

## ATTRAQT

### Platform Terms & Conditions [ATQT-20-08-UK]

The following terms and conditions apply to the provision by ATTRAQT of the “Experience Orchestrator (XO)”, “Fredhopper” and “Freestyle Merchandising” platforms (“Platforms”), comprising data storage processing and transmission, made available from cloud-based servers as subscribed Software-as-a-Service.

#### 1. Rights of Customer

Subject to these terms and conditions and the Service Order, including other documents incorporated by explicit reference therein (“Agreement”), ATTRAQT will provide Customer with access to and use of the Platform through the internet, for Customer’s business purposes, including for internal staging, testing, training and demonstration purposes. Customer may use and reproduce, translate, modify and make derivative works of all or any part of the Documentation, for Customer’s own internal use. ATTRAQT’s provision of the Platform is specific to the software edition/release as deployed for Customer (including agreed upgrades), and is non-exclusive. Customer’s rights are limited to those expressly granted in the Agreement. ATTRAQT reserves all rights and licenses in and to the Platform which are not expressly granted to Customer in the Agreement.

#### 2. Restrictions

Customer agrees not to:

- a) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, object code, or underlying structure, ideas or algorithms of the Platform, software or data related to the Platform (“Software”);
- b) modify, translate, or create derivative or competitive works, products or services based on the Platform or Software, or copy any ideas, features, functions or graphics thereof;
- c) use, copy, distribute, or sub-license the Platform, Software or Documentation except as expressly permitted in the Agreement;
- d) assign, market, sell, lease, rent, or timeshare the Platform, Software or Documentation or use the Platform for bureau purposes or for any purpose other than its own internal business purposes, or otherwise transfer, pledge as security or encumber the rights granted hereby;
- e) permit any third party to access the Platform, Software or Documentation except as permitted in the Agreement;
- f) use the Platform, Software or Documentation other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including, but not limited to, data protection, privacy, intellectual property, and consumer laws).

#### 3. Limitations

Customer’s use of the Platform is subject to the usage and other limits as specified in the Service Order. ATTRAQT will monitor, count, and report on Customer’s usage. If Customer exceeds a usage or other limit, the excess will be chargeable and will become due and payable in accordance with clause 12 (Fees) and/or the Service Order.

#### 4. Documentation

ATTRAQT will provide Customer with such Documentation in the English language as shall be sufficient to enable Customer to configure, test, and use the Platform. ATTRAQT will from time to time provide updates, enhancements, revisions and/or supplements to the Documentation at no additional cost to Customer. Customer acknowledges that the Documentation is protected by copyright and may be used and reproduced only as permitted in the Agreement.

#### 5. Warranties

**5.1** Platform provision involves the storage, processing and transmission of data, facilitated by specific versions of Platform software operating on remotely accessed servers “in the cloud”, with built-in failover and redundancy protection, and over internet connections with sufficient bandwidth, plus networking, security management, and other services.

**5.2** The Platform and all services will be provided with reasonable skill and care in accordance with generally accepted engineering standards and applicable laws and regulations, by suitably trained and experienced staff.

#### 5.3 Platform Functionality Warranty

ATTRAQT warrants that the Platform substantially complies with the Documentation and is free from defects in design and/or workmanship. Should the Platform fail to meet this standard, ATTRAQT shall at its option either (a) rectify the non-conformance and provide Customer with a remedied release of the Platform within thirty (30) days at no additional cost; or (b) refund Fees paid by Customer for the non-conforming Platform (“Platform Functionality Warranty”). The Platform Functionality Warranty is subject to the following conditions: (a) the Platform is

used in accordance with the Documentation and the Agreement; and (b) Customer has given written notice to ATTRAQT of any claim, action or non-conformance within thirty (30) days of Customer's knowledge of such claim, action or non-conformance.

#### **5.4 Platform Performance Warranty**

ATTRAQT warrants that the performance delivered by the Platform shall meet or exceed the threshold standard corresponding to the Service Level selected by Customer in the Service Order, and as set out at Schedule 1 – Platform Performance. Should the Platform fail to meet this threshold standard ATTRAQT will provide Customer with the corresponding credits as described and calculated in accordance with Schedule 1. In the event the Platform's Monthly Uptime Percentage (Schedule 1) is less than 99% in two (2) months within a period of six (6) months, Customer may terminate the Agreement and within a reasonable period thereafter ATTRAQT will refund that proportion of Fees paid which relates to the unexpired Term.

#### **5.5 Maintenance & Support Warranty**

ATTRAQT shall make commercially reasonable endeavors to keep the Platform available 24 hours a day, seven days a week, and will provide ongoing maintenance and support services to Customer to the level specified in the Service Order and as set out at Schedule 2 – Service & Support Level.

**5.6** The foregoing are Customer's sole and exclusive remedies. The warranties continue to apply to all supported versions of the Platform software and shall cease to apply to versions of the Platform software falling out of support in accordance with schedule 2 clause 7. The warranties are made to and for the benefit of Customer only. No other warranties, express or implied (including warranties of quality or fitness for Customer's intended use) are given. The uninterrupted or error-free performance of the Platform, or that all Platform errors will be corrected is not warranted.

**5.7** ATTRAQT shall be at liberty to vary details of its Platform Performance and Maintenance & Support Service Levels as set out at Schedules 1 and 2. Changes shall have effect from commencement of the next renewal Term thereafter provided ATTRAQT gives at least thirty (30) days' advance written notice, unless the Parties agree otherwise in writing.

### **6. Title & Indemnity**

ATTRAQT will not own any Intellectual Property Rights in any data indexed and generated for Customer by the Platform. All Intellectual Property Rights in the Platform, Software, and the Documentation, and any modifications, shall remain the property of ATTRAQT. This agreement does not constitute a transfer to Customer of any title to or Intellectual Property Right in the Platform, or the Documentation. ATTRAQT confirms it has rights to the Platform and Documentation needed to grant the rights given to Customer in the Agreement. ATTRAQT undertakes to defend Customer from claims or actions arising that use of the Platform (or any part thereof) infringes the Intellectual Property Rights of a third party ("Claim"), and shall indemnify Customer from and against losses, damages, costs (including reasonable legal fees) incurred by or awarded against Customer as a result of such Claim. If any Claim is made or in ATTRAQT's reasonable opinion is likely to be made, ATTRAQT may at its sole option and expense: (a) procure for Customer the right to continue using the Platform (or any part thereof) in accordance with the terms of the Agreement, or (b) modify or replace the Platform so that it ceases to be infringing, provided that any modified or replacement Platform complies with the express warranties contained in the Agreement. Customer agrees to indemnify and hold harmless ATTRAQT and its affiliates, and their respective officers, directors, employees, representatives and agents (the "Indemnified Parties") from and against any and all claims, liabilities, damages (actual and consequential), losses, fines, and expenses (including legal and other professional fees and costs of investigations) arising from or in any way related to (a) the use of ATTRAQT Platform; (b) Customer's breach of this Agreement or applicable law; (c) Customer's gross negligence or willful misconduct; (d) any dispute between Customer and a third party; (e) Customer's violation of any third party's rights, including intellectual property rights.

