Users to use the Platform. FloodTags reserves the right to issue specific additional reasonable technical requirements if this is required to ensure the secure and continued use of the Platform. Client is responsible for meeting those requirements. If FloodTags updates the requirements, it shall notify Client thereof timely in advance.

3.18. FloodTags decides at its own discretion, when and what Updates are incorporated in the Platform. FloodTags endeavors to inform Client of important changes to the Platform.

4. THIRD-PARTY SERVICES

4.1. The Platform may contain links to, or may otherwise allow Client to connect to and use Third-Party Services under separate terms and conditions. If Client uses any Third-Party Service (clicks on its content and thereby accesses the Third-Party Service), Client acknowledges that its use of such Third-Party Service is governed and agrees to be bound by the Third-Party Service Terms, including: a) the X Terms of Service located at https://x.com/en/tos, b) the YouTube Terms of Service located at www.youtube.com/t/terms, c) EventRegistry Terms of Service, located at https://eventregistry.org/terms, , (d) where Client uses the consented WhatsApp group monitoring or data entry options, the WhatsApp Business Solution Terms, located at https://www.whatsapp.com/legal/business-solution-terms). Client acknowledges that FloodTags does not endorse, is not responsible for, and makes no representations with respect to such Third-Party Service, its content or the manner in which such Third-Party Service handles Client's data. FloodTags is not liable for any damage or loss arising from or in connection with Client's use of any such Third-Party Service, or Client's reliance on the privacy practices or other policies of such Third-Party Service. Client acknowledges that FloodTags does not control the features and functionality of any Third-Party Service and that such Third-Party Service may change its features and functionality without any notice to FloodTags. FloodTags shall not be liable to Client for any refunds or any damage or loss arising from or in connection with any changes made by a Third-Party Service Provider or any resulting changes to the Services.

4.2. The Platform may contain features that enable various Third-Party Services (such as a social media service like Facebook or X) to be directly integrated into the Accounts. To take advantage of these features, Client may be required to register for or log into such Third-Party Service on their respective websites. By accessing/enabling a Third-Party Service within the Services for which a log-in is required, Client authorizes FloodTags to pass Client's log-in information to the Third-Party Service Provider for this purpose.

5. FEES AND PAYMENT

5.1. Client will pay FloodTags the fees specified in the Agreement. If Client orders additional Services or upgrades its subscription, the fees for such additional or changed Services will be charged at the then-current pricing for such additional or changed Services and invoiced pro rate.

5.2. Unless otherwise specified in the Agreement or these Terms of Service, (a) all amounts payable under the Agreement are denominated in Euros, (b) Client will pay such amounts in Euros, and (c) fees are non-refundable irrespective of whether the Agreement has ended. There are no refunds or credits for partial months of Services, plan downgrades, or refunds for unused time if Client terminates the Agreement without cause and/or closes its Accounts before the end of the Subscription Term. FloodTags reserves the right to increase the fees per the renewal date of a Subscription Term. FloodTags also reserves the right to (i) increase the fees during the Subscription Term on the basis of the applicable Dutch inflation index per the first of each calendar year and, (ii) in case the costs charged by the Third Party Service Provider or third parties FloodTags uses for the performance of the Agreement, increase significantly, to increase the fees pro rate, in which case however Client is entitled to terminate (*'opzeggen'*) the Agreement without liability.

5.3. All fees stated or referred to in the Agreement, are exclusive of VAT and any other taxes. Other than VAT that FloodTags has to relay to the tax authorities itself and net income taxes imposed on FloodTags, Client bears all taxes, duties, and other governmental charges resulting from its use of the Services.

5.4. Unless otherwise specified in the Agreement, Client will pay all amounts due within thirty (30) days of the date of the applicable invoice using the payment methods offered by FloodTags, failing which Client will be in default (*'verzuim'*). Any amount not paid when due is subject to charges equal to one and one-half percent (1.5%) of the unpaid balance per month or the statutory interest rate in the Netherlands, whichever is higher, determined and compounded daily from the date due until the date paid. Client will reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by FloodTags to collect any amount that is not paid when due. Amounts due from Client under the Agreement may not be withheld or offset by Client against amounts due to Client for any reason.

