

## **ClearMedia Developer Agreement**

### **Real Time Crowd Management Specific Terms and Conditions**

Proxi mus has developed a Real Time Crowd Management REST API (the “RTCM API”) that enables the selection, ordering, generation and delivery of data in real time (the “RTCM Data”) (all together referred to as “the Service”).

The distribution of the Service is operated by ClearMedia, a Proxi mus Group Company, through the online marketplace web portal developed and operated by ClearMedia (hereafter the “EnCo Market Place”). Any individual or entity who wishes to access and make use of the Real Time Crowd Management (the Developer) has to conclude a ClearMedia Developer Agreement with ClearMedia who will act as sole contracting party of the Developer.

This document constitutes the Specific Terms and Conditions to the EnCo Market Place General Terms and Conditions included in the Developer Agreement between ClearMedia and the Developer.

In order to access and make use of the Service, Developer must first agree to be bound by these Terms and Conditions, by either clicking to accept or agree to these Terms and Conditions where this option is made available to Developer, by registering on the EnCo Market Place or actually using the Service. The terms of the Developer Agreement concluded between ClearMedia and the Developer (including the general terms and conditions) apply to the Service acquired by the Developer on the EnCo Market Place except if provided otherwise in the present Specific Terms and Conditions. Where Developer is a legal person, the representative declares that it is legally entitled and authorized to act on behalf of Developer.

#### **1. Service Description**

The Service consists of the generation of aggregated data in near real time (the “RTCM Data”), and makes a web portal (hereafter “the EnCo Market Place”), available to the Developer for the selection, ordering and delivery of the RTCM Data. The RTCM Data are based on a anonymous and aggregated data from the Proxi mus mobile services network. The Developer receives the necessary access to the EnCo Market Place. The RTCM Data is built on the basis of two components indicated by the Developer on the online page: a specific, desired location (target area); a certain time period. The Developer indicates in the payment plan the desired streaming period and time interval (streaming data every X minutes). In case of selection of a target area on the basis of API comments or through the usage of visual page, the area that will be selected will approximately match with the administrative borders related to the post code. The data will be enriched with bins covering the selected area. The size of the bins will differ according to the area size. The Developer introduces his preferences on the EnCo Market Place and thereafter the requested RTCM Data will be generated and streamed. The RTCM data streamed to an endpoint specified by the Developer through the RTCM API will contain the approximative number of persons detected in the selected time period in the selected area and subdivided in National users and International users. The Developer can use the RTCM Data to its own interpretation within the limits of these Specific Terms & Conditions and the ClearMedia Developer Agreement.

#### **2. Term**

As deviation to the General Terms and Conditions, this Agreement enters into effect as from the day that ClearMedia accepts Developer’s order and ends after the complete execution of the Service, unless terminated earlier in accordance with the terms of the Agreement. No tacit renewal shall take place.

The Service is deemed to be completely executed at the moment of delivery of the ordered RTCM Data that have been accepted by ClearMedia.

#### **3. Rights and Obligations of the Customer**

3.1. As part of the Service, the Developer will be granted access to the EnCo Market Place in order to use it for the selection, ordering and delivery of RTCM Data.

3.2. The Developer shall ensure that his login and password are kept confidential and that he only grants authorized persons access to his account on the EnCo Market Place. The Developer shall comply with any other security or technical standards imposed by ClearMedia and its supplier Proxi mus from time to time in connection with the EnCo Market Place. ClearMedia and its supplier Proxi mus cannot verify whether access requests and the use of the EnCo Market Place are legitimate and declines any responsibility for any consequences resulting from fraudulent access and use. The Developer shall immediately inform ClearMedia in writing of any changes to the identification data of the authorized persons.

