

## Falcon.io Terms & Conditions

- The Americas & Canada

By signing an Order Form and/or accessing and using the Services provided by Falcon Social, Inc., doing business as Falcon.io (“Falcon.io”), a Delaware corporation, with its registered address at 134 North 4<sup>th</sup> Street, Brooklyn, 11249 New York, United States of America, which are accessible at <https://app.falcon.io/>, you, a person or legal entity, agree to be bound by the Falcon.io Terms & Conditions (“Terms and Conditions” or “Terms”). If you access the Services on behalf of your employer, you acknowledge that you are equally bound by these Terms and that you have the authority to bind your employer, in accordance to these Terms.

Any person or legal entity making use of, or purchasing the Falcon.io Services (as identified on an Order Form), will in the following collectively be referred to as “Customer”. If the Customer does not agree to be bound by the Terms, the Customer is not allowed to access or use the Services.

Falcon.io may amend the Terms and Conditions at any time, and by continuing to use the Services after being made aware of such amendments to the Terms and Conditions, the Customer is deemed to have accepted the amendments. The Customer accepts, that Falcon.io will notify the Customer of such changes to the Terms and Conditions, by making the new Terms and Conditions available at the link as supplied in an Order Form, at <http://www.falcon.io/>, via e-mail or through an internal system notification.

These Terms generally govern any services delivered by Falcon.io to Customer, and especially governs the access and use of the Falcon.io software (“Platform”), Falcon.io professional services and deliverables (collectively the "Services").

## Falcon.io General Terms and Conditions

### Article 1 General

- 1.1. (Agreement and Terms) Any duly signed order form (“Order Form”), together with the Falcon.io Terms and Conditions, are considered an agreement between Falcon.io and the Customer. Any signed Order Form together with the Falcon.io Terms and Conditions, may jointly be referred to as “Agreement”.
- 1.2. (Scope) The Terms govern the Customer's access to and use of the Services and any information, text, graphics, rich media or other materials uploaded, downloaded, or appearing on [www.falcon.io](http://www.falcon.io). Falcon.io may update and amend the Services or the content available on its website and Services continually and without notice. Any changes to the Services or the website, including releases of new features, tools, resources, updates, or bug-fixes to the Services shall be subject to these Terms.

- 1.3. (Demonstration) It is Falcon.io's preference that, prior to the Customer signing an Order Form and commencing use of the Services, the Services shall have been demonstrated to the Customer by Falcon.io or one of its Representatives. If this is not the case, the Customer declares that it has, at its own risk, decided to enter into this Agreement or make use of the Services, without such demonstration.
- 1.4. (Hardware and Software Requirements) The Customer is responsible for acquiring and maintaining any and all hardware, software and internet access necessary to obtain access to and make use of the Services.

## **Article 2**

### **License**

- 2.1. (License Grant) Falcon.io hereby grants the Customer a non-exclusive, non-transferable license to access and use the Services ("License"), for the duration of the Service Period (as defined below), and subject to the terms and conditions set forth in the Agreement and Terms.
- 2.2. (Service Period) The initial term of the Services, incl. the License ("Service Period"), is specified in the Order Form. The Service Period, incl. License, will automatically renew for a new term equivalent to the Service Period, as specified in the Order Form or otherwise agreed to in writing (collectively the "Service Periods", each a "Service Period"), unless the Agreement or Order Form has been duly terminated. Failure to pay the Fee(s) does not constitute proper termination by the Customer, and Falcon.io, or the Representative, as applicable, may claim payment of the Fee(s) in such an event. The first Service Period begins on the Service Start Date (as agreed in the Order Form), and the Customer will only be granted access to the Services, when Falcon.io has received a copy of the Order Form signed by the Customer and Falcon.io.
- 2.3. (Use of the Services) The Services may only be used by the Customer, and only includes the usage metrics (e.g. number of Users, Consultancy hours, Listen mentions, active build campaigns and/or active Audience profiles) as specified in the Order Form (each a "Usage Metric"). If a Usage Metric is not included in an Order Form, the default value is zero (0). Falcon.io may monitor the Customer's use of the Services and invoice the Customer for any use of the Services beyond those specified in the Order Form at its customary rates. Failure to pay such an undisputed invoice within 30 days of receipt shall constitute a material breach of these Terms permitting Falcon.io to terminate the Agreement and/or access to the Services. Users must be employees of the Customer (unless otherwise agreed in the Order Form) and may be required to register as users representing the Customer and accept the then-current version of the Terms and Falcon.io's Privacy Policy as a condition of using the Services. Obligations of the Customer set forth herein regarding restrictions on use, the Terms and confidentiality shall apply to Users as well as to Customer. A User is unique, and may only be used by the one physical