6. TERM AND TERMINATION

6.1. The Agreement has the term indicated in the Agreement and shall end after the Subscription Term has ended (if not extended), if the Client terminates the Agreement as permitted in the Agreement or earlier pursuant to these Terms of Service or applicable laws. In absence of termination, the Agreement is extended with a term equal to the original Subscription Term, taking into account that FloodTags can revise the Agreement's commercial terms before any extension. If the Client terminates the Agreement without cause during a Subscription Term, the fees remain payable for the entire Subscription Term and are non-refundable if paid in advance.

6.2. FloodTags reserves the right to stop offering the Services; in that case it is entitled without liability to terminate the Agreement without cause, taking into account a one (1) month notice period, unless agreed otherwise with the Client.

6.3. Either party may terminate the Agreement without liability, either by rescinding (*'ontbinden'*) or terminating it: (a) upon thirty (30) days written notice to the other party of a material breach by the other party (with the exception however of the Client's payment obligations) if such breach remains uncured at the expiration of such period, or (b) immediately upon written notice if the other party becomes the subject of a liquidation. FloodTags may terminate the Agreement, either by rescinding or terminating it, without liability (a) immediately if FloodTags reasonably determines that Client is acting or has acted in

a way that could present substantial reputational harm to FloodTags or its current or prospective partners or customers, (b) immediately if Client becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, or assignment for the benefit of creditors or similar concept in its jurisdiction, (c) immediately if the control in the Client is taken over by a third party that is a competitor of FloodTags.

6.4. If the Agreement has ended: (a) Client will pay to FloodTags any fees or other amounts that have accrued prior to the effective date of the termination, (b) Client and all Authorized Users will discontinue all use of the Services and (c) FloodTags has the right to block access to the Accounts, save for any exit assistance during the limited exit period as indicated below in Section 6.6.

6.5. If Client ends the Agreement for cause pursuant to Section 6.2, Client will not be obliged to pay any additional amounts specified in the Agreement following the effective date of termination, and FloodTags shall provide Client with a prorated refund of any prepaid unused fees. Except as otherwise provided herein, in all other instances where the Agreement ends, Client will not be entitled to a refund of any fees (whether or not as a result of rescission of the Agreement), any and all unpaid and outstanding amounts become immediately due and payable and Client must pay the fees for the remainder of the Subscription Term.

6.6. Upon termination of the Agreement, provided Client has paid all amounts due, FloodTags will hand over a copy of the Client Content in a format determined by FloodTags within thirty (30) days after termination. FloodTags shall have the right to remove the Client Content, information in the Accounts and Account settings after thirty (30) days, and Client will not be able to recover its data or the Client Content (for clarity 's sake: content stored/published on Third-party Service, will remain on said Third-Party Service pursuant to the relevant Third-Party Service Terms).

7. CONFIDENTIALITY

7.1. In the context of the Agreement, each party (the disclosing party) may make available or accessible to the other party (the receiving party) their Confidential Information. The receiving party shall take measures to keep the Confidential Information confidential and not make this available to any third party except as a necessary in relation to the performance of the Agreement, to comply with a legal obligation or in relation to (threatening) legal proceedings. The receiving party shall take those actions reasonably necessary to protect the Confidential Information and to restrict access to the Confidential Information to those staff who require access in relation to the Agreement and who are bound by obligations of confidentiality.

7.2. Confidential Information will not include information that (a) is lawfully in the public domain; (b) is lawfully in the possession of the receiving party at the time of disclosure; (c) is obtained by the receiving party from a third-party without a breach of the third-party's obligations of confidentiality; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

7.3. The receiving party shall be allowed to disclose the disclosing party's Confidential Information if this is required (a) to comply with applicable laws, taking into account that the receiving party shall inform the disclosing party of the legal obligation and, if legally permitted, allow the disclosing party to contest the disclosure or (b) in relation to legal proceedings.

7.4. At the disclosing party's request, the receiving party shall return the disclosing party's Confidential Information and delete all copies thereof, save where the receiving party needs to retain this Confidential Information (a) as evidence in relation to the performance of the Agreement, (b) to comply with applicable laws or (c) in relation to legal proceedings.

7.5. The confidentiality obligations set out in this Section 7 remain in force and effect for as long as the receiving party has the disclosing party's Confidential Information in its possession or under its control.

