

SPOTZI TERMS & CONDITIONS

Version: 2026

Effective Date: September 1, 2026

1. GENERAL

1.1 Applicability

These Terms & Conditions ("Terms") apply to all services, software, data, maps, APIs, dashboards, analyses, tools and other products or services provided by Spotzi ("Services") to the customer identified in the applicable order form, quotation, proposal, subscription, confirmation or other written agreement ("Client").

The agreement between Spotzi and Client consists of these Terms together with the applicable order form, quotation, subscription agreement, proposal, statement of work or other written agreement between the parties (the "Agreement").

1.2 Acceptance

By signing an Agreement, placing an order, subscribing to the Services or using the Services, Client accepts these Terms.

Client's purchase order or other terms and conditions shall not apply unless expressly accepted by Spotzi in writing.

1.3 Order of precedence

In the event of a conflict between documents forming the Agreement, the following order of precedence applies:

1. a signed written agreement specifically negotiated between Spotzi and Client;
2. the applicable Order Form or Statement of Work;
3. the applicable Data Processing Agreement ("DPA"), but only with respect to the processing of Personal Data and;
4. these Terms.

1.4 Business customers

The Services are provided on a business-to-business basis. These Terms are intended for customers acting in the course of their business or profession.

2. TERM AND SUBSCRIPTION

2.1 Subscription term



Unless otherwise specified in the applicable Agreement, a subscription begins on the date the Services are made available to Client and continues for twelve (12) months ("Initial Term").

2.2 Automatic renewal for recurring contracts

Unless otherwise agreed in writing, the Agreement automatically renews for successive twelve (12) month periods ("Renewal Term").

Client may terminate the Agreement for convenience by providing written notice at least three (3) months before the end of the then-current Initial Term or Renewal Term.

If Client does not provide timely notice, the Agreement automatically renews for another twelve (12) month period.

2.3 Trial periods

Where Spotzi provides a trial or test subscription, the applicable Agreement will specify the trial period and any conditions applicable to the trial.

Unless otherwise agreed in writing, a trial does not create an obligation to enter into a paid subscription.

2.4 Projects

Where Services are explicitly provided as a one-time project, the scope, duration, deliverables and payment terms will be specified in the applicable Agreement.

A one-time project does not create an ongoing subscription unless expressly agreed otherwise.

2.5 Offers

Unless expressly stated otherwise, quotations, proposals and other offers made by Spotzi are non-binding.

Where an offer contains a specific validity period, that period applies.

3. SERVICES

3.1 Provision of Services

Spotzi will provide the Services described in the applicable Agreement.

Spotzi may use third-party infrastructure, data providers, APIs, hosting providers, geocoders, webcrawlers and other service providers in providing the Services.

3.2 Non-exclusive Services

The Services are provided on a non-exclusive basis. Spotzi remains entitled to provide the same or similar Services, data, technology or functionality to other customers.

3.3 Changes to Services



Spotzi may improve, update or modify the Services from time to time.

Spotzi will use reasonable efforts not to materially reduce the core functionality of the Services during an active subscription term.

Spotzi may discontinue a feature where it is no longer commercially or technically viable, provided that Spotzi will use reasonable efforts to provide a suitable alternative where the discontinued feature is material to the Services.

3.4 Third-party services and data

Certain Services may depend on or contain data, APIs, maps, geocoding services, webcrawling services, governmental data, location data or other information supplied by third parties.

Spotzi does not guarantee the quality, completeness, accuracy, currency or continued availability of data obtained through third-party services over which Spotzi has no control.

If a material third-party data source or service that is essential to a particular Service can no longer reasonably be provided, Spotzi may discontinue the affected Service.

Where the affected Service can no longer reasonably be replaced, either party may terminate the affected Service. Any prepaid fees relating to the unused portion of the affected Service will be credited or refunded on a pro-rata basis.

3.5 Accuracy of location and statistical data

Client acknowledges that the accuracy and reliability of certain Services may depend on factors outside Spotzi's reasonable control, including the availability, quality and accuracy of GPS, mobile location and other location-based technologies, statistical models and third-party data.

Spotzi uses commercially reasonable efforts to provide accurate and reliable Services but does not warrant that data will be completely accurate, complete, current or suitable for every particular purpose unless expressly stated otherwise in the applicable Agreement.