person, who has been assigned this User. No sharing of Users is allowed. Notwithstanding the foregoing, Customer may replace any User with another employee of Customer.

- 2.4. (Restrictions) The Customer may not, without Falcon.io's prior written consent: (a) copy, distribute (including by framing any of the Services on any website), modify, enhance, translate, reproduce, sell, resell, sublicense, rent, lease, or similarly attempt to exploit the Services; (b) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code (except to the extent that this restriction is expressly prohibited by law); or (c) make derivative works of the Services.
- 2.5. (Title and ownership) Falcon.io and its licensors/partners retain title to and ownership of all rights (including copyright, trademark, patent, trade secret and all other intellectual property rights) in and of the Services. The Customer acquires no rights whatsoever to all or any part of the Services except for the limited use rights granted by these Terms and any Agreement. All rights not expressly granted to the Customer are reserved by Falcon.io and its licensors/partners.
- 2.6. (Customer Content) Content that Customer provides to Falcon.io in connection with the Services ("Customer Content") remains the Customer's property. Customer grants Falcon.io a time-limited, non-exclusive right, for the duration of an Agreement, to use, copy and store the Customer Content, in order for Falcon.io to provide its Services to the Customer.

### **Article 3**

#### **License fee**

- 3.1. (Fees) For each Order Form, and any invoices issued in compliance with an Agreement, the Customer shall pay the fees ("Fee" or "Fees") specified in the Order Form or, for renewals of the term beyond the period specified in the Order Form, such amount as may be specified in a notice to Customer at least 90 days prior to the commencement of the applicable Service Period. If no such notice is sent, then the Fee for the prior Service Period shall apply to the next Service Period. The Fee(s) may be invoiced by either Falcon.io or, if applicable, the Representative.
- 3.2. (Payment) Unless otherwise agreed in the Order Form, the Fee is an advance payment for the Services described in an Order Form or invoice issued in accordance to article 3.1. Falcon.io may issue the invoice up to 30 days prior to commencement of a Service Period (or any renewal hereof). Invoices are due within 30 days from the date of the invoice.
- 3.3. (Changes to Fees) The amount of the Fee(s) may be changed upon 90 days' notice by Falcon.io (or, if applicable, a Representative) before the end of a Service Period. Changes to the Fee(s) will come into effect for any renewed Service Period.

- 3.4. (Tax) All prices in Order Forms are exclusive of all sales, use or other taxes applicable to this transaction other than taxes imposed upon the net income of Falcon.io.