### **7. Liability**

The Parties do not exclude or limit liability for: (a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) any other liability that cannot be excluded or limited by law.

ATTRAQT's liability to Customer for breach of Data Protection Legislation or any data processing agreement entered into pursuant to clause 9 shall be as set out in the Data Processing and Security Terms, or where there is none, in accordance with this clause.

The results obtainable from Platform use are substantially determined by configuration choices made by Customer in its operation of the Platform. Customer is solely responsible for the results of its use of the Platform and Documentation, and for conclusions drawn from such use. ATTRAQT does not warrant any specific results or returns from Platform use and shall have no liability for damage caused by errors or omissions in any information, instructions or data provided to the Platform or ATTRAQT by Customer, or any actions taken by ATTRAQT at Customer's direction. ATTRAQT shall not be liable under any theory of liability or for any reason for content displayed on Customer's web sites and the results and consequences thereof.

Except as provided elsewhere in this clause, in no event shall either party be liable to the other for any form of indirect, consequential or special loss, including (but not limited to) loss of profits, revenues or other economic loss, loss of data, loss of use, production, contract, opportunity, savings, discount or rebate (whether actual or anticipated), harm to reputation or loss of goodwill, arising out of or relating to the Agreement or use of the Platform and whether such loss or damage was foreseeable, known, foreseen, or the Parties were advised of the possibility of such damage.

All warranties, representations, conditions and all other terms of any kind whatsoever including any implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement

Except as provided elsewhere in this clause liability under any claim made by either Party shall not exceed the total amount of fees paid by Customer in the prior twelve (12) months period, or for new Customers the total amount of fees contracted to be paid in the first twelve (12) months.

No action arising out of this Agreement (other than an action for fees owed by Customer) may be brought more than one (1) year after the date on which the cause of action first arose or first came to the attention of the claimant Party.

## **8. Confidential Information**

Confidential Information is a valuable asset of the Party disclosing it ("Disclosing Party") and shall be used by the Party receiving it ("Receiving Party") solely for the purposes of the Agreement. Confidential Information shall not be disclosed to third parties without the Disclosing Party's prior written consent. The Receiving Party shall take reasonable precautions to protect Confidential Information of the Disclosing Party, having regard to the type and nature of information disclosed. The Receiving Party will limit access to the Disclosing Party's Confidential Information on a need to know/use basis, and exercise due care to protect the Confidential Information from unauthorized use and disclosure. Disclosure of Confidential Information to individuals working as contractors is permitted without consent, provided such contractors are under binding obligations of confidentiality no less restrictive than those contained herein.

Confidential Information includes the Agreement, Documentation, algorithms, data sheets, benchmark tests, specifications, business plans, product plans, costs, prices, know-how, trade secrets, inventions, techniques, processes, schematics and any other proprietary information marked "confidential" or which would – due to its nature or the manner and circumstances of its disclosure – be understood by a reasonable person to be confidential. Confidential Information does not include information that is (i) publicly available; (ii) obtained independently without violation of the Agreement; (iii) obtained from third parties without restrictions on disclosure; or (iv) required to be publicly disclosed by applicable law, order of a court or other governmental entity ("Confidential Information").

## **9. Data Processing**

Customer grants to ATTRAQT the right to use, copy and display data received from Customer ("Customer Data"), to the extent necessary for provision of the Platform and associated services. ATTRAQT will not own any right, title or interest in the Customer Data.

Aggregate/Anonymous Data. Customer agrees that Attraqt will have the right to generate aggregate/anonymous data and that aggregate/anonymous data shall form part of the Software and Platform, which Attraqt may use for any business purpose during or after the term of any agreement between Customer and Attraqt (including without limitation to develop and improve Attraqt's algorithms, products and services and to create and distribute reports and other materials). For clarity, Attraqt will only disclose aggregate/anonymous data externally in a de-identified (anonymous) form that does not identify Customer, users of the Software and Platform, or the identities of the Customer's website visitors, and that is stripped of all persistent identifiers (such as device identifiers, IP addresses, and cookie IDs). Customer is not responsible for Attraqt's use of aggregate/anonymous Data. It is agreed that aggregate/anonymous data shall mean (i) data generated by aggregating Customer Data with other data so the results are non-personally identifiable with respect to Customer or its website visitors; and (ii) learnings, logs and data regarding use of the Attraqt Software and Platform.

The Parties will comply with all requirements of Data Protection Legislation which apply to them. This clause is in addition to, and does not relieve, remove or replace a Party's obligations under the Data Protection Legislation.

If the Platform (and/or any additional services to be provided under the Agreement – whether from the Effective Date or subsequently) necessitates the Processing of any Personal Data ("Process" and "Personal Data" having the meanings given to them in the Data Protection Legislation) the additional terms and conditions contained in the Data Processing and Security Terms at Schedule 4 shall apply.

## **10. Data Security**

Customer has sole responsibility for the quality, accuracy and legality of Customer Data, including any Personal Data within Customer Data.

ATTRAQT shall have commercially reasonable security measures in place around its receipt and handling of Customer Data, taking into account the nature of the Customer Data and potential risks to it, state of the art, and the costs of implementation. In the event Customer Data

includes any Personal Data the requirements of this clause shall apply to that part of the Customer Data which excludes Personal Data (the requirements of the Data Processing and Security Terms signed pursuant to clause 9 above applying to the Personal Data).

#### **11. Fees**

Customer agrees to pay ATTRAQT all fees due under the Agreement ("Fees") within thirty (30) days of date of invoice.

