
SOFTWARE AS A SERVICE AGREEMENT

FREE PLAN



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Please consider the terms of the SaaS Agreement carefully before accepting, for it is only if you fully agree with them that you may use the software/service referred to. If you find anything in this text that you do not understand or agree with, please refrain from using aircheckr. If you have any questions, please contact us at info@aircheckr.com.

By ticking the box "I have read and I accept the SaaS Agreement" during sign up at the aircheckr website, you expressly acknowledge and agree that you are entering into a legal agreement with nazka mapps and have understood and agreed to comply with, and be legally bound by, this complete SaaS Agreement. This SaaS Agreement, together with the documents referred to herein, set out the terms upon which you may use our Service, and form a legally binding contract between you and nazka mapps. You hereby completely accept that you do not require an original signature of this Agreement.

BY AND BETWEEN

1. **Nazka mapps**, with registered office at Ravesteinstraat 48 bus a, B-3191 Boortmeerbeek, with enterprise number BE0500.452.197, RPR/RPM Leuven;

Represented by Nicolas Dosselaere, Ides Bauwens & Han Tambuyzer, all three Managing Partners

Hereinafter referred to as “**Nazka**”

AND

2. **You**, on behalf of yourself or the entity that you are entitled to represent

Hereinafter referred to as the “**Customer**”

Nazka and the Customer are hereinafter collectively referred to as the “**Parties**” and each a “**Party**”.

WHEREAS

- (i) Nazka offers an air quality, API-driven service named “**Aircheckr**” which enables the Customer to request the outside air quality information at several levels of detail.
 - (ii) The Customer and, as the case may be, its Affiliates, wish(es) to make use of this service subject to the conditions set forth in this Software as a Service Agreement.
 - (iii) The aim of this Software as a Service Agreement is to lay down all terms and conditions for the collaboration between Parties.
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NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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1. DEFINITIONS AND ORDER OF PRECEDENCE

- 1.1 Any capitalized term used in this Agreement shall have the meaning set forth in Annex 1.
- 1.2 If there is any ambiguity, inconsistency or conflict between the terms and conditions contained in any of the documents forming part of this Agreement, then, unless explicitly provided otherwise, the Agreement shall be construed in the following order of precedence, with the document higher in the list prevailing over the document lower in the list:
1. The Order Form(s) (if any)
 2. The annexes of the Software as a Service Agreement
 3. The Software as a Service Agreement
 4. Any other documents incorporated or referenced herein.
- 1.3 The annexes to this Agreement form an integral part hereof and any reference to this Agreement includes the annexes and vice versa.

2. SERVICES

2.1 General

This Agreement sets forth the general terms and conditions pursuant to which Nazka will supply to the Customer or, as the case may be, its Affiliate(s) and the Customer and its Affiliate(s) concerned will obtain from Nazka, the Services. Such Services are provided as set forth in Annex 4 (“Service Plans”).

Each Order Form shall be effective when executed by Nazka and the Customer (or its Affiliate) and shall form a separate agreement which hereby incorporates by reference, the terms and conditions of this Software as a Service Agreement, as amended and modified in the applicable Order Form.

Nazka will provide the Services, functions and responsibilities as they may evolve during the (Initial or as the case may be, Extended) Term.

The Services will be described in the relevant Order Forms and may include:

2.2 SaaS Services

Nazka shall provide the SaaS Services in the manner described in this Agreement including Annex 2 (“Service Description”), Annex 3 (“Support”), Annex 4 (“Service Plans”) and the relevant Order Form.

2.3 Support & Maintenance Services

Nazka will supply Support & Maintenance Services in the manner described in Annex 3 (“Support & Maintenance”) and the relevant Order Form.

3. OBLIGATIONS OF THE PARTIES

3.1 Obligations of Nazka

3.1.1 Manner of Performance

Nazka will use all reasonable care and judgment to provide the Services in accordance with the terms of this Agreement, including the specific obligations set forth in the annexes and the Order Form. Given the obligations incumbent on it under the Agreement, the Parties expressly agree that Nazka is bound by an obligation of means (“*obligation de moyen*”/“*middelenverbintenis*”), unless explicitly agreed otherwise.