3.3. The Internet access to the EnCo Market Place is not included in the Service.

- 3.4. The Developer undertakes not to (and not to allow third party including any user, to ) (i) use the Service or any portion thereof (including EnCo Market Place), except as expressly authorized by this Agreement; (ii) make copies of the Service except as expressly authorized by this Agreement; (iii) use the Service on any unauthorized equipment ; (iv) use the Service in any way that may damage, impair or disable the operation of the Service or other ClearMedia or Proximus services ; (v) modify the Service or create derivative works based on the Service, reverse engineer or decompile, decrypt, disassemble or reduce the Service to human-readable form, except as allowed by law; (vi) alter any proprietary notices or legends contained in or on the Service; (vii) use the Service in breach of other parties' rights.
- 3.5. All RTCM Data in the framework of the Service are created in good faith on the basis of information available at the time of the creation of the RTCM Data.
- 3.6. All the copyright and other intellectual property rights, including the sui generis data base right, related to the Service and the RTCM Data belong to ClearMedia or its supplier Proximus. The Developer is granted a non-exclusive and non-transferable licence, not limited in time, to use the RTCM Data for the Developer's internal purposes only. The Developer is not allowed to pass on the RTCM Data to third parties or to the public without prior written agreement of ClearMedia and its supplier Proximus. The Developer is allowed to show the RTCM Data to his advertisers for his own business purposes. The Developer has under this license no other rights than the ones specified in this Agreement. ClearMedia and its supplier Proximus disclaim any liability for any use of the RTCM Data by a third party.
- 3.7. If the Developer sends no written objections to ClearMedia within 5 Business days of the date of receipt of the RTCM Data, ClearMedia assumes the RTCM Data is definitively and irrevocably accepted by the Developer. In case of objection, the written notice must explain in detail how the Service does not meet the required level of performance. The Parties will make all reasonable efforts to resolve reported and recognized problems.
- 3.8. The Developer is not allowed to proceed to a re-identification of persons on the basis of the RTCM Data provided by ClearMedia.
- 3.9. If the Developer stops the streaming of the RTCM Data earlier than its chosen payment plan, the Developer will pay the chosen payment plan fully and cannot seek for any compensation from ClearMedia.

#### **4. Rights and Obligations of ClearMedia.**

- 4.1. ClearMedia undertakes, on a reasonable effort basis, to ensure the availability and accessibility of the Service. However, the Developer acknowledges knowing, understanding and accepting the Internet and its limits, in particular its functional characteristics and its technical performance, the risk of interruption, the response time for consulting, examining or transferring information, risks, whatever they may be, inherent to any Internet data transmission.
- 4.2. ClearMedia shall start streaming the data after receiving of the payment and shall use its reasonable efforts to deliver the RTCM Data to the Developer within the chosen time period and interval as from the entry into effect of the Agreement depending on RTCM Data creation parameters. If the RTCM Data is not delivered on time, there will be no compensation made to the Developer. The EnCo Market Place is operated on a reasonable effort basis. No guarantee can be provided on the availability and accessibility of the EnCo Market Place and the RTCM API. Developer cannot seek any compensation in case of unavailability or inaccessibility of the EnCo Market Place. ClearMedia is doing its best efforts to make the RTCM Data as accurate as possible. At the same time the creation of the RTCM Data is for ClearMedia an obligation of means, not an obligation of results.
- 4.3. The RTCM Data make use of the location data generated by Proximus mobile telecommunications network. In order to respect the privacy of its mobile services' users and to comply with privacy laws, ClearMedia will only provide RTCM Data containing a nonymous and aggregated data on groups of at least 30 persons. There is no separate data possible on groups of less than 30 persons. All the data on groups of less than 30 persons will be merged into a single category.
- 4.4. In order to reduce the risk of abusive, abnormal or illegal use of the RTCM Data, ClearMedia and Proximus are entitled to take any appropriate measures, including (but not limited to) the logging of the RTCM Data requests, the prior validation of the RTCM Data, API calls, etc. In case of any reasonable doubt, ClearMedia and Proximus can refuse to deliver the requested RTCM Data.

- 4.5. The raw individual data used to create the RTCM Data, are the property of Proxi mus and cannot be made available to the Developer.
- 4.6. ClearMedia shall use its reasonable efforts to inform the Developer upfront when maintenance works are planned on the EnCo Market Place for unavailability. The Developer can be informed by mail or by a planned maintenance message on the EnCo Market Place.
- 4.7. ClearMedia has the right to adapt at any moment the content and the characteristics of the RTCM Data in case this would be required by the Data Protection Authorities.

## **5. Liability and Indemnity**

- 5.1. As deviation to the General Terms and Conditions, ClearMedia's liability towards the Developer shall, in no event exceed an amount of Euro 2.500, 00 per contract. This limitation does not apply in the event of physical harm or death caused by ClearMedia.
- 5.2. The re-identification of persons based on the RTCM Data is not allowed. The Developer agrees to indemnify ClearMedia and its Supplier Proxi mus and keeps and hold ClearMedia harmless from any claim, settlement, action, damages, costs and expenses (including reasonable attorneys' fees) that ClearMedia and its supplier Proxi mus may occur as a result of Developer's failure to comply with this article.
- 5.3. The Developer shall indemnify ClearMedia against and hold ClearMedia harmless from any claims, settlements, actions, damages, costs (including reasonable attorneys' fees) and expenses that ClearMedia may occur as a result of illegal use of the RTCM Data and/or the Service.
- 5.4. ClearMedia shall not be held liable for changes it has to bring to the content and the characteristics of the RTCM Data in case this would be required by the Data Protection Authorities.