4. LICENSE AND ACCESS

4.1 License

Subject to Client's compliance with the Agreement and payment of applicable fees, Spotzi grants Client a limited, non-exclusive, non-transferable right during the Term to access and use the Services for Client's business purposes.

No ownership rights in the Services or Spotzi Data are transferred to Client.

4.2 Authorized users

Unless otherwise specified in the applicable Agreement, Client may authorize up to five (5) individual users within the Client organization to access and use the Services ("Authorized Users").

Each Authorized User must use individual login credentials. Credentials may not be shared between individuals.

Additional users may be licensed by agreement with Spotzi.

4.3 Legal entity

The license is granted only to the legal entity identified as Client in the applicable Agreement.

A parent company, subsidiary, sister company or other affiliated legal entity may use the Services only if expressly included in the applicable Agreement or separately licensed by Spotzi.

4.4 Credentials

Client is responsible for maintaining the confidentiality of its login credentials and for all activity conducted through its Authorized Users' accounts, except to the extent caused by Spotzi's failure to maintain appropriate security measures.

Client must promptly notify Spotzi if it becomes aware of unauthorized access to an account.

4.5 Serious violations

Spotzi may immediately suspend or terminate the relevant license where Client commits a serious or repeated violation of the permitted use of the Services, including unauthorized distribution, public dissemination, systematic extraction of Spotzi Data or other material misuse.

5. USE OF SPOTZI DATA, OUTPUTS AND DERIVED INSIGHTS

5.1 Spotzi Data

"Spotzi Data" means data, datasets, maps, databases, statistics, audience segments, location data, geospatial data, models, methodologies and other data or information provided by Spotzi or its licensors as part of the Services.

Spotzi and/or its licensors retain all right, title and interest in and to Spotzi Data and the Services, including all intellectual property rights.

5.2 Spotzi Outputs

"Spotzi Outputs" means outputs, analyses, visualisations, scores, profiles, statistics, reports, recommendations, maps, results, audience selections, planning results and other information generated by or through the Services.

5.3 Permitted commercial use of Outputs

Client may freely use Spotzi Outputs and insights derived from the Services for its own business purposes and in connection with services provided to its own clients, customers and business partners.

This includes, without limitation, use of Spotzi Outputs in:

- APIs;
- client proposals;
- campaign planning;
- media planning;

- reports;
- presentations;
- dashboards;
- recommendations;
- consulting services;
- marketing and communications;
- internal analyses;
- client deliverables; and
- other commercial activities.

Client may provide Spotzi Outputs and derived insights to its clients and other third parties.

Such use does **not** constitute resale or redistribution of Spotzi Data and services.

5.4 Protection of underlying Spotzi Data

Client may not:

- a. sell, license or distribute Spotzi Data as a standalone data product;
- b. provide third parties with access to Spotzi's underlying raw datasets where such access is not expressly included in the Services;
- c. systematically extract, reproduce or reconstruct Spotzi Data;
- d. use the Services to create or operate a competing database, data product or data service; or
- e. circumvent technical restrictions designed to protect Spotzi Data.

For the avoidance of doubt, Client's use of Spotzi Outputs or derived insights as an input to Client's own products, services, analyses, recommendations or commercial activities is expressly permitted.

5.5 Restricted downloads

Client may not access, download or otherwise circumvent a dataset or other data that Spotzi has intentionally made unavailable for download through the Services.

5.6 API use

Where Client has access to the Spotzi API, Client may use the API within the technical, volume and usage parameters reasonably applicable to the Client's subscription and the intended purpose of the API.

Client shall not overload, abuse, excessively query or otherwise use the API in a manner that materially interferes with the operation, performance or availability of the Services or other customers' use of the Services.

Where Spotzi reasonably determines that API usage is excessive or adversely affects the Services, Spotzi may contact Client to agree reasonable usage parameters and, where necessary to protect the Services, temporarily restrict or suspend the affected API access.

Client is responsible for designing and operating its API integration appropriately.

If Client's API use exceeds reasonable or agreed usage parameters and this results in data loss, corruption or incomplete processing, Spotzi shall not be liable for such data loss or corruption to the extent caused by Client's excessive or inappropriate API use.

