

General conditions subscription API services StraTopo B.V.

Version: 20-11-2023

These terms and conditions are set up by StraTopo B.V. hereinafter 'Company', 'we', 'us', 'our'.

These Terms and Conditions constitute a legally binding agreement made on behalf of an entity, hereinafter 'you', 'User', 'Customer' and StraTopo B.V. concerning your access to and use of the Geospatial Services that StraTopo corresponding to the plan set in the offer. You agree that you have read, understood, and agreed to these legal terms.

1. Our services

These terms and conditions are applicable to the subscriptions for API services offered by StraTopo B.V. StraTopo will provide the Service to the Customer for its business operations throughout the Term as specified in the order, exclusively for the use of the Customer and its Users, and always in accordance with the terms outlined in this Agreement.

StraTopo grants the Customer a non-exclusive, revocable, non-transferable, and non-sub-licensable license to access and utilize the Service, subject to the conditions specified in these Terms.

API Keys

StraTopo will provide Customer with one or more API Keys for accessing the Service. Customer is responsible for ensuring the security of the API Key(s) and agrees not to disclose or share the API Key(s) with unauthorized individuals. If Customer becomes aware of any unauthorized use of its API Key, it must promptly notify StraTopo. StraTopo reserves the right, at its sole discretion, to modify an API Key or suspend Service access upon detecting unauthorized use. Customer acknowledges that API Keys will expire upon the termination of the Agreement or the expiration of the Service Term.

Users & Usage

Customer must ensure that Users do not: (a) engage in actions such as copying, reproducing, publishing, distributing, transmitting, modifying, adapting, storing, displaying publicly, selling, licensing, leasing, renting, assigning, transferring, disclosing, or commercially exploiting any part of the Service; (b) allow any third party to use the Service; (c) integrate the Service into any other program or service, or create derivative works based on it; (d) attempt to observe, study, test the functioning of, disassemble, decompile, or seek to obtain the source code of the Service; (e) alter, remove, or obscure any proprietary or other notices in the Service; (f) use the Service to develop a product that competes with the Service.

Customer must ensure that the Customer Platform or its use of the Service through the Third Party Platform does not: (a) violate any relevant legislation, regulations, codes of practice, or government requirements; (b) cause annoyance, inconvenience, or needless anxiety; (c) serve any unlawful purpose, including fraud or terrorism; (d) be abusive, harmful, threatening, defamatory, or offensive; (e) harm End Users' systems or data; or (f) infringe the Intellectual Property Rights of third parties.

Customer is responsible for ensuring that only Users use the Service and that such use complies with these Terms. Customer must: (a) be solely responsible and liable for the acts and omissions of Users related to the Service; and (b) assume sole responsibility for the Customer Platform, its use by End Users, and the use of the Third Party Platform in relation to the Service by End Users.

2. Support & Uptime

Support

StraTopo will provide Support for the usage of the Services via email to paying Customers. StraTopo is reachable over email at info@stratopo.nl .

Uptime

StraTopo has all elements in place to maintain uptime of all services. StraTopo guarantees an uptime of 99%. If StraTopo in a certain month does not comply with a 99% uptime the monthly fee will be reimbursed to the Customer. For any reduced Service Uptime, StraTopo will make all reasonable endeavors to notify Customer and minimize downtime. The calculation of Service Uptime shall not include downtime caused by (a) scheduled maintenance, which will be notified to Customer in advance; (b) emergency maintenance; (c) a Force Majeure Event, (d) the acts or omissions of Customer, or (e) Customer's inability to connect to the Service caused by a failure by or in its own network service provider or network connectivity.

3. Terms

Payment terms

The charges that the Customer owes to StraTopo for the Service are specified in the Order. Payment of these fees is to be made through electronic funds transfer into StraTopo's bank account and is denominated in Euros. Invoices must be settled by the Customer within 30 days from the invoice date. Failure to receive any invoiced amount within forty-five days after the due date empowers StraTopo to suspend the Customer's access to and utilization of the Services. This action will be taken following written notice.