8. (PERSONAL) DATA PROCESSING

8.1. With respect to personal data that are processed through the Platform, FloodTags is a controller and, where Client also processes personal data through the Platform, e.g. User data and Social Media User data, it does so as a controller. With respect to these personal data, the Client and FloodTags agree that: (a) they shall each use the personal data for their own purposes, taking into account that Client shall only process Social Media User data for the purpose of using the Platform (i.e. detection of floods, extreme weather conditions and responding to this) and within the limitations set by the relevant Third-Party Service Provider and FloodTags shall only process User data for the purposes set out in its privacy policy and purposes compatible with those purposes (which may include amongst others sharing personal data of Authorized Users with government authorities as required), (b) they are each responsible for informing the relevant data subjects in accordance with the GDPR, (c) they are each responsible for responding to the relevant data subjects' requests in accordance with the GDPR and shall forward requests for which the other party is controller to such other party without undue delay, (d) if a personal data breach occurs with respect to such personal data, they shall consult each other without undue delay to determine the actions to be taken but they are each responsible for notifying personal data breaches with respect to such personal data to the relevant data protection authorities and relevant data subjects, if required, in their own name, whereby it is agreed that data breaches that occur as a result of unauthorized access to an Account which is not caused by FloodTags, are to be notified by the Client, (e) they shall each conclude data processing agreements with their processors and (f) they are each responsible for complying with the other obligations pursuant to the GDPR.

8.2. Client and FloodTags agree that if the use of the Platform is regarded as a Restricted Transfer (meaning: the access by Authorized Users from outside the EEA) and/or if FloodTags shares information which includes personal data e.g. in reports, with the Client outside the EEA, such Restricted Transfer is subject to the appropriate Standard Contractual Clauses for controller to controller transfers, taking into account that (a) the optional clauses do not apply, (b) the governing law is the laws of the Netherlands, (c) disputes are resolved before the courts of the Netherlands, (d) Annex 1 to these Terms of Service and FloodTags description of its security standards (available in the Administrator Account) and for the remainder the information relating to the parties indicated in the Agreement shall be deemed inserted in the (relevant annexes to the) Standard Contractual Clauses, (e) in the event that any provision of this clause contradicts the Standard Contractual Clauses, the Standard Contractual Clauses prevail.

8.3. Client represents and warrants that neither Client nor any Authorized User will transmit, upload, collect, manage, or otherwise process any Sensitive Information through the Platform. Client acknowledges and agrees that FloodTags is not liable for any damages that may result from Client's use of the Platform in transmitting, uploading, collecting, managing, or otherwise processing any Sensitive Information.

8.4. Client can export a copy of selected data from the Platform within the limitations of what is allowed by Third-Party Service Providers. Such data export may contain Confidential Information and/or personal data. By initiating a data export, Client acknowledges and agrees that FloodTags is not responsible for, and shall have no liability related to, the security of the information (including personal data) contained in the data export or compliance with any applicable law or regulation in relation thereto.

9. INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT

9.1. FloodTags grants the Client a limited right to use the Application as set out in the Agreement and herein. Client does not have any other rights and FloodTags reserves to itself and its licensors all Intellectual Property Rights, title and interest in relation to the Application and the Services, except as expressly granted in the Agreement.

9.2. The Intellectual Property Rights with respect to Client Content created by Authorized Users when using the Platform which is not Client's Confidential Information, as well as any suggestions, recommendations or other feedback with respect to the Platform that FloodTags receives from Client (including its Authorized Users) shall vest in FloodTags. Client hereby irrevocably, unconditionally assigns these Intellectual Property Rights, current and future, to FloodTags free of charge in their most complete form and agrees to provide the assistance requested by FloodTags, including without limitation, signing further documents, in order to further formalize this transfer of Intellectual Property

Rights. Should the above assignment of Intellectual Property Rights be invalid for whatever reason, Client hereby grants FloodTags an unlimited, royalty-fee, transferable, sublicensable, worldwide, perpetual, shareable, irrevocable right to use, amend, delete, replicate, and publish the relevant Client Content and feedback and the like as part of and in the context of the Platform as well as the irrevocable power of attorney to pursue any third party infringement on such Intellectual Property Rights. FloodTags grants the Client a limited, non-exclusive, non-transferable, non-sublicensable, worldwide, perpetual and free of charge right to use such Client Content and feedback and the like for the Client's own business purposes.