## Article 4 Terms of Use

- 4.1. (Access to the Services) The Customer gains access to the Services at <http://www.falcon.io/> and as otherwise described in an Order Form.
- 4.2. (Compliance with the Agreement) Customer's access to and use of the Services must at all times be in accordance with the Agreement and the Terms. Upon any violation of this Agreement and Terms by the Customer, Falcon.io may (but has no obligation to) terminate, suspend or restrict the Customer's access to or use of the Services.
- 4.3. (Third Party Providers) The Customer acknowledges that the purpose of the Services is to more efficiently access the services of third party service providers (e.g. Facebook, Twitter, Google, LinkedIn etc.) (the "Third Party Providers"). Customer agrees not to use the Services in a way that will violate any terms or conditions of or agreements with such Third Party Providers.
- 4.4. (Use of the Services) The Services may only be used for accessing, managing and obtaining information about Customer's accounts with Third Party Providers in accordance with the Agreement, the Terms and any terms specified by the Third Party Providers. Upon any violation of the Terms by the Customer, Falcon.io may (but has no obligation to) terminate, suspend or restrict the Customer's access to or use of the Services.
- 4.5. (Third Party Data) Falcon.io acts as a processor, and Falcon.io is not the source of any data provided by Third Party Providers or other third parties ("Third Party Data"). The Services may provide or display hyperlinks to websites and Services maintained by third parties ("Third Party Websites"). Falcon.io does not evaluate, control, endorse or guarantee the quality, accuracy, security, reliability, completeness, quiet enjoyment, currency, timeliness, merchantability, fitness for a particular purpose or non-infringement of the Third Party Data or Third Party Websites. The Customer acknowledges, that the access to and use of Third Party Data or Websites is entirely at its own risk.
- 4.6. (Legal and Safe Use) The Services may not be used for any illegal or unauthorized purpose, including any way that violates copyright, slander, privacy or other laws applicable in the United States, Europe or any other jurisdiction applicable to the Customer. In particular, the Customer must not upload, post, host, transmit or otherwise make available to others illegal unsolicited digital messages(email), text messages (SMS/MMS), or spam messages through the Services. The Customer must not transmit or otherwise make available to others any worms or viruses or any code of a destructive nature through the Services.

- 4.7. (Personal Data) The Customer is responsible for ensuring that any processing of personal data by or using the Services complies with applicable law on the processing of personal data.
- 4.8. (Access and Search) The Customer may not access or search the Services (or attempt to do so) by any means (automated or otherwise) except through the interfaces currently made available by Falcon.io. The Services may not be used in a way that is detrimental to the operation of the Services or the access or use of the Services by anyone else, including excessive or extraordinary use of bandwidth. This restriction applies to any use that interferes or attempts to interfere with the normal operations of the Services, including by hacking, deleting, augmenting or altering the Services or any content. The Customer and its Users, may not access the Services if they are a competitor, or acting on behalf of a competitor, of Falcon.io.
- 4.9. (Restrictions on Content) Falcon.io does not pre-screen content provided by the Customer or third parties and shall not be responsible for such content. Falcon.io may remove any content that Falcon.io determines in its sole discretion to be unlawful, offensive, harmful, inaccurate, or otherwise inappropriate or deceptive. Falcon.io may terminate or suspend the account of a Customer or their Users, who post illegal or inappropriate content.
- 4.10. (Customer's Responsibilities) The Customer is responsible for and assumes all risks for the Customer's use of the Services and for any content accessed or made available to others through the Customer's account (even if that content is accessed or made available by others). The Customer is responsible for the security of the Customer's account details, and Falcon.io cannot be held responsible for any breach of security due to negligence on the Customer's part.
- 4.11. (Falcon.io's Provision of the Services) Falcon.io is entitled to use third party vendors, suppliers and hosting partners to provide the necessary hardware, software, networking, storage, and related technology required to run the Services.
- 4.12. (Processing and Transmission) Unless specifically stated otherwise, the Customer accepts that the technical processing and transmission of the Services may be transferred unencrypted and involve: (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.
- 4.13. (User monitoring and aggregated data) For the provision and improvement of the Services, Falcon.io will monitor the use of the Services and collect personally identifiable information on the users of the platform. Falcon.io may analyze the use of the Services, user behavior and the collected data in order to improve Falcon.io's content and Services. Falcon.io may monitor the Services and the use of the Services by the Users and use the data in an aggregate and anonymous or pseudonymous manner, and compile statistical and performance information related to the provision and operation of the Services. The Customer understands that Falcon.io may use and publicly publish such information,

provided that such information does not incorporate any Customer or User content and/or identify the Users, or the Customer's client or end-users. Falcon.io retains all intellectual property rights in such aggregate and anonymous or pseudonymous information.