3.1.2 Limitations

- 3.1.2.1 Nazka provides the Services within the limits set by the information supplied by the Customer. Nazka cannot be held liable for the incorrect performance of the Services if such incorrect performance was caused by incorrect, incomplete or late supply of information by the Customer or any other third party.
- 3.1.2.2 All data provided by Nazka is the result of complex calculations derived from models and algorithms. The calculations are also depending on the correctness of specific external input data. Therefore Nazka cannot guarantee the complete reliability of the information at all times. External Events can influence local air quality or their calculations and lead to incorrect information being supplied to the Customer. Nazka cannot be held liable for any inaccuracies within the data provided by Nazka through the Services.
- 3.1.2.3 Nazka reserves the right to suspend access to the Services for a reasonable period of time for the provision of Maintenance Services without compensation.

3.2 Obligations of the Customer

- 3.2.1 The Customer undertakes:
- (a) not to use the Services in a manner that would damage third parties or Nazka.
 - (b) to fulfil all of its obligations, responsibilities and deadlines under the Agreement and, if necessary, apply them to its Affiliates, Users or other stakeholders;
 - (c) to maintain and/or obtain the contractual, regulatory and/or administrative clearances necessary for the receipt and use of the Services.
 - (d) to use the Services in accordance with the specific instructions communicated by Nazka (operational, qualitative, legal, etc.). Use of Services constitutes acceptance by the Customer of the applicable instructions;
 - (e) to use the Services only for its own business purposes and not as part of a service centre for the benefit of third parties.
- 3.2.2 To the extent that the Services are to be provided to Affiliate(s) of the Customer, the Customer warrants i) that it is duly authorised to commit any such Affiliate and ii) that any such Affiliates will be bound by and honour the obligations set forth in this Agreement. The benefit of Services to an Affiliate ceases immediately and automatically when the entity in question ceases to be an Affiliate.
- 3.2.3 The Customer or as the case may be, the Affiliates ensures that its Users strictly comply with the obligations set forth in this Agreement.

4. TERM AND TERMINATION

4.1 Term

- 4.1.1 Unless otherwise agreed in writing, this Agreement enters into force on the date that you, the Customer, clicks the "I agree" button on the aircheckr website, accepting this agreement.

4.1.2 The Agreement remains in force for a term starting on the Effective Date and running until the expiration of a period of forty-five (45) days as of the Effective Date. The Agreement cannot be renewed.

4.2 Fair Use

- 4.2.1 Nazka offers her SaaS Services on the basis of "fair use", which means that, it will not impose any limitations to the system and network load caused by the Customer. However, to the extent that Nazka becomes aware of excessive usage of the SaaS Services, i.e. being usage i.a. CPU usage of bandwidth usage that is significantly higher than the normal usage which can be expected from a reasonable customer, Nazka shall immediately inform the Customer thereof and request the Customer to immediately cease such excessive usage. Parties acknowledge that such excessive use must be considered a material breach of the contractual obligations of the Customer.

4.2.2 After such notification, Customer immediately needs to take appropriate measures to terminate such excessive usage. To the extent that (i) Customer fails to cease such excessive usage within ten (10) hours following Nazka's notification or (ii) Customer's excessive usage threatens to disrupt the provision of SaaS Services to Nazka's other customers, Nazka is entitled to temporarily suspend the provision of the SaaS Services.

4.2.3 In case of a structural excessive usage both Parties will discuss on how to mitigate such excessive usage and the costs thereof.

4.3 Termination

4.3.1 Either Party may terminate this agreement without having to provide a reason after giving prior notice to the other party of at least one day.

4.3.2 Either Party may, without prejudice to its other rights or remedies, terminate this Agreement without prior intervention of a court and with immediate effect if the other Party commits a material breach of this Agreement and provided that such Party had issued a prior notice of default to the other Party.

4.3.3 All provisions of this Agreement, which by their nature should apply beyond its term, will remain in force after any termination or expiration of this Agreement.

5. PRICE

The Services will be provided at no cost.