9.3. Client acknowledges and agrees that FloodTags may aggregate Client Content and other data and information resulting from Client's use of the Services into Statistical Usage Data. On creation, FloodTags owns all Intellectual Property Rights in the Statistical Usage Data and FloodTags may use the Statistical Usage Data for any purpose, including without limitation in order to improve the Application, to improve other products and for customer service purposes, such without a duty of accounting to Client.

9.4. If Client is prohibited from using the Application or parts thereof based on an allegation that the Application infringes any third party Intellectual Property Rights (including a Claim), or if FloodTags reasonably determines that such prohibition is likely, FloodTags reserves the right to, at its sole expense and option: (a) obtain for Client the right to use the allegedly infringing parts of the Application; (b) modify the allegedly infringing parts of the Application so as to render them non-infringing without substantially diminishing or impairing their functionality; or (c) replace the allegedly infringing parts of the Application with non-infringing items of substantially similar functionality. If FloodTags determines that the foregoing remedies are not commercially reasonable, then FloodTags may terminate the Agreement, in whole or in part, without liability and will provide a prorated refund to Client for any prepaid unused fees received by FloodTags for the use of the Application. This Section 9.4 sets out FloodTags' sole and exclusive liability and Client's sole and exclusive remedy, for the actual or alleged infringement of any third-party Intellectual Property Right by the Application.

9.5. FloodTags will have no obligation under Section 9.4 for any infringement to the extent this arises out of (a) use of the Application in combination with other products or services if such infringement would not have arisen but for such combination; (b) any aspects of the Application that are provided to comply with designs, requirements, or specifications required by or provided by Client, if the alleged infringement would not have arisen but for the compliance with such designs, requirements, or specifications; (c) use of the Application by Client for purposes not intended or outside the scope of the rights granted to Client; (d) Client's failure to use the Application in accordance with written instructions provided by FloodTags, if the infringement would not have occurred but for such failure; or (e) any modification of the Application not made or authorized in writing by FloodTags where such infringement would not have occurred absent such modification.

10. CLIENT INDEMNIFICATION

10.1. Client will defend FloodTags, and hold each of its respective officers, directors, employees, agents, successors and assigns harmless from any actual or threatened third party Claim arising out of or based upon (a) Client's breach of any of its obligations under the Agreement and/or these Terms of Service, including any non-compliance with the GDPR in relation to its use of the Platform, (b) Client's use of a Third-party Service outside the Platform, (c) any of the exclusions stated in Section 9.5, or (d) Claims stated in Section 11.6, and indemnify and hold harmless FloodTags from all damage, fines, costs, and attorneys' fees with respect to such Claim and all amounts that FloodTags agrees to pay to any third party to settle any such Claim.

11. LIMITATIONS OF LIABILITY

11.1. FloodTags makes no representation or warranty of any kind. FloodTags expressly disclaims all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement on its behalf and on behalf of its licensors. FloodTags cannot guarantee the Services meet all legal requirements. FloodTags relies on third-party data sources for information and therefore does not warrant that any information provided through the Services is accurate or complete or that any information provided

through the Services or third party data will always be available. FloodTags disclaims all liability for any malfunctioning, impossibility of access, or poor use conditions of the Services due to inappropriate equipment, disturbances related to internet service providers, to the saturation of the internet network or any other error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user communications, use by Client of reports, advice or other materials submitted by FloodTags to Client, late delivery, problems related to the Third-party Services or other third parties, problems related to the Services or its use, loss of personal content on the websites not within FloodTags' reasonable control.

11.2. Taking into account the disclaimed liabilities set out in Section 11.1, FloodTags' liability is limited to the following types of damage: (a) damage caused directly by the event that causes the damage ('direct damage'), (b) the reasonable and evidenced costs made to recover lost or damaged data; (c) the reasonable and evidenced costs incurred to avoid or limit the above types of damage; (d) the reasonable and evidenced costs incurred to establish the cause and extent of the above types of damage.

11.3. FloodTags will not, under any circumstances, be liable, on any ground whatsoever for any other types of damage, including without limitation consequential, incidental, indirect, special, exemplary, enhanced, or punitive damages arising out of or related to the Platform, including but not limited to lost profits, revenue, business, or data, business interruption, loss of goodwill or reputation, third-party Claims, regardless of whether the Client or FloodTags is apprised of the likelihood of such damages occurring or any losses or damages were otherwise foreseeable.