- 4.14. (Support) Support to the Customer will be provided by Falcon.io or a Representative, as applicable, on terms outlined in the Order Form. Falcon.io will provide support if the Customer has signed an Order Form directly with Falcon.io or if the Representative ceases to act as such or materially fails to deliver support to the Customer.
- 4.15. (Privacy) Falcon.io's Privacy Policy applies to any and all Users, who access or otherwise makes use of the Services. The Customer may access the Privacy Policy through <https://app.falcon.io/> or another link as defined in the applicable Order Form. Falcon.io reserves the right to amend that policy from time to time after having provided notice to its Users of such amendment. That notice may be given electronically through the Services, or by posting an updated version of the Privacy Policy on the webpage.
- 4.16. (Service notifications) Falcon.io is entitled to send notifications via in-app messages, in-app or website notifications, or e-mail regarding changes to the Services to all registered Users of the Services.

## **Article 5**

### **Termination**

- 5.1. (Termination) Either Party may terminate an Order Form, Agreement and the License with 90 days' prior written notice before the end of a Service Period. The Customer is not entitled to reimbursement of the paid Fee(s) or credits of due Fee(s) in case of the Customer's termination.
- 5.2. (Termination for breach) Falcon.io or the Customer may terminate any and all Agreement(s) immediately and without notice if the other party (incl. any of Customer's Users) materially breaches any terms of these Terms and Agreement. In any case of termination by Falcon.io, pursuant to this Article 5.2, the Customer shall not be entitled to any reimbursement of Fee(s). In any case of termination by the Customer pursuant to this Article 5.2, the Customer shall be entitled to a reimbursement of a pro-rated amount of prepaid Fee(s)(from the time of the material breach).
- 5.3. (Effect of Termination) When a termination pursuant to this Article takes effect, the Customer will no longer have access to the Services and Falcon.io may delete the Customer's account and any Content related to the account. Falcon.io may store the Customer's Content up to 14 days past the termination date. Recovery or recreation of deleted content cannot be guaranteed.

- 5.4. (Survival) Any provisions which by their nature are intended to survive the termination of an Order Form and/or Agreement shall do so.

## **Article 6**

### **Limited Warranty**

- 6.1. (Limited Warranty) Falcon.io guarantees that the Platform will include the features described, from time to time, on [www.falcon.io](http://www.falcon.io) and that the Platform will be available to the Customer on an average of at least 99.5% of a calendar year, not including any downtime due to planned or critical updates to the Platform.
- 6.2. (No other Warranties etc.) Except as pointed out above, Falcon.io does not make any warranties, representations or conditions about the quality, accuracy, security, reliability, completeness, quiet enjoyment, currency, timeliness of the Services, conditions of merchantability, fitness for a particular purpose or non-infringement. The Customer accepts that the delivery and availability of certain parts of the Services depend on the API access provided by Third Party Providers (e.g. Facebook, Twitter, Google, Linkedin etc.) Falcon.io does not make any warranties about the availability of any Third Party Provider's API. Customer understands and accepts that the Services can be changed or amended without notice due to requirements from Third Party Providers.

## **Article 7**

### **Claims and liability – limitations**

- 7.1. (Limitation of Liability) Falcon.io's liability towards the Customer shall be limited to direct losses resulting from a breach of the limited warranty in Article 6.1 or the Services not conforming with the Terms and/or Agreement, and general market standards for comparable Services. Falcon.io's liability for simple negligence and liability for indirect, special, exemplary, punitive or consequential loss or damage, lost profits or savings, business interruption, loss of programs or data (including any content), lost revenue or failure to realize expected savings, loss of use, costs, fines, fees, penalties, or any other loss whether sustained by the Customer or others directly or indirectly making use of the Services is expressly excluded.
- 7.2. (Product Liability etc.) Falcon.io's liability for product liability, strict liability, and statutory liability is excluded to the maximum extent permitted under applicable law.
- 7.3. (Maximum Liability) To the extent permitted by applicable law, Falcon.io's total, aggregate liability under an Agreement, howsoever arising, shall be limited to an amount equivalent to the Fee(s) paid for the Services, during the Service Period in which the circumstances forming the basis of the claim occurred.

