



SELLIGENT MARKETING CLOUD SPECIFIC TERMS FOR "CORTEX" AND "SITE"

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SPECIFIC TERMS FOR “SELLIGENT CORTEX” AND “SITE”

(Online as of October 31, 2019)

1. DEFINITION

Unless otherwise defined herein, any defined term shall have the meaning ascribed to it in the Agreement. “**Public Cloud**” or “Google App Engine”, “Google Kubernetes Engine” or “Google Cloud Pub/Sub”, as the case may be, refers to Google cloud’s storage and computing capacity offered by Selligent to Client as part of the Site, Smart Content, Send-Time Optimization and Smart Audience Services to track audience behavior.

“**Private Cloud**” refers to Selligent’s storage and computing capacity offered as part respectively of the Site, Smart Content, Send-Time Optimization and Smart Audience Services.

2. DATA STORAGE

Client Data stored in the Private Cloud are hosted within the European Union. Client Data stored in the Public Cloud are hosted within the European Union but may be stored transiently or cached in any country in which Google or its agents maintain facilities in accordance with the Service Specific Terms of Google App Engine and Google Kubernetes Engine (<https://cloud.google.com/terms/service-terms>). By using the Site, Smart Content, Send-Time Optimization or Smart Audience Services, Client acknowledges and agrees to the processing and storage of Client Data in the Public Cloud in accordance with Google’s Data Processing and Security Terms (<https://cloud.google.com/terms/data-processing-terms>). In case Client should export (or instructs to export) to the Public Cloud any Client Data considered as personal data under applicable data protection law and hosted by default in the Private Cloud, Client shall assume full responsibility for such export and ensure beforehand that all obligations owed as data controller have been followed or otherwise adhered to. Selligent shall not bear any liability related thereto.

3. SPECIFIC TERMS AND CONDITIONS

Client acknowledges that the Site, Smart Content, Send-Time Optimization and Smart Audience Services rely partly on services provided by Google at the time of ordering the Site, Smart Content, Send-Time Optimization and Smart Audience Service and shall adhere to the Google Cloud Platform Acceptable Use Policy (<https://developers.google.com/cloud/terms/aup?hl=en-EN>), as amended from time to time, which are hereby incorporated by reference as part of these Specific Terms. Client further acknowledges that any subcontractor of Selligent for respectively the Site, Smart Content, Send-Time Optimization or Smart Audience Services, including Google, may request that Selligent changes or updates the terms and conditions on its own clients using the respective Services, including Client. Selligent will promptly notify Client of any such changes or updates to the terms and conditions. Any such changes or updates will become effective fifteen (15) days after such notification has been given. During this fifteen (15) day period, Client has the right to terminate the Site, Smart Content, Send-Time Optimization or Smart Audience Service, as the case may be, specifically by written notice with acknowledgement of receipt. Following this fifteen (15) day period, the Client loses such termination right.

In case Client or Client Data violate these Specific Terms or any subcontractors’ terms and conditions, including Google’s Acceptable Use Policy, or in case of any unauthorized access to the Site, Smart Content, Send-Time Optimization or Smart Audience Services, Selligent reserves the right to immediately suspend access to or the use of the Site, Smart Content, Send-Time Optimization or Smart Audience Service, as the case may be, and/or to remove the applicable Client Data. Notwithstanding the limitations set forth in the SSA, Client will indemnify, defend and hold Selligent and its subcontractors harmless from and against any and all liabilities, damages, and costs, including settlement costs and reasonable attorney’s fees, arising out of any third-party claim based on such violation.

4. WARRANTIES

SELLIGENT OFFERS NO WARRANTIES AND THE SELLIGENT SUPPORT AND SERVICE LEVEL AGREEMENT IS NOT APPLICABLE FOR THE PUBLIC CLOUD. For any issue encountered with the Public Cloud, Selligent will provide support services to the extent commercially reasonable and Client will use the reporting channels set out in the Selligent Support and Service Level Agreement to report any such issues to the Selligent Support Team.

5. TERMINATION AND/OR SUSPENSION

The term of these Specific Terms shall be co-terminus with the term of the Agreement. Should the Agreement terminate, these Specific Terms will also terminate as part of the Agreement. In case any agreement between Selligent and its subcontractor terminates or is suspended respectively for the Site, Smart Content, Send-Time Optimization or Smart Audience Service, for whatever reason, parties agree that the Site, Smart Content, Send-Time Optimization or Smart Audience Service, as applicable, will also automatically terminate to the same extent, without any court intervention or indemnity or be suspended. Selligent cannot guarantee any notice period but will inform Client as soon as possible in the event the Site, Smart Content, Send-Time Optimization or Smart Audience Service is terminated or suspended.