5.7 Automated extraction

Client may not use automated processing, scraping or other technical means to extract Spotzi Data from interfaces, maps or other parts of the Services for the purpose of accessing source data, reconstructing datasets or circumventing technical protections.

This restriction does not prevent Client from using an API or other functionality expressly provided by Spotzi for automated processing within the scope of the applicable Agreement.

6. CLIENT DATA

6.1 Definition

"Client Data" means any data, files, information, records or other content uploaded, submitted or otherwise provided to Spotzi by or on behalf of Client.

6.2 Ownership

Client retains all right, title and interest in and to Client Data.

Nothing in the Agreement transfers ownership of Client Data to Spotzi.

6.3 License to Spotzi

Client grants Spotzi a limited, non-exclusive right to host, store, reproduce, process and otherwise use Client Data to the extent reasonably necessary to:

- a. provide the Services;
- b. operate, maintain and support the Services;
- c. comply with Client's documented instructions;
- d. maintain security and prevent fraud, abuse or unauthorized use; and
- e. comply with applicable law.

Spotzi will not sell Client Data or use Client Data as a commercial data product for Spotzi's own purposes.

6.4 Aggregated and anonymized information

Spotzi may create and use information derived from the use of the Services where such information has been aggregated or anonymized so that it does not identify Client, an individual or Client's confidential information.

Spotzi may use such aggregated or anonymized information for legitimate business purposes, including analytics, service improvement, benchmarking, product development and reporting.

6.5 Client responsibility

Client represents and warrants that it has all rights, permissions and lawful bases necessary to provide Client Data to Spotzi and to permit Spotzi to process Client Data in accordance with the Agreement.

Client is responsible for ensuring that its use of Client Data and the Services complies with applicable laws and regulations.

7. DATA PROTECTION AND SECURITY

7.1 Personal Data

Where Client Data contains Personal Data and Spotzi processes that Personal Data on behalf of Client, Client acts as the controller and Spotzi acts as the processor, unless the parties expressly agree otherwise.

7.2 Data Processing Agreement

Where required by applicable data protection law, the parties will enter into a Data Processing Agreement ("DPA").

The DPA forms part of the Agreement and governs the processing of Personal Data by Spotzi on behalf of Client.

In the event of a conflict between these Terms and the DPA concerning the processing of Personal Data, the DPA prevails to the extent required by applicable data protection law.

7.3 Processing instructions

Spotzi will process Personal Data only on Client's documented instructions, except where processing is required by applicable law.

7.4 Security measures

Spotzi shall take appropriate technical and organizational measures to protect Personal Data and Client Data against loss and against unauthorized, careless, incompetent or unlawful processing.

Such measures include, where applicable:

- a. servers and data storage systems secured against unauthorized external access;
- b. restrictions preventing Spotzi employees from storing Client Data on personal workstations or portable storage devices;
- c. secure VPN connections or equivalent secure access mechanisms for remote access to systems containing Client Data;
- d. delivery of data to Client through services secured by appropriate authentication mechanisms, including usernames, passwords or API keys;
- e. access controls designed to ensure that data is accessible only to authorized personnel;
- f. appropriate authentication and authorization procedures;
- g. monitoring and security measures designed to detect unauthorized access; and
- h. backup and recovery procedures appropriate to the Services.

Spotzi may update its technical and organizational security measures from time to time where such changes maintain or improve the overall level of security.

7.5 Subprocessors

Client authorizes Spotzi to engage appropriate third-party service providers and subprocessors where reasonably necessary to provide the Services.

Spotzi will ensure that its subprocessors are subject to appropriate confidentiality and data protection obligations.

Where required by applicable data protection law, subprocessors will be managed in accordance with the DPA.

7.6 International transfers

Where Personal Data is transferred outside the European Economic Area, Spotzi will implement an appropriate lawful transfer mechanism where required by applicable data protection law, including an adequacy decision or appropriate contractual safeguards.

7.7 Security incidents

Spotzi will notify Client without undue delay after becoming aware of a confirmed security incident involving Personal Data processed by Spotzi on behalf of Client, where notification is required under applicable law or the DPA.

Spotzi will reasonably cooperate with Client in relation to the investigation and remediation of such incident.