11.4. Under no circumstances will the aggregate liability of FloodTags for any kind of cost or damage arising out of or related to the Agreement, (including but not limited to warranty claims), exceed the total amount paid to FloodTags under the applicable Agreement during the twelve (12) months preceding the event giving rise to the Claim, such with an aggregate maximum of € 5.000 (five thousand euros) for all Claims under the Agreement, or, where the Agreement is a demo subscription Agreement (which is free), an amount of € 250 (two hundred and fifty euros).

11.5. The above limitations do not apply in case: (a) the damage is caused by the intent or gross negligence of FloodTags' management; (b) the damage is a result of death or injury, in which case the liability is limited to EUR 500,000 (five hundred thousand euro) per event, taking into account however that FloodTags can never be held liable for damage as a result of death or injury that is caused by external circumstances such as floods, mudslides or other weather conditions and that FloodTags management can never be held personally liable.

11.6. Client accepts that FloodTags cannot be held directly liable towards Authorized Users. Any Claims from Authorized Users must therefore be directed at Client and any ensuing Claims from Client towards FloodTags are governed by this Section 11. Therefore, if FloodTags receives a direct Claim from any Authorized User, Client shall indemnify and hold harmless FloodTags from such Claim pursuant to Section 10.

11.7. Liability on the part of FloodTags can only arise if Client immediately and satisfactorily issues FloodTags with a written (this also includes email) notice of default, providing a reasonable period for the rectification of the failure and the FloodTags continues to fail attributably in the performance of its obligations even after this period. The notice of default shall contain a description of the default that is as detailed as possible so that FloodTags is in a position to respond effectively.

11.8. The party that has suffered damage must notify this to the other party within two (2) months after having become aware of the damage. The Claim will expire if it has not been instituted against the other party within twelve (12) months after having become aware of the damage or after the moment the relevant party should have reasonably become aware of the damage.

12. GENERAL

12.1. Client represents and warrants that it is not named on any denied-party list anywhere in the world and breach of this warranty grants FloodTags the right to terminate the Agreement without notice and without liability. Client shall not permit any Authorized Users to use the Services in an embargoed country or in violation of any Dutch or other applicable export law or regulation. Each party represents and

warrants that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value in connection with the Agreement (excluding any reasonable gifts and entertainment provided in the ordinary course of business).

12.2. The Client gives prior consent to FloodTags for assigning its rights and obligations ensuing from the Agreement (including for the avoidance of doubt, these Terms of Service) to its successor by way of merger, acquisition or sale of assets.

12.3. FloodTags may utilize one or more subcontractors or other third-parties to perform its obligations under the Agreement.

12.4. When the term 'including' is used in these Terms of Services, what follows thereafter is not deemed to be a limitative enumeration. Where the term 'third party' and the like is used, this does not exclude natural persons, unless explicitly indicated otherwise. Where the term 'use of the Application' is used, this also includes access to the Application and vice versa.

12.5. Any official notice under the Agreement must be sent to FloodTags by email to legal@floodtags.com, with evidence of receipt. Any notices under the Agreement that are sent to Client shall be sent via email to the then current Administrator Account. Either party may change its address for receipt of notice by notice to the other party in accordance with this section. Notices are deemed given one business day following the date on which the email or notification in the Administrator Account was sent.

12.6. The waiver by either party of any breach of any provision of the Agreement and/or these Terms of Service does not waive any other breach or provision.

12.7. If any part of the Agreement and/or these Terms of Service is found to be illegal, unenforceable, or invalid, the remaining portions of the Agreement respectively the Terms of Service will remain in full force and effect. If any material limitation or restriction on the use of the Services is found to be illegal, unenforceable, or invalid, Client's right to use the Services will immediately terminate.