The Fees reflect the allocation of risks between the Parties and limitation of liability. Except as provided in clause 5, the Fees are non-cancelable and non-refundable.

All Fees are net amounts and are payable in full, without any deduction for taxes or duties of any kind. Customer shall pay any and all sales, value-added, or other taxes or duties imposed on it by any governmental authority.

If Customer has a good-faith belief that it has been incorrectly invoiced by ATTRAQT, Customer must contact ATTRAQT in writing within thirty (30) days of date of invoice, specifying the amount of the adjustment or credit requested.

Unless Customer has notified ATTRAQT of such dispute, payments not received by ATTRAQT by the due date will be subject to interest of one per cent (1%) per month, which interest will be immediately due and payable.

Customer may not offset Fees due against any claim it has or may make against ATTRAQT, nor suspend payment on any ground.

#### **12. Fee Adjustments**

ATTRAQT may modify its Fees from time to time. Modified Fees may only take effect in a new/renewed Term. For a period of three (3) years from the Effective Date the annual increase applying in a new/renewed Term shall not be more than five percent (5%) per year.

#### **13. Default**

A Party which fails to perform an obligation under the Agreement shall only be in default if the other has given it written notice requiring performance within a reasonable period, and the defaulting Party has failed to cure the breach within a reasonable period thereafter.

#### **14. Non-assignment**

Neither the Agreement nor any rights under it may be assigned or otherwise transferred by Customer, in whole or in part, whether voluntarily or by operation of law, including by way of sale of assets, merger or consolidation, without the prior written consent of ATTRAQT, which may not be withheld or delayed unreasonably. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and assigns.

#### **15. Term and Termination**

Provision of the Platform shall commence on the effective date as stated in the Service Order ("Effective Date") and shall continue for the term(s) specified ("Term(s)"), until terminated in accordance with this clause.

Subscriptions shall renew automatically at the end of the Term(s), for subsequent periods of twelve (12) months ("Renewal Term"), unless terminated by either Party by service of a written termination notice delivered to the other at least thirty (30) days prior to expiration of the then current Term.

Subscriptions include the Maintenance & Support services provided pursuant to clause 5.5 and schedule 2, and shall run and terminate concurrently. Any purported termination of the Platform or Maintenance & Support services alone shall be deemed termination of all services under the Agreement.

Customer has the right to terminate the Agreement for convenience at any time upon ninety (90) days prior written notice to ATTRAQT. Upon termination for convenience, any sums unpaid or outstanding for the full Term contracted under the Agreement (whether ATTRAQT's services are used by the Customer or not) shall become immediately due and payable at the termination date. For the avoidance of doubt, Customer acknowledges it is not entitled to any refund, reimbursement or credit for Fees paid or due following termination for convenience.

Other than where termination is for convenience, thirty (30) days' written notice must be given within thirty (30) days after the event giving rise to the right to terminate.

Either Party may terminate the Agreement at its own risk with immediate effect and without notice in the event of a serious and urgent breach which is likely to prejudice one of the parties. The Parties acknowledge and accept that the following instances (being a non-exhaustive list) shall be deemed as being "serious and urgent" breaches allowing a Party to terminate this Agreement with immediate effect, without risk or liability: (a) the other Party is in breach and fails to cure such breach in accordance with clause 13; or (b) the other Party terminates its business activities or becomes insolvent, is unable to pay its debts as they fall due, makes an assignment for the benefit of creditors, or becomes subject to direct control by an administrator, receiver, trustee or similar authority. In the event of any other breach of the Agreement by either of the Parties, termination shall be effective thirty (30) days after a remediation notice letter sent by recorded delivery with acknowledgement of

receipt was sent to the defaulting Party which remains partially or totally unremedied. The date of the first presentation of the aforementioned notice letter is the valid date.

Except as provided elsewhere in this clause and where termination occurs as a result of a material breach of contract by ATTRAQT, termination by either Party will not entitle Customer to a refund, reimbursement or credit for Fees paid or due under the Agreement.

Termination will not affect the Parties' obligations concerning Confidential Information, payment of amounts due, and non-solicitation, nor with regards to limitation of liability and/or applicable law, which provisions will survive termination.

Upon termination, Customer shall discontinue all use of the Platform, Documentation, Confidential Information and derivative works or copies thereof. ATTRAQT shall return or destroy the Customer Data and both Parties shall return or destroy the other's Confidential Information. Within 30 days after termination the Parties will supply each other with a certificate signed by an executive officer verifying that the provisions of this clause have been complied with.

#### **16. Waiver**

Any waiver of the provisions of the Agreement or of the rights and remedies of either Party must be in writing to have effect. Failure, negligence or delay in the enforcement of rights or remedies shall not be construed as a waiver and will not affect the validity of the whole or any part of the Agreement or prejudice the Parties' rights to take subsequent action, except that time limits set out in the Agreement shall continue to apply.

#### **17. Severability**

If any provision of the Agreement is found to be invalid, unlawful or unenforceable, the Parties will in good faith agree to such amendments as will preserve, so far as possible, the intentions expressed in the Agreement. If the Parties fail to agree an amendment, the invalid provision will be severed from the remaining provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

#### **18. Standard terms**

No terms, provisions or conditions of any purchase order, acknowledgement, or other business form that Customer uses in connection with its subscription to the Platform and related services from ATTRAQT will have any effect on the rights, duties or obligations of the Parties under, or otherwise modify, the Agreement, regardless of any failure by ATTRAQT to object to such terms, provisions or conditions. If these terms and conditions and the Agreement are considered an offer, acceptance is expressly limited to these terms and conditions and the Agreement.

#### **19. Publicity**

Except as provided otherwise elsewhere in the Agreement neither Party may use the name of the other in any public statement or publicly disseminated marketing materials without the prior written consent of the other. In all circumstances the Parties shall refrain from making negative statements about the other to third parties.

#### **20. Entire Agreement**

These terms and conditions and the Service Order, including any other documents incorporated by explicit reference therein constitute, in combination, the final and complete expression of the Agreement and understanding between ATTRAQT and Customer with regards to the subject matter, and supersede all other prior covenants, agreements, undertakings, obligations, promises, arrangements, communications, representations and warranties, negotiations and understandings whether oral or written, by the Parties or any director, officer, employee, or agent of either Party.

Service Orders shall only be binding if in writing and validly signed on behalf of both Parties.