7.8 Security inspection

Client may request information reasonably necessary to assess Spotzi's compliance with its security obligations.

Where reasonably necessary and subject to appropriate confidentiality, security and operational safeguards, Client may request an inspection or audit of Spotzi's relevant security measures.

The parties will agree in advance on the scope, timing and method of any inspection.

Unless the inspection reveals a material breach by Spotzi of its security obligations, the costs of the inspection shall be borne by Client.

Client shall provide Spotzi with a copy of any formal inspection or audit report relating to Spotzi's Services that is produced as part of such inspection, subject to Client's confidentiality obligations to third parties.

8. RETURN AND DELETION OF CLIENT DATA

8.1 Return of Client Data

Following expiration or termination of the Agreement, Client may request an export of its Client Data during a period of thirty (30) days following the effective date of termination.

The export will be provided in a reasonably available standard format used by Spotzi for such data.

8.2 Deletion

Following the thirty (30) day period, Spotzi may delete Client Data from its active production systems unless:

- a. retention is required by applicable law;
- b. the parties have agreed otherwise in writing; or
- c. the data is retained in encrypted backup systems as part of Spotzi's standard backup and disaster recovery procedures.

Backup copies will be deleted in accordance with Spotzi's ordinary backup retention cycle and will not be restored or used except where necessary for disaster recovery, security or legal compliance.

8.3 Personal Data

The return and deletion of Personal Data processed on behalf of Client will additionally be governed by the applicable DPA and applicable data protection law.

9. ACCEPTABLE USE

Client shall use the Services only for lawful business purposes and in accordance with the Agreement.

Client shall not:

- a. use the Services in violation of applicable law;
- b. attempt to gain unauthorized access to the Services or another customer's account;
- c. interfere with the security, integrity or operation of the Services;
- d. introduce malware, malicious code or other harmful material;
- e. circumvent technical restrictions or usage limits;
- f. reverse engineer, decompile or disassemble the software except to the extent such restriction is prohibited by mandatory law;
- g. systematically scrape or extract Spotzi Data outside expressly permitted functionality;
- h. use the Services to create a competing data product or service;
- i. use the Services to process data that Client is not legally entitled to process;
- j. store or transmit unlawful, pornographic or otherwise prohibited content through the Services;
- k. use the Services for fraudulent, deceptive or otherwise unlawful purposes;
- l. use the Services to create or distribute misleading advertisements or other unlawful communications; or
- m. use the Services in connection with activity that violates applicable sanctions, export controls or trade restrictions.

Spotzi may suspend access where reasonably necessary to prevent or address a material violation of this section.

10. CLIENT RESPONSIBILITIES

Client is responsible for:

- a. its Authorized Users' use of the Services;
- b. the legality and accuracy of Client Data;
- c. obtaining all necessary rights, permissions and consents relating to Client Data;
- d. its decisions and actions based on the Services or Spotzi Outputs; and
- e. ensuring that Spotzi Outputs are used appropriately for the intended purpose.

Spotzi provides data and analytical tools and does not make decisions on behalf of Client.

Client remains responsible for independently evaluating whether Spotzi Outputs are suitable for a particular business decision, campaign, audience or other purpose.

11. INTELLECTUAL PROPERTY

11.1 Spotzi intellectual property

All intellectual property rights in the Services, Spotzi Data, software, databases, maps, methodologies, models, designs, trademarks, documentation and related materials remain with Spotzi and/or its licensors.

11.2 No transfer

Except for the limited rights expressly granted under the Agreement, no intellectual property rights are transferred to Client.

11.3 Restrictions

Client may not reproduce, publish, distribute or make available the Services themselves, in whole or in part, except as expressly permitted under these Terms.

This restriction does not prevent Client from using Spotzi Outputs in accordance with Section 5.

11.4 Protection mechanisms and notices

Client may not:

- a. remove or alter copyright notices, trademarks, trade names, logos or other identifying marks belonging to Spotzi or its licensors;
- b. circumvent technical measures designed to protect Spotzi Data or the Services; or
- c. copy vector graphics, maps or other representations directly from the Services where doing so would circumvent technical restrictions against direct copying.

11.5 Feedback

Client may provide suggestions, comments or feedback regarding the Services.