12.8. FloodTags may, in FloodTags' sole discretion, audit Client's compliance with the Agreement and/or these Terms of Service provided that one audit may be conducted in any twelve-month period or more often if FloodTags has well founded reason to suspect non-compliance with the Agreement. Client shall reasonably cooperate with FloodTags' audit and provide access to records, equipment, information and personnel requested by FloodTags related to Client's use of the Services. If such audit reveals that Client is not using the Services in accordance with the terms and conditions of the Agreement and/or these Terms of Service, without limitation of FloodTags' other rights and remedies (a) Client shall promptly cease such unauthorized use and/or take such other action as is necessary to comply with the Agreement; (b) FloodTags may invoice Client to pay the amounts necessary to rectify any underpayments, increased with 200% (two hundred percent) and with interest for the underpayment; (c) FloodTags may recover the costs of the audit from Client if the audit determines that Client's underpayment equals or exceeds five% (5 percent) for any calendar quarter during the Subscription Term or that Client breached a material obligation under the Agreement; and (d) terminate or rescind the Agreement without liability.

12.9. FloodTags may amend these Terms of Service. FloodTags will notify (notice within the Application to be deemed sufficient) Client and direct Client to the new version of the Terms of Service in advance, taking into account a two (2) week notice period.

12.10. FloodTags is not bound by, and specifically objects to, any term, condition, or other provision that is referred to by Client, regardless of FloodTags' failure to object thereto.

12.11. Section 1 (Definitions), Section 3 (Use of the Services, save for the rights granted by FloodTags), Section 4 (Third-Party Services), Section 5 (Fees and Payment with respect to amounts not paid by Client), Section 6.4-6.6 (Post-Termination Obligations), Section 7 (Confidentiality), Section 8 (Warranties and Disclaimer), Section 10 (Client Indemnification), Section 11 (Limitation of Liability), Section 12 (General) and Section 13 (Governing Law and Disputes), as well as any provisions that can be used to explain the meaning of the Agreement, will survive the termination of the Agreement.

13. GOVERNING LAW AND DISPUTES

13.1. The Agreement and these Terms of Service are governed exclusively by the laws of the Netherlands, without reference to its conflicts of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods.

13.2. The Client agrees that article 6:227b paragraph 1 and 6:227c of the Dutch Civil Code do not apply and the Client waives any right it may have to rescission or annulment (*'vernietiging'*) under Article 6:227b paragraph 4 and / or paragraph 5 of the Dutch Civil Code as well as Article 6: 227c paragraph 2 and / or paragraph 5 Dutch Civil Code.

13.3. Both parties agree to submit to the exclusive jurisdiction of the courts located in The Hague, the Netherlands for the purpose of resolving any dispute relating to the Agreement or the relationship between the parties.

ANNEX I: DATA PROCESSING DESCRIPTION

Categories of data subjects whose personal data is transferred:	The personal data concerns (i) users of Third-Party Services who post personal data on the Third-Party Services and which becomes accessible to Client through its use of the Platform. (ii) personal data of Users of the Platform.
Categories of personal data transferred:	(iii) Social media profile data (the specific types of personal data collected are dependent on each social network, but typically include username, profile picture, and first/last name if provided), geographic location, usage, social media content and engagement. (iv) User data (typically name, username, password, telephone number and personal data in messages sent through the use of the Platform).
Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved:	Client does not intentionally collect or transfer any sensitive personal data in relation to these data subjects.
The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis):	Continuous for the duration of the Agreement.
Nature of the processing:	Client (its Users) will view the personal data (e.g. social media posts, User data of other Users) when using the Platform and may add information (labels, annotations, messages) to the Platform at its discretion. FloodTags may share limited personal data of Social Media Users and Users in analyses information, e.g. reports, sent to the Client.
Purpose(s) of the data transfer and further processing:	For Client to be able to use the Platform (e.g. for detection of floods and extreme weather conditions and responding to this).
The period during which the personal data will be retained, or, if that is not	The personal data are retained by FloodTags in the Platform during the term of the Agreement (and thereafter, with respect to Social Media data for as long as it is necessary for the provision of its

possible, the criteria used to determine that period:	services to other customers). Annotations and labels etc. added to the Platform by Users will be stored anonymously in the Platform after the Agreement has ended. Messages sent through the Platform are stored anonymously.
For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing:	N/A, this concerns a transfer from FloodTags to Client by allowing Client access to the Platform outside the European Economic Area and, as applicable, sharing analyses information with Client.
Competent Supervisory Authority FloodTags	Autoriteit Persoonsgegevens
Security Measures implemented by FloodTags	See document security standards (available in Administrator Account)