Start date & service terms

The commencement of this Agreement will be on the start date mentioned in the Order or, if placed online, on the date of the online Order.

Upon the expiration of the initial Service Term, the term will automatically extend for an additional period matching the length of the initial Service Term. Subsequently, it will continue to renew for successive periods, each matching the duration of the preceding Service Term.

If either party wishes for the Service Term to conclude immediately after the last day of the initial Service Term or on the subsequent Renewal Date, it must provide written notice, ensuring that the notice is issued at least 30 days before the Renewal Date for terms lasting 12 months or more. Failure to provide notice within the specified timeframes will result in the automatic renewal of the Plan on the next Renewal Date.

Termination

Either party may promptly terminate this Agreement by providing notice to the other party under the following circumstances: (a) the other party becomes the subject of a bankruptcy or any proceeding related to insolvency, receivership, liquidation, or assignment for the benefit of creditors, or any similar event or proceeding in any applicable jurisdiction, or (b) the other party violates any of its substantial obligations under this Agreement, and either the breach is incapable of remedy or remains unaddressed for thirty (30) days after written notice has been given to the breaching party.

Upon the expiration or termination of this Agreement each party shall comply with its payment and confidentiality obligations. At termination Customer Rights as mentioned in these terms will terminate.

Suspension of Service

StraTopo has the authority to (temporarily) halt access to the Service for all or specific Users under the circumstance that StraTopo reasonably suspects misuse or perceives a threat to the Service, or a breach of these Terms, which, in StraTopo's reasonable judgment, poses a risk to the confidentiality, integrity, or availability of the Service.

4. Data

The Customer (and the entities granting licenses to the Customer) will always maintain rights, title, and interest (including all Intellectual Property Rights) in Customer Data. The Customer guarantees and asserts that the gathering, transfer, and utilization of Customer Data in relation to the Service provision will not violate any applicable laws or infringe upon the intellectual property rights of any third party.

In adherence to relevant data protection laws, StraTopo has the right to gather and utilize Usage Data for the enhancement, support, and operation of its products and services. StraTopo will not disclose any Usage Data to a third party unless the information is aggregated and anonymized to a degree where the identification of Customer and Users is impossible.

5. Rights, Publicity & Confidentiality

Rights

StraTopo retains all Intellectual Property Rights, title, and interest in its Confidential Information, trademarks, logos, the Service, related Documentation, Service Data, updates to such works, and underlying code, software, or technology. Ownership of IP belongs to StraTopo or its licensors, and it will remain vested in StraTopo or its licensors. Customer is prohibited from taking any action inconsistent with the rights granted in these Terms, and no rights are conferred to Customer unless expressly outlined in these Terms. It is acknowledged by the Customer that the Service is provided as an online, hosted solution, and, therefore, the Customer has no entitlement to acquire a copy of the underlying computer code of the Service or the StraTopo API.

Customer or its licensors possess and retain all Intellectual Property Rights, title, and interest in the Customer's Confidential Information, trademarks, logos, the Customer Platform, Customer Data, and any underlying code, software, or technology, excluding any IP of StraTopo. Ownership of Customer IP is attributed to Customer or its licensors and will continue to be vested in Customer or its licensors.

Publicity & Feedback

StraTopo is granted the freedom to utilize and integrate into its products and services any suggestions, improvement requests, recommendations, corrections, or other feedback offered by the Customer or Users concerning the Service, Service Data, or StraTopo's products or services

StraTopo provides the Customer with a license that is royalty-free, non-transferable, and non-exclusive, allowing the use of the logo, name, or other designated mark solely for the purpose of attribution. The utilization of the attribution does not confer any rights, titles, or interests in the contents of the said attribution to the Customer.

StraTopo is authorized to utilize and showcase the Customer's name, logo, trademarks, and service marks on StraTopo's website and in its marketing materials. This usage is intended for the purpose of identifying the Customer as a client of StraTopo.