6. LIABILITY

6.1 A Party is only liable for damage caused by proven defaults attributable to it on the conditions in this section.

6.2 If Nazka is in breach of this Agreement the Customer shall serve notice of default. The notice of default shall be in writing and shall specify in reasonable detail the nature of the default allowing Nazka a reasonable period - and at least thirty (30) days from the receipt of the notice of default - to remedy the default.

6.3 Nazka's liability will be limited to foreseeable, direct and personal damage suffered, to the exclusion of Consequential Damage. In any case, Nazka' maximum and total liability per Contract Year will not exceed 100 percent of the amount effectively paid by the Customer for the Services during such Contract Year.

6.4 Notwithstanding anything provided herein to the contrary, Nazka will not be liable for any damages resulting from:

- a) the Customer's or its Affiliate's late delivery of information requested by Nazka;
- b) the provision of erroneous or incomplete information to Nazka;
- c) the Customer's or its Affiliate's failure to perform an obligation under the Agreement and provided that such non-performance of the obligation concerned has contributed to the damages;
- d) the Customer's or its Affiliate's failure to use any Services provided by Nazka in accordance with the instructions of Nazka;
- e) the unsuitability of the Services and data provided by Nazka for a particular purpose of the Customer;
- f) incorrect or inaccurate information provided by Nazka due to External Events causing the input data to be corrupted;
- g) a Force Majeure Event.

- 6.5 The limitation of liability set forth in this article shall not apply to (i) any damages resulting from willful misconduct or fraud of a Party or (ii) either Party's liability that cannot, as a matter of law, be limited or excluded.
- 6.6 This article does not diminish the Parties' obligation to mitigate any loss or damage as much as possible.
- 6.7 To the extent that Nazka provides Services to any of the Customer's Affiliates, the Customer shall, subject to the conditions set forth in this clause, be held jointly and severally liable for any damages resulting from the non-compliance with this Agreement by its Affiliates.

7. INDEMNITIES

7.1 IPR Indemnity

Each Party will indemnify, defend and hold the other Party and their respective officers, directors, employees, agents, successors and assigns harmless within the limitations set forth in Article 6.1 against any and all losses arising from, related to, or in any way connected with, third party claims arising from any claims of infringement or misappropriation of any patent, trade secret, copyright or other proprietary rights, alleged to have occurred because of systems or other resources provided by the first Party to the other Party.

7.2 Customer Indemnification

Customer will fully indemnify, defend and hold Nazka and its respective officers, directors, employees, agents, successors and assigns harmless for any third-party claims resulting from Customer's failure to comply with its obligations set forth in Article 4.2.

8. FORCE MAJEURE

- 8.1 Neither Party shall be liable to the other for delay or non-performance of its obligations under this Agreement to the extent that this is due to a Force Majeure Event. In case of a Force Majeure Event, either Party's obligations affected by such Force Majeure Event will be suspended for the duration of such Force Majeure Event and either Party will bear its own risks and costs resulting from the Force Majeure Event.
- 8.2 Where a Party is delayed or prevented from performing its obligations under this Agreement by a Force Majeure Event, that Party shall notify the other as soon as reasonably possible with details of the Force Majeure Event, its effect on the relevant obligations and its estimated duration. The affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event upon the performance of its obligations under this Agreement. As soon as reasonably possible following the end of the Force Majeure Event, the affected Party shall notify the other and this Agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event, unless agreed otherwise by the Parties.
- 8.3 If any Force Majeure Event prevents a Party from fulfilling its obligations under this Agreement for a continuous period of more than thirty (30) Working Days, the other Party may terminate this Agreement without compensation. Such notice of termination will be issued to the other Party by registered mail.

9. INTELLECTUAL PROPERTY

9.1 General

- 9.1.1 Each Party shall respect all Intellectual Property Rights of the other Party or any third party.
- 9.1.2 Nothing in this Agreement may be interpreted or construed as a transfer of Intellectual Property Rights from one Party to the other Party. It is prohibited to alienate, pledge or transfer to third parties the Intellectual Property Rights of a Party without that Party's express consent.

9.1.3 Unless expressly provided otherwise in this Agreement, all information, techniques, methods and models used by Nazka for the provision of the Services, are and remain the property of Nazka at all times. Nazka preserves the right to use the knowledge, experience and know-how acquired during the provision of the Services for its own benefit and/or the benefit of third parties.