If there is a conflict or inconsistency between these terms and conditions and the Service Order, the most recently signed document shall prevail to the extent of that conflict or inconsistency.

#### **21. Governing Law**

The Agreement shall be governed by and interpreted in accordance with the laws of England & Wales. All disputes arising in connection with the Agreement, including disputes concerning the existence and validity thereof, shall be resolved by the courts of England.

#### **Dispute Resolution**

The Parties shall use reasonable efforts to negotiate and to attempt to amicably settle any dispute related to the validity, interpretation, performance or non-performance, suspension or termination of this Agreement. If the Parties do not agree an amicable solution within thirty (30) days after being notified by either one of the Parties, any unresolved dispute or request shall be referred to the competent court (as set out in the "Governing Law" section) by the most diligent Party.

## **22. Notices**

All notices required or permitted under the Agreement shall be in writing and sent by mail, courier, or email, to the addresses set forth in the Service Order or such other addresses as the Parties may from time to time notify to each other in writing. Notices shall be deemed delivered on the date receipt is confirmed by the receiving Party, except that notices sent by registered or recorded delivery mail or by courier shall be deemed delivered on the date delivery is confirmed by the relevant mail service or courier.

## **23. Force Majeure & Unforeseen Circumstances**

Force majeure is hereby defined as any events, circumstances or causes beyond its reasonable control. Neither party shall be in breach of the Agreement nor liable for delays or failures of performance of its obligations if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the affected Party shall be entitled to a reasonable extension of time for the performance of its obligations. If the period of delay or non-performance continues for three (3) weeks, the Party not affected may terminate the Agreement by giving thirty (30) days' written notice to the affected Party.

## **24. Non-solicitation**

Customer acknowledges that ATTRAQT's employees and contractors are a valuable asset of ATTRAQT and are difficult to replace. Customer agrees that for the duration of the Agreement and for a period of one (1) year after termination, Customer will not without the prior written consent of ATTRAQT solicit, hire or employ, on behalf of Customer or any other organisation, any employee or contractor of ATTRAQT materially involved in the provision of the Platform and of services under the Agreement. Customer agrees that damages for a breach of this obligation would be difficult to quantify and agrees to pay liquidated damages equal to one-hundred percent (100%) of the applicable person's gross annual salary or annualised contractor fees in the event of breaches.

## **25. Definitions**

Capitalised words and phrases in the Agreement shall have the meanings given to them under Schedule 3.

## **26. Electronic signature**

Where the Parties use a secure electronic signature system, and for evidentiary purposes, the Parties agree that this Agreement will be established in electronic format by the use of such a secure system, and that this format will then be an original copy of this Agreement which will be legally binding on the Parties. Both the Client and ATTRAQT agree that such electronic signature shall have the same value as their handwritten signatures and that the date of execution of this Agreement by the secure electronic signature system shall be deemed to be the date of execution of this Agreement.

Schedule 1 – Platform Performance

1.1a Service Levels and Credits (applicable to Fredhopper and Freestyle Merchandising Platforms)

Performance measures	Service Level		
	Standard	Advanced	Premium
<b>Platform Availability<sup>1</sup></b> Monthly Uptime Percentage of Platform-AS-API	99.90%	99.95%	99.95%
<b>Platform Response Times<sup>2</sup></b> Average Response Time of Platform-AS-API	+/- 500 milliseconds*	<500 milliseconds	<300 milliseconds
<b>Performance reporting<sup>3</sup></b>	by Customer	Quarterly, by ATTRAQT	Monthly, by ATTRAQT

\* ATTRAQT shall exercise reasonable efforts to manage average platform response time of under 500ms but shall be under no obligation to meet a minimum standard.

1.1b Service Levels and Credits (applicable to Experience Orchestrator Platform)

Indicator	Description	Commitment		
		Standard	Advanced	Premium
<b>Platform Availability<sup>1</sup></b> API availability for data collection and feedback of recommendations		99.0%	99.9%	99.9%
<b>Platform Response Times<sup>2</sup></b> Server-side API call response times for data collection (api.early-birds.fr/tracker/*) and recommendation display (api.early-birds.fr / widget / *)	N/A	<200 milliseconds on average	<150 milliseconds on average	<300ms to 99%
<b>Rate of provision of data flows</b> Daily delivery of raw data feeds at D + 2 maximum on the J-1 visit flow	N/A	90.0%	96.0%	

1.2 Platform Availability<sup>1</sup> – Credits

Where Platform Availability in a calendar month falls below the Monthly Uptime Percentage threshold corresponding to Customer’s chosen Service Level, Customer shall be eligible to receive Cash or Time Credits as follows:

1.2.1 Time Credits Eligibility:

Monthly Uptime Percentage	Time Credit	Standard Service Level	Advanced Service Level
≥99.91% to ≤99.95%	1 day	-	X
≥99.51% to ≤99.90%	3 days	X	X
≥99.01% to ≤99.50%	7 days	X	X
≤99.00%	15 days	X	X

### 1.2.2 Cash Credit Eligibility

Monthly Uptime Percentage	Cash Credit Eligibility (Premium only)
≥99.91% to ≤99.95%	3% of the then current monthly service fee
≥99.51% to ≤99.90%	10% of the then current monthly service fee
≥99.01% to ≤99.50%	23% of the then current monthly service fee
≤99.00%	50% of the then current monthly service fee

### 1.3 Platform Response Times<sup>2</sup> – Credits

Where Platform Response Times in a calendar month fall below the thresholds stated for a Customer selecting the Premium and Advanced Service Levels, Customer shall be eligible to receive Cash or Time Credits as follows:

Service Level	Cash Credits	Time Credits
Standard	Nil	Nil
Advanced	Nil	1 day
Premium	10% of the then current monthly service fee	Nil

All Platform Response Times shall be:

1. tested and measured by ATTRAQT:
  - 1.1. Over the course of each calendar month and an Average Response Time is calculated by removing the top 5% of response times and taking an average of the remainder;
  - 1.2. From the time ATTRAQT receives a request from the Customer to the first byte of response transmission;
2. subject to adherence with ATTRAQT's best practice guidance as may be advised by ATTRAQT from time to time; and
3. exclusive of
  - 3.1. Internet latency;
  - 3.2. Customer bandwidth limitations.