Confidentiality

Each party commits to employing all reasonable measures to safeguard the confidentiality of the other party's Confidential Information and refrain from disclosing or using such information except as allowed under these

Terms. In the event of a suspected or actual breach of confidentiality, the party experiencing the breach shall promptly notify the other party in writing.

6. Modifications

We retain the right to, at our sole discretion, alter, modify, or remove the contents of the Services for any reason or at any time. Customers will be notified of updates on the service on a regular basis. Any complete removal of a service will be announced by email 6 months in advance to all Customers.

We shall not be held liable to Customer or any third party for any modification, price adjustment, suspension, or discontinuation of the Services. The Services may contain information with typographical errors, inaccuracies, or omissions, including descriptions, pricing, availability, and other details. We reserve the right to rectify any such errors, inaccuracies, or omissions. Additionally, we have the authority to change or update the information on the Services without prior notice.

7. Warranties

Both parties affirm and guarantee to each other that they possess the necessary power and authority to enter into this Agreement and fulfill their respective obligations under it.

StraTopo warrants that: the Service shall during the relevant Service Term perform as described in the applicable Documentation when used in accordance with these Terms and StraTopo will not materially decrease the functionality of the Service during the Service Term. If StraTopo is not able to correct any reported non-conformity with this warranty after using reasonable commercial efforts to remedy such non-conformity, either party may terminate this Agreement. Customer will be entitled to receive a refund of any unused Fees that Customer has pre-paid for the applicable Service. The warranties shall not apply to the extent that any error in the Service arises as a result of: (i) incorrect operation or use of the Service by Customer or a User; (ii) use of the Service with other software or services or on equipment with which it is incompatible; (iii) issues arising from a Third Party Platform; (iv) any unapproved modification of the Service; or (v) material breach of these Terms by Customer (or by any User).

Indemnity

StraTopo holds no liability for any claim arising, wholly or partially, from: (a) modifications to the Service not performed by StraTopo; (b) Customer Data or materials not supplied by StraTopo; (c) the Customer's use of the Service (or any part) contrary to the terms of this Agreement; or (d) combining the Service with products or processes not provided by StraTopo, where the infringement would not have occurred without the combination. This clause outlines the exclusive remedy available to the Customer for any claim related to intellectual property infringement.

8. Disclaimer

Customer acknowledges that utilization of the services is undertaken at Customers own sole risk. To the maximum extent permitted by law, we explicitly disavow all warranties, whether express or implied, in connection with the services and your engagement with them. This includes, but is not limited to, the implied warranties of merchantability, fitness for a particular purpose, and non-infringement. We provide no assurances or guarantees regarding the accuracy or completeness of the services, and we assume no liability or responsibility for any (1) errors, mistakes, or inaccuracies in content and materials, (2) any unauthorized access to or use of our secure servers and/or any personal or financial information stored therein, or (3) any interruption or cessation of transmission to or from the services.

9. General

Both parties acknowledge that, when entering into an Order, they either did not depend on any representations from any source other than those explicitly outlined in these Terms.

Any attempt to assign or transfer this Agreement without the other party's prior written consent will be deemed null and void. StraTopo reserves the right to assign this Agreement without requiring Customer's consent in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of its assets to a successor.

Any individual who is not a party to this Agreement lacks the rights to enforce or derive benefits from any of these Terms. However, this provision does not impact any right or remedy expressly provided for a third party under these Terms.

Except as otherwise specified in this Agreement all notices, permissions, and approvals under this Agreement shall be in writing of registered email.

Should any provision or portion of a provision in these Terms be deemed illegal, invalid, or unenforceable by a court, decision-making authority, or competent jurisdiction, the remaining part of the provision will be enforced to fulfill the intention of the parties.

10. Contact us

In order to resolve a complaint regarding the Services or to receive further information regarding use of the Services, please contact us at info@stratopo.nl.