9.1.4 Any property rights vested in the data provided by the Customer or its Affiliates to Nazka or vice versa, shall remain the property of respectively the Customer/ its Affiliates or Nazka.

9.2 License to the SaaS Services

9.2.1 Subject to the conditions set forth in this Agreement, Nazka hereby grants, for the Term of this Agreement and, as the case may be, until the termination, to the Customer a personal, non-exclusive, non-transferable and non-sub licensable, worldwide license to use the SaaS Services for its own internal business purposes or usual activity (the “**License**”).

9.2.2 The License does not involve the transfer of any title or rights to the Software but only the right to use and make calls to the Aircheckr API and make use of the Aircheckr service necessary to develop maintain and support the Customer’s implementation. The Customer acknowledges that Nazka is and remains the owner of all intellectual, industrial and any other proprietary rights with respect to the Services.

9.2.3 The Customer, its Affiliates and Users shall not be entitled to:

- a. reproduce, remanufacture or in any way duplicate all or any part of the SaaS Services;
- b. reverse-assemble, reverse-compile, reverse-engineer, translate, adjust, modify, disassemble or derive in any manner the SaaS Services, including the underlying source code, structure, sequence or organization in whole or in part, or attempt to do so;
- c. use the SaaS Services for the purpose of developing or assisting in the development of software which is intended to perform the same or substantively the same function(s) as the SaaS Services or any part thereof; and/or
- d. use the SaaS Services as part of a service centre for the benefit of third parties or commercialize such SaaS Services.

9.2.4 The Customer shall refrain from using the SaaS Services for purposes for which it is not properly licensed. The Customer shall, in accordance with Article 7, indemnify and hold Nazka and any third party harmless from any and all consequences in this respect, intervene at the first request of Nazka and at its own costs in any proceedings against Nazka in this respect and assume all the costs of defence of Nazka, including attorneys’ fees.

9.2.5 The License will be granted at the rates set forth in the relevant Order Form and Annex 4 (“Service Plans”).

9.2.6 The Customer ensures that its Affiliates and its Users will comply with the obligations set forth in this Article.

10. CONFIDENTIAL INFORMATION

10.1 “**Confidential Information**” means any information in any format disclosed or made available by or on behalf of a Party to the other Party in respect of this Agreement, except for information that is:

- a. already in the public domain other than by a breach of this Agreement;
- b. rightfully received from a third party not in breach of any obligations of confidentiality;
- c. independently developed by any employees or agents of one Party without access to the confidential information of the other Party;
- d. proven to be already known to the receiving party at the time of disclosure;
- e. produced in compliance with applicable law or a court order, provided that the receiving Party first gives the disclosing Party reasonable notice of such law or order and an opportunity to object to and/or attempt to limit such disclosure.

- 10.2 Parties undertake not to communicate any Confidential Information they have access to under this Agreement to third parties, not to use this information for other purposes than the performance of the Agreement and to communicate such information only to employees, appointed persons and representatives as far as necessary for the performance of this Agreement provided that such parties are bound by obligations of confidentiality substantially similar to the terms of this Agreement
- 10.3 Parties acknowledge that Confidential Information will always remain the property of the Party communicating it.
- 10.4 This confidentiality obligation expires three (3) years after termination of the Agreement. Upon termination of this Agreement, each Party shall spontaneously return to the other Party any originals and copies of the Confidential Information concerned within fifteen (15) days, unless stated otherwise by applicable law.
- 10.5 To the extent that any Affiliates receive any Confidential Information in the performance of this Agreement, the Customer shall ensure that such Affiliates are bound by a confidentiality undertaking that is not less stringent than this confidentiality clause.