Spotzi may use such feedback without restriction or compensation, provided that Spotzi does not disclose Client's Confidential Information in doing so.

12. CONFIDENTIALITY

12.1 Confidential Information

Each party may receive confidential information from the other party in connection with the Agreement ("Confidential Information").

Confidential Information includes business information, pricing, technical information, product information, Client Data, Spotzi Data, security information, commercial plans and other information that reasonably should be understood to be confidential.

12.2 Obligations

Each party shall:

- a. protect the other party's Confidential Information using reasonable care;
- b. use Confidential Information only for purposes of performing or receiving the Services; and
- c. not disclose Confidential Information to third parties except to employees, professional advisers, contractors and service providers who need to know the information and are bound by appropriate confidentiality obligations.

12.3 Exclusions

Confidential Information does not include information that:

- a. is or becomes publicly available without breach of the Agreement;
- b. was lawfully known before disclosure;
- c. is independently developed without use of the Confidential Information; or
- d. is lawfully received from a third party without confidentiality obligations.

12.4 Required disclosure

A party may disclose Confidential Information where required by law, regulation or court order, provided that, where legally permitted, it gives the other party reasonable prior notice.

12.5 Survival

Confidentiality obligations survive termination of the Agreement for three (3) years.

Trade secrets remain protected for as long as they qualify as trade secrets under applicable law.

13. FEES AND PAYMENT

13.1 Fees

Client shall pay the fees specified in the applicable Agreement.

13.2 Invoicing

Unless otherwise agreed in writing, subscription fees are payable in advance for the applicable subscription period.

Where a monthly payment arrangement is expressly agreed, the applicable monthly subscription fee will be charged automatically each month by direct debit or credit card.

A monthly payment arrangement does not change the agreed subscription term unless expressly stated otherwise in the Agreement.

One-time projects, analyses, and other non-recurring services are invoiced in advance and must be paid before the work or services commence, unless otherwise agreed in writing.

13.3 Payment terms

Invoices are payable within the payment period stated on the applicable invoice or Agreement.

13.4 Non-payment

If an invoice is not paid when due, Spotzi may suspend access to the Services after providing reasonable notice.

Suspension does not relieve Client of its obligation to pay amounts due.

13.5 Taxes

All applicable taxes, duties and governmental charges are additional to the fees unless expressly stated otherwise.

13.6 Price adjustment

Spotzi may adjust subscription fees annually by up to the official Consumer Price Index ("CPI") in the Netherlands plus one percent (1%).

The first such adjustment may take effect no earlier than twelve (12) months after the date the Agreement was entered into.

Subsequent adjustments may take effect no more than once in any twelve (12) month period.

Spotzi may also pass through documented third-party cost increases that directly affect the Services, including material increases in hosting, data, infrastructure or other third-party service costs, upon thirty (30) days' written notice.

Where a third-party cost increase exceeds the CPI + 1% adjustment permitted under this section, Spotzi may pass through the documented increase directly attributable to such third-party cost.

14. WARRANTIES AND DISCLAIMERS

14.1 Service standard

Spotzi will provide the Services with commercially reasonable care and skill.

14.2 Data quality

Spotzi uses commercially reasonable efforts to maintain the quality and reliability of the Services.

Spotzi does not warrant that data will be completely accurate, complete, current or free from errors, unless expressly stated otherwise in the applicable Agreement.

14.3 Third-party data

Spotzi does not warrant the quality, completeness, accuracy or continued availability of data obtained through Geocoders, Webcrawlers, third-party APIs, government dashboards or other third-party services over which Spotzi has no reasonable control.

14.4 Remediation

If the Services contain a material defect or materially deviate from the agreed functionality, Spotzi will use reasonable efforts to correct the defect, provide a patch or update, or otherwise restore the agreed functionality within a reasonable period.

If Spotzi cannot reasonably remedy a material defect, Client's remedies are limited to those expressly provided in the Agreement, including any applicable service credits or termination rights.

14.5 Business results

Spotzi does not guarantee any particular commercial, advertising, marketing, financial or other business result arising from Client's use of the Services.

14.6 Mandatory rights

Nothing in these Terms excludes or limits any warranty, right or remedy that cannot legally be excluded or limited under applicable law.