Customer agrees that it shall inform ATTRAQT with five (5) business days' notice of foreseeable traffic surges such as sale events.

If Customer detects that the Platform Response Time is not being met, it shall raise a S1 support ticket.

### 1.4 Performance Reporting<sup>3</sup>

For Customers selecting the Premium and Advanced Service Levels ATTRAQT will monitor Platform Performance and report on any Credits due within 15 days after the end of the reporting period applicable to the Service Level selected.

Customers selecting the Standard Service Level must claim any Credits owed to them by contacting ATTRAQT within thirty (30) days of the end of the month giving rise to Customer's eligibility. No credits shall be awarded for claims made out of time.

### 1.5 General

The aggregate maximum Time Credit per calendar month shall not exceed fifteen (15) days. Time Credits are cumulative and shall be added to the end of the Term. Time Credits have no monetary value and may not be exchanged or converted.

The performance thresholds for Premium service level shown in this Schedule shall only apply to the extent they are agreed and confirmed in writing directly between ATTRAQT and Customer in the Service Order or subsequently.



## Schedule 2 – Maintenance & Support

### 2.1 Contact Persons

Customer shall appoint up to three (3) contact persons (“Contact Persons”) through whom all communication with ATTRAQT Customer Support must be channeled. As soon as reasonably practicable Customer will inform ATTRAQT the names, job titles, geographic locations, and telephone and email contact details of its Contact Persons, including any changes and updates thereto. ATTRAQT’s obligation is limited to providing support to the duly assigned Contact Persons.

### 2.2 Incidents & Service Requests

All maintenance and support services are delivered through ATTRAQT Customer Support by assisting customers with either Incidents or Service Requests.

### 2.3 Registering Incidents or Service Requests

ATTRAQT Customer Support must be contacted by Customer contact persons to report any Incidents or Service Requests through any of the channels set out in Annex 1 to this Schedule 2. For telephone assistance, ATTRAQT will require Customer to provide written descriptions of the incident or service request as well as any other information reasonably necessary for proper identification and resolution of the incident or service request.

### 2.4 Incident & Service Request Classification (applicable to Fredhopper and Freestyle Merchandising Platforms)

Upon receipt of a valid support ticket reported by Customer, ATTRAQT will give it a classification corresponding to the appropriate criteria as set out below:

Severity 1 (S1)	<p><b>Business Impact</b> Complete production standstill – Unable to trade on one or more sites</p> <p><b>Description</b></p> <ul style="list-style-type: none"> <li>Fatal operational failures causing a complete Platform-AS-API outage resulting in total absence of Platform Availability to Customer</li> </ul>
Severity 2 (S2)	<p><b>Business Impact</b> Partial production standstill - Trade affected on all sites</p> <p><b>Description</b></p> <ul style="list-style-type: none"> <li>Incidents in which Platform availability is restricted (eg. end users experience issues on the store front end or the Platform operates with difficulty or delay) for all customer sites.</li> <li>Incidents in which data fails to import into the Live Service, returning products that are out of date on a Live production environment for all customer sites.</li> <li>Incidents in which the Live control panel or Business Manager is inaccessible outside of normal maintenance hours for all customer sites.</li> </ul> <p><b>Business Impact</b> Partial production standstill - Trade affected on some sites</p> <p><b>Description</b></p> <ul style="list-style-type: none"> <li>Incidents in which Platform availability is restricted (eg. end users experience issues on the store front end or the Platform operates with difficulty or delay) for some customer sites.</li> <li>Incidents in which data fails to import into the Live Service, returning products that are out of date on a Live production environment for some customer sites.</li> <li>Incidents in which the Live control panel or Business Manager is inaccessible outside of normal maintenance hours for some customer sites.</li> </ul>
Severity 3 (S3)	<p><b>Business Impact</b> Business Efficiency Impacted</p> <p><b>Description</b></p> <ul style="list-style-type: none"> <li>All Service Requests</li> <li>Incidents not being S1 or S2 – typically minor incidents, or incidents where a workaround is available.</li> </ul>

### 2.5a Service Levels (applicable to Fredhopper and Freestyle Merchandising Platforms)

ATTRAQT shall make commercially reasonable efforts to provide maintenance and support by ticket, telephone, email, and remote access, in the English language, according to the Service Level selected by Customer in the Service Order, and as follows:

Maintenance & Support	Coverage	Service Level				
		Standard	Advanced	Premium		
<b>S1 Incident</b>	24 hours per day, 7 days per week, 365 days per year	2 hours 60-minute intervals 16 hours	1 hour 60-minute intervals 8 hours	30 minutes 30-minute intervals 4 hours (rollbacks)		
Response time						
Update time						
Resolution time						
<b>S2 Incident</b>	During ATTRAQT Customer Support service hours	8 hours 48 hours	4 hours 48 hours	2 hours 24 hours		
Response time						
Resolution time						
<b>Out-of-hours S2 Support</b>	24 hours per day, 7 days per week, 365 days per year	NO	NO	YES		
<b>S3 Incident or Service Request</b>	During ATTRAQT Customer Support service hours	48 hours not specified	24 hours not specified	24 hours not specified		
Response Time						
Resolution Time						
<b>Written S1 Root Cause Analysis Report upon Incident resolution</b>						
Initial high-Level explanation to be provided after Product or Service operations have been restored.		Average of 3 ATTRAQT business days	Average of 2 ATTRAQT business days	Average of 1 ATTRAQT business day		
Full detailed RCA Report to be provided after Product or Service operations have been restored. *except in cases with 3rd party involvement.		Average of 7 ATTRAQT business days	Average of 7 ATTRAQT business days	Average of 5 ATTRAQT business days		

### 2.5b Incident & Service Request Classification and Service Levels (applicable to Experience Orchestrator Platform)

Maintenance & Support	Standard	Advanced	Premium
<b>Technical Assistance &amp; Maintenance</b>	Technical Assistance & Maintenance (available during service hours) is detailed in Annex 1 to Schedule 2. It is limited to 2 hours per month and is an advice helpline only relating to the Experience Orchestrator product and maintenance of it.		
Email support	Yes	Yes	Yes
Telephone support	No	Yes	Yes
<b>Incident Resolution Time:</b>	Incidents will be managed 24/7 for customers with Advanced or Premium Levels and during ATTRAQT Customer Support service hours for customers with Standard Level		
Response times for Incident confirmation	1 Business Day	4 hours	4 hours (24/7)
<b>S1 Incident</b> (Blocking Anomaly)	2 Business Days	8 hours (24/7)	4 hours (24/7)
<b>S2 Incident</b> (Major Anomaly)	3 Business Days	1 Business Day	8 hours (24/7)
<b>S3 Incident</b> (Minor Anomaly)	Resolution as soon as possible by a workflow solution or a new version of the Service.		