11. DATA PROTECTION

- 11.1 Each Party shall, at all times, comply with its respective obligations under all applicable Data Protection Legislation in relation to all Personal Data that is processed under this Agreement. The Customer remains solely responsible for determining the purposes of the processing of Personal Data under the Agreement.
- 11.2 For the avoidance of doubt, the Parties acknowledge that where Data Protection Legislation applies, the Customer acts as the data controller and Nazka acts as the processor of the Personal Data to be stored, used or otherwise processed in the context of this Agreement as these terms are defined in the Data Protection Legislation. The Customer expressly agrees that Nazka is entitled to process Personal Data for the performance of this Agreement and/or any other future documented instructions from the Customer.
- 11.3 Nazka shall not disclose Personal Data to any third parties (i) other than subcontractors or third parties to whom such disclosure is necessary for the provision of the Services or (ii) unless and to the extent required by any competent authority. The Customer agrees that Nazka may engage other Processors where it deems this to be essential to the performance of its Services. Nazka shall inform the Customer of any intended changes concerning the addition or replacement of other processors, thereby giving the Customer the opportunity to object to such changes. To the extent that Nazka needs to disclose Personal Data to one or more of its subcontractors, it shall adopt appropriate contractual safeguards with these subcontractors in order to provide an adequate protection for the Personal Data which they process pursuant to this Agreement. In any event, Nazka shall take appropriate technical and organizational measures to avoid unauthorized use or disclosure of Personal Data.
- 11.4 Where Nazka will, as part of the performance of its Services hereunder, access, handle or use any Personal Data, it will:
- a) Comply with the Data Protection Legislation.
 - b) Make available to the controller all information necessary to demonstrate this compliance with Data Protection Legislation and allow for and contribute to audits conducted by the controller or another auditor mandated by the controller;
 - c) Ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
 - d) Assist the Customer where feasible in ensuring compliance the Customer's obligations pursuant to articles 32 and 36 of the General Data Protection Regulation
 - e) Access, handle, and use such Personal Data only as needed in order to perform its Services under this Agreement or in order to comply with applicable laws or court orders;
 - f) Follow any reasonable instructions provided by the Customer relating to compliance with any laws, regulations or court orders applicable to the collection, use, and disclosure of Personal Data;
 - g) Notify the Customer as soon as reasonably possible in the event of any breach of the security of such Personal Data, and cooperate with the Customer in any post-breach investigation or remediation efforts;

- h) Notify the Customer as soon as reasonably possible in the event the Party is required by law, court order, warrant, subpoena, or other legal or judicial process to disclose any such Personal Data to any person other than the someone expressly approved to receive such Personal Data by the Customer;
- i) Return or destroy all such Personal Data as soon as reasonably possible upon the termination of this Agreement, or at any time during the term of this Agreement upon written instructions from the Customer;
- j) Not transfer the Personal Data to an entity established in a non-EEA country that does not ensure an adequate level of protection within the Data Protection Legislation.
- k) Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk.
- l) At the choice of the Customer, delete or return all personal data to the Customer after the end of the provision of services relating to the processing, as well as deleting existing copies unless Union or Belgian law requires storage of personal data.

12. GENERAL PROVISIONS

12.1 Assignment

Nazka is entitled to assign this Agreement in whole or in part. The Customer shall not assign or transfer this Agreement without the prior, written and explicit consent of Nazka, even when an assignment or transfer takes place by virtue of a legal provision.

12.2 Costs

Each Party shall bear its own costs for the preparation and negotiation of this Agreement.

12.3 Entire agreement

This Agreement, together with the documents referred to in these, constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels and nullifies any previous agreement between the Parties in relation to such matters.

12.4 Modification

No revision, modification or amendment in the terms and conditions herein contained shall become effective unless duly agreed upon in writing between the Parties.

12.5 Severability

If any provision in this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, under any applicable law, that provision, shall be deemed not to form part of the Agreement, and the legality, validity or enforceability of the remainder of this Agreement shall not be affected. Each Party shall use its best efforts to immediately negotiate in good faith a valid replacement provision with an equal or similar economic effect.

12.6 Subcontractors

Nazka reserves the right to deploy subcontractors for the performance of the services under this Agreement.

12.7 Waiver

Failure by either Party to exercise a right or to apply a sanction cannot be interpreted as a waiver of these rights.

12.8 References

Nazka is entitled to use the name and logo of the Customer as reference with respect to its service provision, unless agreed otherwise.

12.9 Dispute Resolution

Unless the law determines otherwise, Parties undertake to settle any disputes by means of consultation and discussion between the Customer's management and Nazka for a period of at least thirty (30) calendar days, before taking matters to court. Parties will meet as often as necessary to discuss the dispute and will take all necessary measures in order to settle matters amicably. The aforementioned period of thirty (30) calendar days starts when either party has requested this dispute resolution procedure in writing.