15. SERVICE LEVEL AGREEMENT

15.1 Availability

Spotzi will use commercially reasonable efforts to maintain **99.9% availability per calendar month** for online Services such as the Spotzi platform, dashboards and API, subject to the exclusions in this Section.

15.2 Excluded interruptions

An interruption does not include:

- a. a minor deviation from agreed technical specifications that does not materially interfere with normal use of the Services;
- b. an interruption of one hundred (100) seconds or less;
- c. scheduled or emergency maintenance;
- d. interruptions caused by force majeure;
- e. interruptions directly caused by Client's systems, network or internet connection;
- f. interruptions caused by third-party networks, systems, APIs or services outside Spotzi's reasonable control;
- g. interruptions affecting Geocoders, Webcrawlers or third-party services over which Spotzi has no reasonable control; or
- h. beta, trial or explicitly excluded Services.

15.3 Service credits

If monthly availability falls below 99.9%, Client is entitled to a service credit calculated as follows:

- If monthly availability is $< 99.9\%$ and $\geq 99.0\%$, Client is entitled to a service credit of 5% of the monthly fee.
- If monthly availability is $< 99.0\%$ and $\geq 98.0\%$, Client is entitled to a service credit of 10% of the monthly fee.

- If monthly availability is $< 98.0\%$ and $\geq 95.0\%$, Client is entitled to a service credit of 25% of the monthly fee.
- If monthly availability is $< 95.0\%$, Client is entitled to a service credit of 50% of the monthly fee.

Service credits:

- a. will be applied against a future invoice or, where no future invoice is due, refunded to Client;
- b. must be requested by Client within thirty (30) days after the end of the relevant calendar month;
- c. will not exceed fifty percent (50%) of the applicable annual subscription fees in any contract year; and
- d. constitute Client's sole and exclusive remedy for failure to meet the availability commitment.

Service credits do not constitute an admission of liability by Spotzi and do not affect the liability limitations set out in Section 17.

15.4 Extended outage

If the Services are unavailable for more than seven (7) consecutive business days, excluding the circumstances listed in Section 15.2, Client may terminate the affected Services with immediate effect and receive a pro-rata refund of prepaid fees for the unused period.

15.5 Scheduled maintenance

Where scheduled maintenance is expected to cause an interruption of more than six hundred (600) seconds, Spotzi will notify Client at least five (5) working days in advance where reasonably practicable.

Spotzi will inform Client of the expected duration of the maintenance.

Maintenance may include corrective maintenance, server maintenance, service availability work, installation of updates and maintenance necessary to maintain the Services at the functionality provided at the start of the Agreement.

Maintenance specifically requested by Client is not subject to this SLA.

15.6 Support

Support is provided by email through Spotzi's support desk.

The support email address is available 24 hours a day for reporting issues.

Spotzi will endeavor to investigate and resolve reported interruptions within a reasonable period.

15.7 Reporting interruptions

Client should notify Spotzi of observed interruptions by email and provide sufficient information to identify the affected Services.

Spotzi may use its own monitoring systems, logs and technical records to determine the start, duration and resolution of an interruption.

Spotzi's records will be used as the primary basis for calculating availability unless Client provides reasonable evidence demonstrating that such records are materially inaccurate.

16. FORCE MAJEURE

Neither party shall be liable for failure or delay in performing its obligations where such failure or delay results from circumstances beyond its reasonable control.

Force majeure events may include, without limitation:

- natural disasters;
- fire;
- flood;
- war;
- terrorism;
- civil unrest;
- strikes;
- governmental action;
- major internet or telecommunications failures;
- widespread cyberattacks;
- DDoS attacks;
- power outages;
- failures of critical third-party infrastructure;
- failures of data providers;
- failures of Geocoders, Webcrawlers or third-party APIs; and
- other circumstances reasonably outside the affected party's control.

The affected party shall use commercially reasonable efforts to mitigate the effects of the force majeure event.

If a force majeure event continues for more than sixty (60) consecutive days and materially prevents performance of the affected Services, either party may terminate the affected Services by written notice.

17. LIABILITY

17.1 General liability cap

To the maximum extent permitted by applicable law, Spotzi's aggregate liability arising out of or in connection with the Agreement, whether in contract, tort, negligence, statutory duty or otherwise, shall not exceed the total fees paid or payable by Client to Spotzi during the twelve (12) months immediately preceding the event giving rise to the claim.