- 7.4. (Notice of Claims and Losses) Customer shall give Falcon.io written notice of any claims and losses immediately after Customer becomes aware of such. Any claims and losses not notified as set out herein or which could have been avoided shall be invalid. Claims arising against Falcon.io after the termination of an Agreement shall also be invalid.
- 7.5. (Indemnification) Customer shall indemnify Falcon.io from any and all claims from third parties resulting from the Customer's breach of these Terms and/or an Agreement.
- 7.6. (No Claims against Representative) Under no circumstances can the Customer direct any claim based on the provision of the Services against a Representative. The foregoing shall not apply to support services for which Representative was primarily responsible.

## **Article 8**

### **General provisions**

- 8.1. (Entire Agreement) The Agreement, together with any amendments set forth in an applicable Order Form and the Privacy Policy as set forth in Article 4, as it may be amended from time to time, constitutes the entire agreement between the Customer and Falcon.io and governs the Customer's use of the Services, superseding any prior agreements between the Customer and Falcon.io.
- 8.2. (Precedence) In the event of any conflict among the documents identified above, the following order of precedence shall apply:
- a. An Order Form
  - b. The Terms and Conditions
  - c. Privacy Policy
- Any documents (including, but not limited to, terms and conditions of the Customer) unilaterally issued by the Customer are explicitly excluded.
- 8.3. (Amendments) Except as otherwise set forth in the Terms, this Agreement and Terms may only be modified or amended in a written document referencing this Agreement that has been signed by authorized representatives of the parties. For this purpose, the persons signing this Agreement on behalf of the Parties shall be authorized to sign such amendments unless contrary provisions are set forth in an Order Form.
- 8.4. (Notices) Any notice given pursuant to the Terms, or in connection with them, shall be sufficient if sent by electronic mail to the e-mail address of a party, as previously used for communication, or by first class mail or overnight delivery service to the physical address specified on an Order Form (or such other address as may be specified by notice given hereunder). E-mails sent to DO-NOT-REPLY e-mail addresses, or e-mail addresses prompting a MAILER DAEMON/BOUNCE message, are not considered valid notices. Legal



notices for Falcon.io may be sent to the Customer's account manager and/or legal@falcon.io.

- 8.5. (Confidentiality) The Customer shall keep confidential any information or knowledge of the Services and its components and Professional Services ("Confidential Information") that the Customer obtains through the use of or access to the Services or otherwise, unless such Confidential Information was or becomes publicly known without such disclosure being due to the Customer's breach of its obligations hereunder. Falcon.io shall keep confidential any information or knowledge about the Customer's business and internal processes attained during the delivery of the Services, unless such information was or becomes publicly known, or the express permission by the Customer is given to relay this information.
- 8.6. (Assignment) The Customer may not assign its rights and obligations under the Agreement and these Terms to any Third Party. Falcon.io shall be entitled to assign its rights and delegate its obligations under an Agreement and the Terms to any company.
- 8.7. (General Rights) Falcon.io may rightfully use the Customer's company name, corporate logo and trademarks for referential use. Falcon.io agrees to follow the Customer's trademark guidelines and policies provided these have been communicated unambiguously by the Customer to Falcon.io. Proper identification of the Customer's trademarks includes marking them with the appropriate trademark symbol (® or TM).
- 8.8. (Force Majeure) Neither party shall be liable or responsible for any failure to perform its obligations under an Agreement and the Terms due to an event outside its reasonable control or which could not reasonably have been expected to foresee or anticipate (force majeure). Especially, the Customer acknowledges that any failure related to Internet Service Providers (ISP-services) is outside the control of Falcon.io. If any force majeure event continues to affect the performance of only one party for fourteen (14) days or more, the non-affected Party may terminate the Agreement by written notice and without liability to the affected Party.
- 8.9. (Role of Representative) If a Representative is specified in the Order Form, that Representative shall be the primary point of contact for customer support while the Representative remains in that capacity. During that period, the Representative may invoice the Customer for the Fee(s) for renewals of the Service Period. If Falcon.io notifies Customer that the Representative is no longer acting as such, then Falcon.io shall assume primary responsibility for customer support hereunder and shall be the sole entity authorized to advise Customer of and invoice Customer for future Fee(s).
- 8.10. (Governing law) The access and use of the Services, an Agreement and Terms are governed by the laws of Delaware, not including its principles of conflicts of laws.