12.10 Applicable law and jurisdiction

This Agreement shall be governed by and construed in accordance with Belgian law.

All disputes arising out of or in connection with this Agreement and which the Parties were unable to settle amicably in accordance with the aforementioned dispute resolution procedure shall be subject to the exclusive jurisdiction of the Courts of Leuven.

Annex 1 - Definitions

In this Agreement the following capitalized terms shall have the following meaning:

“Affiliates”	Those entities identified as such in the Order Form provided they fulfil the affiliation criteria of the Belgian Company Code (articles 5 and following).
“Agreement”	This SaaS Services Agreement, its annexes, the Order Forms and its exhibits.
“Aircheckr”	The trade name of the API-driven service offered by Nazka as set forth in this Agreement.
“Confidential Information”	Has the meaning set forth in Article 10.
“Consequential Damage”	Damages or losses that do not directly and immediately result from a wrongful act, but instead indirectly and/or after the lapse of some time, including but not limited to loss of earnings, business interruption or stagnation, increase of personnel cost and/or the cost of personnel depletion, damages comprising or resulting from claims by third parties, failure to realize anticipated savings or benefits and loss of data, profits, time or revenue, loss of orders, loss of customers, increase of overhead costs, consequences of a strike, however caused.
“Consumer’s Implementation”	Shall mean all inventions or developments created by the Customer, like applications, widgets, software, etc., that make (partial) use of Nazka Services.
“Contract Year”	Means a period of 12 months following the Effective Date and any anniversary thereof;
“Data Protection Legislation”	Shall mean (a) the Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), (b) the Directive 2002/58/EC of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector, and (c) all other applicable laws and regulations relating to or impacting on the processing of personal data and privacy enacted in the countries where the data originated from and/or is processed.
“Effective Date”	Has the meaning set forth in Article 4.1.
“Emergency Maintenance”	Maintenance Services that do not constitute Planned Maintenance and which need to be provided urgently as to safeguard the stability of the SaaS Services.
“Extended Term”	Has the meaning set forth in Article 4.1.
“External Event”	All events beyond the control of Nazka that influence or could theoretically influence local air quality or the calculation of the air quality due to the corruption of local input data. Examples include, but are not limited to: local fires, chemical pollution, vandalism,...

“Force Majeure Event”	Any event or circumstance outside the reasonable control of a party which makes it impossible for the affected Party to (timely) perform its obligations under the Agreement. Examples of Force Majeure on the side of Nazka are war, rebellion, riots, explosions, strike or social conflicts, deficiencies in the other party’s equipment or deficiencies in telecommunications and IT equipment of third parties.
“Initial Term”	Has the meaning set forth in Article 4.1.
“Intellectual Property Rights”	Any patent, utility model, design right, copyright (including any right in computer software), database right or topography right (whether or not any of these are registered and including applications for registrations of any such item) and any trade secret, know-how or any right or form of protection of a similar nature or having equivalent or similar effect to any of those which may subsist anywhere in the world, including any trademark, service mark, trade or business name.
“Maintenance Services”	The maintenance services described in Article 2.3, Annex 3 (“Support & Maintenance”) and the relevant Order Form;
“Personal Data”	Has the meaning set forth in the Data Protection Legislation.
“Planned Maintenance”	The provision of Maintenance Services which do not constitute Emergency Maintenance and which can be planned in advance. Planned Maintenance Services are further described in Annex 3 (“Support & Maintenance”);
“SaaS Services”	The Services that consists of making the SaaS platform available to the Customer or its Affiliates, as further described in Annex 2 (“Service Description”).
“SaaS Services Agreement”	This document including its Annexes.
“Services”	The Services means all services, functions, responsibilities and outputs of Nazka as described in the Agreement and Annex 2 (“Service Description”).
“Support Services”	The support services described in Article 2.3, Annex 3 (“Support & Maintenance”) and the relevant Order Form;
“Order Form”	The request by which the Customer from time to time requests Nazka to supply certain Services, and accepted by Nazka in writing.
“User”	Any individual entitled to use the implementation of the Customer or the one of its Affiliates.
“Widget”	Meaning any applet (portable code) intended to be used within web pages. The widget has a fixed/rigid design and content that cannot be changed. These widgets provide Aircheckr information at different levels of detail.