### 2.6 Support Process

ATTRAQT shall handle Incidents or Service Requests according to the following support process:

Support Stages	Deliverables
1. Logging	Acknowledgement within Response SLA as defined in section 2.5.
2. Investigation & Diagnosis	<ul style="list-style-type: none"> <li>Incident: Reproducible test case</li> <li>Service Request: Any necessary additional information gathered.</li> </ul>
3. Resolution	<ul style="list-style-type: none"> <li>Incident: Issue correction or workaround test demonstrating correct behavior</li> <li>Service Request: Necessary action taken</li> </ul>
4. Support case closure	Resolution verified by Customer

## 2.7 General

Product support is provided subject to the following:

- (a) Customer must train its personnel in the proper use and application of the Platform and comply with all user guides, Documentation and reasonable instructions provided by ATTRAQT;
- (b) Customer must attempt to identify the cause of a problem and that it is related to the Platform prior to contacting the ATTRAQT Customer Support;
- (c) Customer must provide sufficient information and competent cooperation such as will facilitate the prompt diagnosis and resolution of the problem by ATTRAQT;
- (d) If deemed necessary by ATTRAQT, Customer will provide ATTRAQT with remote access into Customer's systems;
- (e) Customer must maintain and secure its systems and software and comply with the reasonable instructions of ATTRAQT in regards to the updating of outdated systems and software;
- (f) Support is provided for the resolution of specific technical problems. ATTRAQT Customer Support does not provide general training. Customers interested in increasing their general knowledge and fluency of use of the Platform should enroll with ATTRAQT for training. Other additional service outside the scope of this schedule are available from ATTRAQT Consulting Services, at additional cost.

## 2.8 Upgrades

ATTRAQT's Platforms are powered by proprietary software operating on servers "in the cloud" and integrated for inter-operation with Customer's e-commerce and other systems.

ATTRAQT shall keep Customer informed of its development and release planning and shall make new releases available to Customer at no additional cost.

### 2.8.1 Fredhopper Platform

Software releases for ATTRAQT's Fredhopper Platforms generally fall into three categories: Series releases ("x"), Upgrade releases ("x.y") and Update releases ("x.y.z").

ATTRAQT will support Customer's Fredhopper Platform according to the following schedule:

Series releases ("x") – for a period of eighteen (18) months after commercial release of the next Series, provided that Customer implements the last upgrade and update;

Upgrade releases ("x.y") – for a period of twelve (12) months after commercial release of the next Upgrade, provided Customer implements the last Update;

Update releases ("x.y.z") – for a period of six (6) months after commercial release of the next Update.

Although new releases will be made available to Customer without additional charge, Customer is responsible for the cost of any additional integration work associated with implementing a new software release / upgrade with its e-commerce and other systems.

### 2.8.2 Experience Orchestrator and Freestyle Merchandising Platforms

Software releases for ATTRAQT's Experience Orchestrator 's and Freestyle Merchandising Platform generally fall into two categories:

Product releases – consisting of new core product features or updates;

Maintenance releases – consisting of changes and/or bug fixes.

Experience Orchestrator and Freestyle Merchandising releases are applied automatically. New features may require additional implementation work by the client to enable.

Annex 1 to Schedule 2

Contacting ATTRAQT Customer Support\*

Platform:	Fredhopper and Freestyle Merchandising Platforms	Experience Orchestrator Platform
Service Desk Portal	<a href="https://support.attragt.com/">https://support.attragt.com/</a>	N/A
Email	<a href="mailto:contact@attragt.com">contact@attragt.com</a>	<a href="mailto:support@early-birds.fr">support@early-birds.fr</a>
Telephone	United States: +1 (619) 304-4879 United Kingdom: +44 141 280 4014 France: +33 1 75 85 96 56 Netherlands: +31 85 8883 759 Germany: +49 711 268 98130 Australia: +61 7 3186 5698	+33 (0)14 567 1997 (FR) (Advanced and Premium plans only)
Service hours	Monday-Friday 09:00-18:00 CET, excluding Netherlands and UK public holidays	Monday-Friday 10:00 – 19:00 Excluding French Public Holidays.

(\*Please ensure to contact the correct Customer Support Helpdesk – according to the Platform you have selected).

### Schedule 3 – Definitions

**"Affiliate"** means an entity that controls, is controlled by or is under common control with a Party to the Agreement. The term "control" means ownership, directly or indirectly, of the majority of outstanding shares and shareholder voting rights;

**"Agreement"** means these terms and conditions incorporated by reference in a Service Order, together with any Addenda or other documents explicitly incorporated by reference in the Service Order and/or Addenda;

**"ATTRAQT"** means the ATTRAQT group company specified in the Service Order;

**"Average Response Time"** is calculated by removing the top 5% of response times and taking an average of the remainder;

**"Credits"** means Time Credits or Cash Credits, according to the Customer's chosen Service Level, calculated according to this Schedule 1;

**"Customer"** means the customer specified in the Service Order;

**"Customer Data"** means data connected with Customer and its business and received by ATTRAQT from Customer and/or its e-commerce and other systems' providers in consequence of Customer's use of the Platform;

**"Data Protection Legislation"** means: (i) prior to 25 May 2018 the Data Protection Act 1998 and (ii) on or after 25 May 2018 and unless and until it is no longer directly applicable in the UK, the General Data Protection Regulation (EU/2016/679) ("GDPR") and any national implementing laws, regulations and secondary legislation in the UK, as amended or updated from time to time, and (iii) any successor legislation to the GDPR or the Data Protection Act 1998;

**"Documentation"** means the written specifications, instruction manuals or other materials concerning use of the Platform, including electronic or online help files, provided pursuant to clause 4;

**"Downtime"** means a period of time during which the Platform-AS-API is not available to Customer;

**"Downtime Period"** means a period of three (3) or more consecutive minutes of Downtime which is not Permitted Downtime. Intermittent periods of Downtime in durations of less than three (3) minutes will not count towards Downtime Period;

**"EEA"** means European Economic Area;

**"Effective Date"** means the effective date stated in the Service Order;

**"Incident"** means;

- (a) an unplanned interruption to the ATTRAQT Service ; or
- (b) a reduction in the functionality of the ATTRAQT Service; or
- (c) some other issue affecting the performance, integrity or security of the ATTRAQT Service;

**"Incident review meeting"** means a meeting held by Attraqt Customer Support with the Customer where all incidents and service requests logged over a set period are reviewed.