8.11. (Disputes) Any dispute or controversy arising out of or relating to the Services and Agreement shall be determined by arbitration in Boston, Massachusetts before a single arbitrator. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

## **Article 9**

### **Miscellaneous**

9.1. (Export Control) Customer shall not use the Service in a manner that violates the export control laws of the United States or any other jurisdiction.

9.2. (Government Rights) The software used to deliver the Services has been developed entirely at private expense and have been sold and offered for sale to non-governmental customers. Such software constitutes "commercial computer software" as defined in DFARS 252.227-7014 and in FAR 2.101(a), and "restricted computer software" as defined in FAR 52.227-19 (Jun. 1987) (or any equivalent agency regulation or contract clause). The Services comprising computer software or computer software documentation are provided with RESTRICTED RIGHTS as described in 227.7014(a)(14) (June 1995), and with the rights set forth in FAR 52.227-19 (December 2007). The foregoing grant of Restricted Rights is only for the benefit of the United States government and its contractors and, in their hands, override any inconsistent restrictions set forth elsewhere in this Agreement.

## **Additional Terms & Conditions for Professional Services**

### **Article 1**

#### **Background**

- 1.1. The following terms apply to the Consultancy Services ("Professional Services"), as may be provided to the Customer, as a part of the Services connected to the Falcon.io Services and/or Falcon.io License, and as specified in an Order Form. For clarity, the 'Additional Terms & Conditions for Professional Services' does not govern the access and use of any Falcon.io Platform and affiliated software, which is governed by the Falcon.io General Terms and Conditions.
- 1.2. (Definitions) The terms used in this section, shall have the same meaning as set forth in the Terms and Conditions, unless otherwise stated.
  - a. By 'Consultancy Services' (also referred to as "Professional Services") shall be understood any training or other custom professional services provided to the Customer (e.g. platform or strategic consultancy).
  - b. By 'Professional Services Hours' or 'Consultancy Service Hours' ("Hours") shall be understood the amount of hours available to the Customer, for the provision of Professional Services, as described in an Order Form.
  - c. By Deliverable shall be understood any results, documents, works, materials or graphics which are to be developed specifically for the Customer (customized works), as set forth in an Order Form, or as a part of the Professional Services.

### **Article 2**

#### **Professional Services**

- 2.1. (Professional Services) For the duration of the Agreement, Falcon.io shall provide the Customer with Professional Services in accordance to the number of Professional Service Hours included in the Customer's Order Form.
- 2.2. (Scope of Professional Services) The Professional Services include any time allocated by Falcon.io to Professional Services for a Customer. This includes, but is not limited to, any time spent on calls, e-mails, meetings, drafting of documents, presentation and other preparatory work. Time spent on normal platform training and support is not deducted from the Customer's allotted Hours, however Falcon.io reserves the right to charge a Fee for training, by giving a prior written notice, if the Customer repeatedly fails to attend, or last minute cancels, its training session(s).
- 2.3. (No carry over) Hours cannot be carried over or be reimbursed, if an Order Form expires or is terminated. Unused Hours are not reimbursed or usable after termination.
- 2.4. (Advance use and upfront payment) Falcon.io reserves the right to claim full or partial upfront payment of the Fee(s) relating to Professional Services, if the Customer's Professional Services or Deliverables requires to make use of Hours as credits, and the Customer has not performed upfront payment of all its Fees for the Service Period.

- 2.5. (Changes to Fees) Falcon.io reserves the right to change the hourly worth of predefined Deliverables upon 90 days' notice to the Customer before the end of a Service Period with effect for the upcoming Service Period.