Annex 2 - Service Description

Aircheckr creates & opens up outside air quality information at a high detail and quality. The Aircheckr algorithms calculate the outside air quality information at several levels of detail. The information can be requested for (near) real-time, but also forecasting & historic data are available. Aircheckr can be integrated in your applications through the Aircheckr API or the widget.

The Service under this Agreement consists of (if already available):

Aircheckr service: The API-driven Aircheckr service allows the Customer to integrate Aircheckr into their own software/service/application in a flexible way. The Customer uses the Aircheckr API to select the exact information on outside air quality needed. This means the Customer can customise the Aircheckr input by choosing e.g. a specific air quality index or by adding recommendations or pollutant information or by requesting the air quality information for other dates.

Aircheckr widget: The API-driven Aircheckr web widget is an applet (portable code) intended to be used within web pages. The widget has a fixed/rigid design and content that cannot be changed. These widgets provide Aircheckr information at e.g. Street level detail.

The allowed amount of monthly API calls differs based on the chosen plan. Please refer to Annex 4 (“Service Plans”)

Annex 3 – Support & Maintenance

1. Support Services

1.1 Helpdesk

1.1.1 As part of the Support Services, Nazka makes available a helpdesk. All Incidents, Errors, questions or issues, can be submitted to the Helpdesk.

1.1.2 The Helpdesk can be contacted as follows:

ircheckr.com

2. Maintenance Services

2.1 Corrective Maintenance

2.1.1 Nazka will provide Corrective Maintenance Services. To that end, the Customer will immediately inform the Helpdesk, accordance with the procedure set forth above, as to allow Nazka to correct such Errors.

2.1.2 Maintenance Services are handled in a chronological manner. No priority requests for maintenance exists unless otherwise stated in this Agreement.

2.1.3 Nazka will not provide Error correction if:

- (i) the failure results from the User's incorrect use of the SaaS Services;
- (ii) the failure results from the introduction or use of scripts by individuals who are not entitled thereto by Nazka;
- (iii) the failure cannot be reproduced;
- (iv) the failure is the result of the use of software or equipment that is not in accordance with the specifications set forth in the Service Description or the Documentation.

2.2 Planned Maintenance and Emergency Maintenance

2.2.1 Nazka will endeavour to provide such Maintenance Services as part of Planned Maintenance. Such Planned Maintenance will be executed during weekends between 21:00 p.m. and 07:00 a.m. If Planned Maintenance is set to be executed on a different time Nazka will inform the Customer thereof 2 Working Days in advance.

2.2.2 In some urgent cases Maintenance Services can also be provided as part of Emergency Maintenance. In case of Emergency Maintenance, Nazka will try to provide prior notice thereof to the Customer.

Annex 4 – Service Plans

Nazka offers three different Service Plans. These Service Plans differ from each other in their cost, limit of API calls, duration and support priority. Following plans are available.

Your plan is: **Free**

<input checked="" type="checkbox"/> FREE
<ul style="list-style-type: none">● Charge: Free (no cost)● API call limit: 1.500 Aircheckr API calls for the Aircheckr service (incl. the Aircheckr widget) for the duration of the Agreement● Duration: no limit● Maintenance/Support: Basic (Annex 3)
<input type="checkbox"/> BASIC
<ul style="list-style-type: none">● Charge: 5 price classes based on the number of calls to the Aircheckr API for the aicheckr service (incl. the widget)● API call limit: 150.000 Aircheckr API calls per month for the Aircheckr service service (incl. the widget)● Duration: 1 Year (Article 4.1)● Maintenance/Support: Basic (Annex 3)
<input type="checkbox"/> ENTERPRISE
<ul style="list-style-type: none">● Charge: To be agreed upon● API call limit: Unlimited Aircheckr API calls per month for the Aircheckr service (incl. the widget)● Duration: 1 Year (Article 4.1)● Maintenance/Support: Priority