**"Initial High-Level Explanation"** means the information provided to the customer in the Support ticket upon resolution/mitigation of any S1 Incident. It will contain;

- (a) basic Timeline;
- (b) time Product or Service operations was restored;
- (c) high level explanation of cause, if known;
- (d) what mitigation/resolution steps that have already been taken. (to be determined on a case by case basis)

**"Intellectual Property Rights"** means all industrial and intellectual property rights, whether registered or not, anywhere in the world, including pending applications for registration of such rights and the right to apply for registration of such rights including, but not limited to, patents, utility models, design patents, registered designs, design rights, drawings, reports, copyright and moral rights, rights in inventions, technical information, know-how and/or other proprietary information, rights in databases, software (including object and source codes), processes, models, formulae and experiments and all rights of equivalent or similar effect to any of those which may subsist anywhere in the world but excluding trade and service marks, trade names, corporate names and domain names.

**"Monthly Uptime Percentage"** means the total number of minutes in a calendar month (" $n$ ") minus the number of minutes of Downtime which constitute Downtime Periods in the month (" $DPn$ "), divided by the total number of minutes in the month (" $n$ "), times by 100  $[(n-DPn) \div n \times 100]$ ;

**"Permitted Downtime"** means Scheduled Downtime and other Downtime when the Platform-AS-API is not available to Customer due to:

- (a) unscheduled emergency maintenance;
- (b) Customer's or its users' telecommunications, e-commerce or internet services;

- (c) software or services not provided by ATTRAQT;
- (d) Force Majeure events;
- (e) acts or omissions of Customer, its agents, employees or contractors;
- (f) Customer's failure to implement changes or upgrades in equipment or software reasonably recommended in writing by ATTRAQT as being necessary to maintain adequate Platform performance;
- (g) inoperability caused by an increase in demand for system resources driven by actions of Customer without sufficient time being allowed for the accommodation of such actions by ATTRAQT;
- (h) any other factors outside of ATTRAQT's reasonable control;

**"Personal Data"** and **"Process"** means as defined in the Data Protection Legislation;

**"Platform"** means ATTRAQT's "Fredhopper", "Freestyle Merchandising" and/or "Experience Orchestrator" platform(s);

**"Platform-AS-API"** means EB-AS-API (Experience Orchestrator), FHR-AS-API (Fredhopper) and FSM-AS-API (Freestyle Merchandising), the access servers ("AS") through which API query calls between Customer and the applicable Platform are routed;

**"Platform Availability"** means the ongoing and "live" availability of the Platform to Customer, as measured by availability of the Platform-AS-API;

**"Platform Response Time"** means the duration of time taken by the Platform to respond to Query calls, measured in milliseconds from the time the Platform-AS-API receives the full Query call until the time it begins sending the first byte of its response to the call;

**"Query", "Queries" and "Server Responses"** means Customer API query call(s) to the Platform-AS-API;

**"Root Cause Analysis Report"** (RCA Report) means a document provided to the Customer by ATTRAQT Customer Support which will include the following information:

- (a) complete Timeline of the Incident;
- (b) detailed root cause clarification;
- (c) mitigation steps already taken.;
- (d) improvement Options and Action Items (ATTRAQT or Customer actions);

**"Scheduled Service review meetings"** means a regular touchpoint with the CSM (in person or on the phone) to go through operational performance and agreed KPIs,

**"Service Order"** means Customer's written order for a Platform including any renewal, addenda, amendment or supplement thereto signed by ATTRAQT and Customer;

**"Service Request"** means a Customer request addressed to ATTRAQT Customer Support for:

- (a) information or advice;
- (b) a change to existing implementation functionality;
- (c) feature or non-standard functionality request;
- (d) access to, or removal from, the customers ATTRAQT account;

**"Scheduled Downtime"** means periods of time when the Platform-AS-API and/or Platform are intentionally unavailable following agreement between ATTRAQT and Customer;

**"Term"** means the period specified in the Service Order.

## Schedule 4 – Data Processing and Security Terms

### 1. Definitions

For the purposes of this Schedule, the following terms: “Controller”, “Data Subject”, “International Organisation”, “Personal Data”, “Personal Data Breach”, “processing” and “Processor”, shall have the meanings given to them at Article 4 of the GDPR. The following terms shall have the meanings:

**Client Data** means data provided by or on behalf of Client or Client End Users via and/or for the delivery of the Services.

means Client’s end users operating the software and consultancy services provided by ATTRAQT.

**Client End Users**

means the personal data contained within the Client Data.

**Client Personal Data** means, as binding on either party or the Services: (a) the GDPR; (b) the Data Protection Act 2018; (c) any laws which implement any such laws; and (d) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;

**Data Protection Laws**

**GDPR** means the General Data Protection Regulation, Regulation (EU) 2016/679;

**Protected Data** means Personal Data received from or on behalf of the Client in connection with the performance of Attragt’s obligations under the Agreement; and

**Services** means all software and consultancy services provided to the Client under the Agreements.

**Sub-Processor** means any agent, subcontractor or other third party (excluding its employees) engaged by Attragt for carrying out any processing activities on behalf of the Client in respect of the Protected Data.

means the period from the Terms Effective Date until the end of ATTRAQT’s provision of the Services, including, if applicable, any period during which provision of the Services may be suspended and any post-termination period during which ATTRAQT may continue providing the Services for transitional purposes.

**Term**

Any other capitalised terms shall have the meanings set out in the agreement which this Schedule is attached to. (the “Agreement”).

### 2. Compliance with Data Protection Laws

The parties agree that the Client is a Controller and that Attragt is a Processor for the purposes of processing Protected Data pursuant to the Agreement. The Client shall at all times comply with all Data Protection Laws in connection with the processing of Protected Data. The Client shall ensure all instructions given by it to Attragt in respect of Protected Data (including the terms of this Schedule) shall at all times be in accordance with Data Protection Laws. Nothing in this Schedule relieves either party of any responsibilities or liabilities under the Data Protection Laws.