### **Article 3**

#### **Delivery and the obligations of the Customer**

- 3.1. (Customer's obligation) The Customer shall provide Falcon.io with any information, feedback, materials, data and graphics as may be needed by Falcon.io in order to provide Professional Services and Deliverables. Customer shall make itself and necessary employees available to Falcon.io, to answer any reasonable inquiry and request for information, which is needed for Falcon.io to deliver the Professional Services and Deliverables. Falcon.io will, to the extent possible and permissible, collect the needed information from the Services. The Customer shall make itself or its employees available, as soon as possible, and without undue delay. Failure by Customer to deliver information needed and requested by Falcon.io to deliver the Professional Services or Deliverables, may result in delays or deficient Professional Services or Deliverables. Such omissions and delays shall be the sole responsibility of the Customer, and Falcon.io shall not be obliged to perform redelivery or remedy in such situations.
- 3.2. (Access to platform data) Deliverables and Professional Services which are dependent of access to metrics, data and projects from the Customer's account/environment on the Falcon.io Platform, are subject to the limitations of the Falcon.io Platform, and as otherwise set forth in the applicable Order Form. Falcon.io cannot guarantee access to data that belongs to periods prior to the limits set out in the Agreement, Falcon.io's technical documentation or Third Party Provider technical documentation and terms.
- 3.3. (Delivery date) Delivery of Professional Services and Deliverables will be coordinated with the Customer, upon the Customer's request to make use of Hours, either as Professional Services or Deliverables. Falcon.io will use its reasonable efforts to meet the Customer's preferred delivery date, but makes no warranties hereto.
- 3.4. (Reimbursement) The Customer is not entitled to a reimbursement of Fees in case of delays or incomplete Deliverables, where such can be attributed to the Customer's non-fulfilment of its obligations under an Agreement.
- 3.5. (Use of Deliverables and Professional Services) The Customer shall use the Professional Services and Deliverables in accordance to the Terms, the Agreement(s) and the at any time applicable law and governmental regulations.

### **Article 4**

#### **Intellectual property rights and use rights**

- 4.1. (Background IPR) Any intellectual property rights ("IPR"), such as but not limited to, software, code, graphics, text, designs, models, patents, materials, images or know-how (whether or not copyright or patent protected) that were 1) existing prior to or 2) developed independently of, or in connection with, the Services, Professional Services or Deliverables,

shall be considered Falcon.io's, or Falcon.io's licensors, intellectual property rights ("Background IPR").

- 4.2. (Deliverables) Falcon.io retains all rights to the Professional Services, Deliverables and other works which are a result of Professional Services. However, Falcon.io does not claim any ownership or rights to any Customer Content or third party owned materials which may be incorporated into the Deliverables or other results of the Professional Services. The Customer grants Falcon.io a right, as set forth in Article 2.5 of the 'Falcon.io General Terms and Conditions', in order for Falcon.io to provide its Professional Services and Deliverable, for the duration of the Agreement(s).
- 4.3. (Right of use) Falcon.io grants the Customer a limited, revocable, non-exclusive, non-transferable and non-sublicensable right to use the Deliverables, Professional Services and other works which are a result of the Professional Services, for the Customer's internal business purposes only, and only for the duration of an Agreement. Falcon.io reserves all other rights. Except as explicitly set forth herein, Falcon.io does not grant, transfer or bestow any rights in relation to any Background IPR, the Services, Professional Services, Deliverables or any third party intellectual property rights, to the Customer.

## **Article 5**

### **Warranties and liability**

- 5.1. (Warranty) Falcon.io warrants that the Professional Services are conforming with general market standards for comparable services. This warranty does not apply in case of the Customer's failure to meet its obligations under the Terms and an Agreement.
- 5.2. (Remedy) The Customer's sole remedy for a breach of the warranty in article 5.1 of the "Additional Terms and Conditions for Professional Services", is re-performance of the Professional Services or Deliverable(s). The Customer shall send a written notice claiming re-performance, and Falcon.io shall confirm in writing, if it accepts or disputes the claim. If Falcon.io accepts re-performance, it shall be performed within reasonable time from when a claim has been acknowledged, and re-performance shall not exceed the initial delivery time estimate agreed for the Professional Services or Deliverable(s).
- 5.3. (Liability) To the extent permitted under applicable law, Falcon.io's liability in relation to the receipt of Professional Services, Deliverable(s), the Agreement and Terms shall be limited as described in Article 7 of the General Terms and Conditions.