

# Cybersecurity Observatory

## Terms of Service

### 1. Definition and purpose of the Cybersecurity Observatory:

The Cybersecurity Observatory is a holistic approach to promote and increase the awareness of leading cybersecurity companies in the global **financial services, healthcare, SME, e-commerce, manufacturing, critical infrastructure, public sector, transportation (automotive, aviation, rail & metro), education, technology and legal verticals** among others.

This program includes:

- The **Observatory report**, a quarterly report including leading companies, articles, surveys, research and other information purposely designed to appeal to senior cybersecurity executives in financial services
- A weekly updated cybersecurity landscape slide, The **CyberSlide**, promoted on social networks and Smartrev's site.
- Relevant **Sponsored Cybersecurity Articles** (included in the subscription fee for Silver and Gold members)
- **Company of the Week** initiative, designed to promote one of the participating companies on a weekly basis
- **CISO / Cyber Executive of the week** interviews, engaging with some of the most prominent CISOs or senior cybersecurity executives in the world.
- **Product videos and CXO interviews** uploaded from the Company to our site

As part of this process, Company will communicate the information to be included in the Observatory to Smartrev and allows Smartrev to include that information in the final Observatory report including, but not limited to, logos, products, services and other Company information.

### 2. Distribution of the Cybersecurity Observatory:

In order to push the Company's brand into the referred industries and to increase the Company's brand awareness and visibility, the Cybersecurity Observatory is going to be distributed globally, either through download from the Smartrev's web (**cyberstartupobservatory.com**) or social networks.

Company is interested in this distribution and specifically allows Smartrev to conduct this process and to convey the information provided and included into the Cybersecurity Observatory to potential prospects in the target industries.

The distribution is going to take place on a **quarterly basis**.

Smartrev will contact Company by email to update the information included in the Observatory on a quarterly basis. Company should answer within the next 7 days.

In case there is no timely answer, the existing information previously communicated will be included in Cybersecurity Observatory.

Company is allowed to use the Cybersecurity Observatory internally, for consumption for its employees or to create a link to Smartrev's website but is not allowed to distribute it to customers or general public or through the Internet. Only Smartrev is allowed to distribute publicly the Cybersecurity Observatory.

### 3.- Exclusions to Confidential Information:

Confidential information does not include any information that (i) is publicly available, (ii) is communicated by Company to Smartrev to be included in the Cybersecurity Observatory. Smartrev is free to distribute information included in the Observatory to prospects of Company in order to achieve the goal of the Cybersecurity Observatory.

### 4.- Payment:

The Cybersecurity Observatory Service can be delivered with three different levels of service:

- **Bronze Service:**
  - Provides the Company **access to the Smartrev's network being included in the Observatory report** on a quarterly basis. The Company is allowed to include 2 pages in the Observatory Report.
  - **Provides the Company access to Sponsored articles at a discounted rate** (250€ + VAT per article). Normal price for non-members 750€+ VAT. Sponsored articles are provided by the Company and uploaded to Smartrev's site and promoted by Smartrev's team through a bespoke campaign.
  - Company is allowed to have one **product video and one interview uploaded to Smartrev's website** per year.
  - The Company will be included in into the **CyberSlide**, which is promoted on a weekly basis.
  - The Company profile will be included on the Smartrev's global search engine, the **@CSOFinder** as a Bronze member (1 Market)
  - The Bronze service fee is **999€ / Year** (VAT not included).
- **Silver Service:**
  - Includes all the services in Bronze plus:
    - **Detailed Company information** (up to 4 pages) included in the Cybersecurity Observatory.
    - The **Company's logo** with a link to the Company's page will be added to Smartrev's website and highlighted in the **CyberSlide** as a Silver Sponsor.
    - Company is allowed to upload up to **2 free sponsored articles** a year to Smartrev's site (**included in the subscription fee**). **Up to 2** of these articles might be

included in the Cybersecurity Observatory report provided that these articles are exclusive and new material.

- The Company profile will be included on the Smartrev's global search engine, the **@CSOFinder** as a Silver member (1 Market)
  - The Silver service fee is **1999€ / Year** (VAT not included).
- **Gold Service:**
    - Includes all the services in Silver plus:
      - **Detailed Company information** (up to 6 pages) included in the Cybersecurity Observatory.
      - Company will participate in the **Company of the week** promotion.
      - The Gold Companies will be included as Gold sponsors of their **Headquarters' CyberSlide** and **two other Markets' CyberSlides** that are published on regularly on social networks achieving tremendous visibility.
      - Company is allowed to upload up to **4 free sponsored articles** a year to Smartrev's site (**included in the subscription fee**). Up to 4 of these articles might be included in the Startup Observatory report provided that these articles are exclusive and new material.
      - Participation in the CISO / Cybersecurity Leader of the Week program (1 interview a year to one CXO member of the Company).
      - The Company profile will be included on the Smartrev's global search engine, the **@CSOFinder** as a Gold member (3 Markets)
      - The Gold service fee is **2999 € / Year** (VAT not included)

## 5.- Ownership:

All materials and information on the Cybersecurity Observatory including, without limitation, content, are protected by copyrights, trademarks and other intellectual property rights owned and controlled by us or by other parties that have provided their material to Smartrev.

Company shall remain the sole and exclusive owner of any information provided by Company to Smartrev.

Company commits to provide in Annex 2 content that does not violate third-party rights or applicable laws.

Smartrev is not responsible in any way for the veracity of the information provided by Company to be included on the Observatory.

Only Smartrev is allowed to publicly distribute the Cybersecurity Observatory. The Company can only use it internally or by linking to the Smartrev's website.

## **6.- Contract duration:**

The duration of the contract is **twelve months** from the purchase date including four distribution cycles of the Cybersecurity Observatory.

## **7.- Cancellation:**

In case you decide to cancel the service before the end of the subscription period, we will cancel your service upon one-week notice.

Smartrev does not provide refunds for any fees or charges, including partially used periods and bank/merchant fees.

In case there are any outstanding fees at the moment of cancellation, you shall be required to pay for those outstanding fees.

To cancel the Cybersecurity Observatory service you need to contact us on:

**[info@cyberstartupobservatory.com](mailto:info@cyberstartupobservatory.com)**

Smartrev will endeavour to cease serving you within three days following your cancellation.

Smartrev reserves the unilateral right to cancel the Cybersecurity Observatory service if there is an amount owed under this Agreement that is past due by more than fifteen (15) days.

## **8.- Force Majeure:**

Notwithstanding anything to the contrary herein, Smartrev shall not be liable to you if we are unable to distribute the content or are rendered unable to timely perform any of our obligations hereunder for any reason, including, without limitation, strikes, boycotts, war, terrorism, Acts of God, labour, troubles, riots, restraints of public authority, etc.

## **9.- No Guarantees:**

Smartrev does not guarantee the results of the distribution of the content in any manner. Smartrev does not guarantee the performance of the content provided to prospective financial institutions from a lead generation perspective.

## **10.- Non-Exclusive:**

This contract is not exclusive as to your business, products or services. Smartrev and Company retain the complete and unqualified right to engage in business with

persons and entities that may be in competition with the other party's business, products or services.

**11.- Limitation of Liability:**

Neither Smartrev nor any of its employees, shareholders or directors shall be liable for any damages in excess of one time the most recent monthly fees that you paid to us.

**12.- Jurisdiction:**

This Agreement shall be governed by and construed in accordance with the laws of Spain, including all matters of construction, validity, performance and enforcement. The parties agree that Almeria city, shall be the sole forum for any action brought against the other party.