### 3. Attragt’s compliance with Data Protection Laws

Attragt shall process Protected Data in compliance with the obligations placed on it under Data Protection Laws and the terms of this Schedule.

### 4. Instructions

Attraqt shall only process (and shall ensure that its personnel and Sub-Processors only process) the Protected Data in accordance with the Client's instructions set out at Part A of this Schedule and the terms of this Schedule, except to the extent: (i) that alternative processing instructions are agreed between the parties in writing; or (ii) otherwise required by applicable law (and shall inform the Client of that legal requirement before processing, unless applicable law prevents it doing so on important grounds of public interest). If Attraqt believes that any instruction received by it from the Client is likely to infringe the Data Protection Laws it shall be entitled to cease to provide the relevant services under the Agreement until the parties have agreed appropriate amended instructions which are not infringing.

#### **5. Security**

To protect the Protected Data against accidental, unauthorised or unlawful destruction, loss, alteration, disclosure or access, Attraqt shall implement and maintain the technical and organisational measures in accordance with Attraqt's ISO 27001 certification, details of which are available on request.

#### **6. Sub-processing**

The Client authorises the appointment of the Sub-Processors listed at: <https://www.attraqt.com/technology/gdpr/>, and which may be updated from time to time. Prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, Attraqt shall ensure that each Sub-Processor is bound by a written contract containing materially the same obligations as under this Schedule that is enforceable by Attraqt and ensure each such Sub-Processor complies with all such obligations. Attraqt shall: (i) remain fully liable to the Client under this Schedule for all the acts and omissions of each Sub-Processor as if they were its own (but not to a greater extent than that); and (ii) ensure that all persons authorised by Attraqt (including Attraqt's personnel) or any Sub-Processor to process Protected Data are subject to a binding written contractual obligation to keep the Protected Data confidential.

#### **8. Assistance**

Attraqt shall (at the Client's cost) assist the Client in ensuring compliance with the Client's obligations pursuant to Articles 32 to 36 of the GDPR (and any similar obligations under applicable Data Protection Laws) taking into account the nature of the processing and the information available to Attraqt. Attraqt shall (at the Client's cost) taking into account the nature of the processing, assist the Client (by appropriate technical and organisational measures), insofar as this is possible, for the fulfilment of the Client's obligations to respond to requests for exercising the Data Subjects' rights under Chapter III of the GDPR (and any similar obligations under applicable Data Protection Laws) in respect of any Protected Data.

#### **9. International transfers**

Attraqt shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside of the UK or the EEA or to any International Organisation without the prior written authorisation of the Client, unless Attraqt has implemented one of the safeguards set out in Chapter V (Articles 44-50) of the GDPR (including use of the Standard Contractual Clauses) prior to such processing/transfer.

#### **10. Audits and processing**

Attraqt shall, in accordance with Data Protection Laws, make available to the Client such information that is in its possession or control as is necessary to demonstrate Attraqt's compliance with the obligations placed on it under this Schedule and to demonstrate compliance with the obligations on each party imposed by Article 28 of the GDPR (and under any equivalent Data Protection Laws equivalent to that Article 28), and allow for and contribute to audits, including inspections, by the Client (or another auditor mandated by the Client) for this purpose (subject to a maximum of one audit request in any 12 month period, and provided that such audit is conducted on reasonable notice, during normal business hours in the UK and results in minimal disruption to Attraqt's business).

#### **11. Personal Data Breach**



Attragt shall notify the Client without undue delay and in writing on becoming aware of any Personal Data Breach in respect of any Protected Data.

**12. Deletion/Return**

On the end of the provision of the services under the Agreement relating to the processing of Protected Data, at the Client’s cost and the Client’s option, Attragt shall either return all of the Protected Data to the Client or securely dispose of the Protected Data (and thereafter promptly delete all existing copies of it) except to the extent that any applicable law requires Attragt to store such Protected Data.

**13. Liability/Indemnity**

Each party (“Party A”) agrees to indemnify, keep indemnified and defend at its own expense the other party (“Party B”) against all costs, claims, damages or expenses incurred by Party B or for which Party B may become liable due to any failure by Party A or its employees, subcontractors or agents to comply with any of its obligations under this Schedule or the Data Protection Legislation. Any limitation of liability set forth in the Agreement will apply this Schedule’s indemnity or reimbursement obligations.

**Part A - Client’s Processing Instructions**

Subject Matter

ATTRAQT’s provision of the Services to Client, and as further instructed by Client in its use of the Services.

Duration of the Processing

The Term plus the period from the expiry of the Term until deletion of all Client Data by ATTRAQT in accordance with the Terms.

Nature and Purpose of the Processing

ATTRAQT will process Client Personal Data for the purposes of providing the Services to Client in accordance with the Terms.

Categories of Data

Data relating to individuals provided to ATTRAQT via the Services, by (or at the direction of) Client or by Client End Users, the extent of which is solely determined and controlled by the Client, and which may include, but is not limited to:

Used in the delivery of Services:

Personal Data category	Usage	Data subjects
First last name, email	Configuration of FAS/FSM/XOP	Merchandisers
IP address	Operational monitoring of ATTRAQT services	Shoppers and merchandisers

Used in the ATTRAQT business process:

Personal Data category	Usage	Data subjects
First and last name, Title, employment information	Marketing, Sales, Account management	Individuals involved in the delivery of the Services
Contact information (email, phone, physical address)	Marketing, Sales, Account management	Individuals involved in the delivery of the Services

Data Subjects

Data subjects include the individuals about whom data is provided to ATTRAQT via the Services by (or at the direction of) Client or by Client End Users.

<b>Categories of data subjects</b>	<b>Purpose</b>
Prospects, clients, business partners and vendors of client (who are natural persons)	Engaged in ATTRAQT business processes.
Employees or contact persons of client's prospects, clients, business partners and vendors	Engaged in ATTRAQT business processes.
Employees, agents, advisors, freelancers of client (who are natural persons)	Engaged in ATTRAQT business processes.  Engaged with product services to configure and operate ATTRAQT services.
Client's Users authorized by client to use the Services	Engaged with ATTRAQT product services while using the client website.