17.2 Enhanced liability cap

For claims arising directly from:

- a. Spotzi's breach of confidentiality obligations; or
- b. Spotzi's infringement of a third party's intellectual property rights through the authorized use of the Services,

Spotzi's aggregate liability shall not exceed two (2) times the fees paid or payable by Client during the twelve (12) months immediately preceding the event giving rise to the claim.

17.3 Data protection liability

Where Spotzi's liability arises directly from Spotzi's breach of its obligations as a processor under an applicable DPA, Spotzi's aggregate liability shall not exceed two (2) times the fees paid or payable by Client during the twelve (12) months immediately preceding the event giving rise to the claim, unless the DPA expressly provides otherwise.

17.4 Excluded damages

To the maximum extent permitted by applicable law, neither party shall be liable for indirect, incidental, special, punitive or consequential damages, or for:

- a. loss of profits;
- b. loss of revenue;
- c. loss of business;
- d. loss of anticipated savings;
- e. loss of opportunity;
- f. loss of goodwill;
- g. replacement costs; or
- h. similar consequential losses.

17.5 Data loss

Nothing in this Section limits Spotzi's obligations concerning Client Data except to the extent loss or corruption results from:

- a. Client's own actions or omissions;
- b. Client's failure to maintain appropriate backups where Client is responsible for doing so;
- c. excessive or inappropriate API use by Client;
- d. unauthorized use of the Services by Client or its Authorized Users; or
- e. circumstances outside Spotzi's reasonable control.

17.6 Exceptions

Nothing in these Terms limits liability to the extent such liability cannot legally be limited, including liability arising from fraud or intentional misconduct.

Nothing in these Terms limits the Client's obligation to pay fees properly due under the Agreement.

17.7 Client indemnification

Client shall indemnify and hold harmless Spotzi against third-party claims, damages, fines and reasonable costs arising directly from:

- a. Client Data supplied by Client where Client did not have the necessary rights or permissions;
- b. Client's unlawful use of the Services;
- c. Client's unauthorized use, distribution or disclosure of Spotzi Data; or
- d. Client's material breach of the Agreement.

The indemnity does not apply to the extent the claim results from Spotzi's own breach, negligence or misconduct.

17.8 Spotzi IP indemnification

Spotzi shall defend Client against a third-party claim alleging that Client's authorized use of the Services infringes that third party's intellectual property rights.

Spotzi may, at its expense:

- a. obtain the right for Client to continue using the affected Services;
 - b. modify or replace the affected Services so that they are non-infringing; or
 - c. terminate the affected Services and refund prepaid fees for the unused period.
- Spotzi has no obligation under this section to the extent a claim arises from:
- a. Client Data;
 - b. modifications made by Client or a third party;
 - c. use of the Services outside the Agreement;
 - d. combination with products or services not supplied by Spotzi, where the infringement would not otherwise have occurred; or
 - e. Client's continued use after being notified of the relevant issue and provided with a reasonable alternative.

18. CLAIMS AND INDEMNIFICATION PROCEDURE

A party seeking indemnification shall:

- a. promptly notify the indemnifying party of the claim;
- b. provide reasonable cooperation and information;
- c. allow the indemnifying party reasonable control over the defense and settlement of the claim; and
- d. not settle the claim in a manner that imposes liability or admission of wrongdoing on the indemnifying party without its prior written consent.

A delay in notification will relieve the indemnifying party only to the extent it is materially prejudiced by the delay.

19. TERMINATION CONSEQUENCES

19.1 Access

Upon expiration or termination of the Agreement, Client's right to access and use the Services ends, except during any agreed transition period.

19.2 Outstanding fees

Termination does not relieve Client of its obligation to pay fees accrued before the effective termination date.

Where Client terminates due to a material uncured breach by Spotzi, Spotzi will refund any prepaid fees relating to the period after the effective termination date.

19.3 Client Data

Client Data will be handled in accordance with Section 8.

19.4 Survival

The provisions concerning intellectual property, confidentiality, payment obligations, liability, indemnification, data protection, Client Data and any provisions that by their nature should survive termination will survive termination.

20. CHANGES TO SERVICES AND TERMS

20.1 Changes to Services

Spotzi may modify, improve, replace or discontinue parts of the Services where reasonably necessary for technical, security, operational, legal or commercial reasons.

Spotzi will use reasonable efforts not to materially reduce the core functionality of the Services during an active subscription term.

20.2 Clarification of Terms

Spotzi reserves the right to clarify, correct, reorganize or improve the wording, structure or presentation of these Terms.

Such changes may include correcting errors, removing ambiguities, improving consistency or reflecting changes in terminology, technology or applicable law.

Spotzi will not use such changes to materially reduce Client's rights or materially increase Client's obligations during an existing subscription term.

20.3 Changes required by law or security

Spotzi may amend these Terms where reasonably necessary to comply with applicable law, regulation or binding regulatory requirements, or to address a material security or technical risk.

20.4 Future Agreements

Spotzi may update these Terms for future Agreements and Renewal Terms.

The version applicable to a new subscription or Renewal Term will be the version incorporated into that Agreement.

21. ASSIGNMENT

Client may not assign or transfer the Agreement, in whole or in part, without Spotzi's prior written consent, except to a successor in connection with a merger, acquisition or sale of substantially all of Client's relevant assets, provided that the successor assumes the Agreement.

Spotzi may assign the Agreement to an affiliate or in connection with a merger, acquisition, corporate restructuring or sale of substantially all of the relevant assets of Spotzi.

22. NOTICES

Notices under the Agreement must be provided in writing by email or other written communication to the contact details specified in the applicable Agreement.

A notice of termination must be sent in writing and clearly state that it is a notice of termination.

23. NO PARTNERSHIP OR AGENCY

The parties are independent contractors.

Nothing in the Agreement creates a partnership, joint venture, agency, employment relationship or fiduciary relationship between the parties.

Neither party may bind the other party or incur obligations on behalf of the other party without prior written authorization.

24. SEVERABILITY

If any provision of the Agreement is held to be invalid, illegal or unenforceable, that provision will be modified to the minimum extent necessary to make it valid and enforceable.

The remaining provisions will remain in full force and effect.

25. ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the parties concerning the Services and supersedes all prior agreements, proposals, representations and understandings concerning the same subject matter, except where expressly incorporated into the Agreement.

26. GOVERNING LAW AND JURISDICTION

26.1 European and other non-Canadian Clients

For Clients located outside Canada, the Agreement is governed by the laws of the Netherlands, without regard to conflict-of-law principles.

The competent courts in the Netherlands shall have exclusive jurisdiction over disputes arising out of or in connection with the Agreement, unless mandatory applicable law provides otherwise.

26.2 Canadian Clients

For Clients located in Canada, the Agreement is governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict-of-law principles.

The courts located in the Province of Ontario shall have exclusive jurisdiction over disputes arising out of or in connection with the Agreement, unless mandatory applicable law provides otherwise.

26.3 CISG

The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to the Agreement.

27. DEFINITIONS

"Agreement" means the agreement between Spotzi and Client consisting of these Terms and the applicable Order Form, quotation, subscription agreement, Statement of Work, DPA and other expressly incorporated documents.

"Authorized User" means an individual authorized by Client to access the Services under Section 4.

"Client" means the legal entity identified in the applicable Agreement.

"Client Data" means data and content provided by or on behalf of Client to Spotzi as described in Section 6.

"DPA" means a Data Processing Agreement governing the processing of Personal Data by Spotzi on behalf of Client.

"Personal Data" has the meaning given to it under applicable data protection law.

"Services" means the Spotzi software, platforms, maps, databases, datasets, APIs, dashboards, analytical tools, reports and other services identified in the applicable Agreement.

"Spotzi Data" means data, datasets, maps, databases, statistics, audience segments, location data, geospatial data, models, methodologies and other data or information provided by Spotzi or its licensors.

"Spotzi Outputs" means outputs, analyses, visualisations, scores, profiles, statistics, reports, recommendations, maps, results and other information generated by or through the Services.

"Term" means the Initial Term and any Renewal Term.

28. EFFECTIVE DATE

These Terms are effective as of **September 1st, 2026** and replace all previous Spotzi Terms & Conditions for Agreements entered into or renewed on or after this date.