

Cybersecurity eObservatory

Terms of Service

1.- Definition and purpose of the Cybersecurity eObservatory:

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

Smartrev Analytics Consultants SLU (“Smartrev”) is the editor and owner of the Cybersecurity eObservatory program and website (cyberstartupobservatory.com)

The eObservatory program includes:

- **Company featured on the @CSOFinder.** The @CSOFinder is our global online search engine for cybersecurity companies. The @CSOFinder, pursues to promote the company, its vision, value proposition and products within the global cybersecurity community, generating business opportunities.
- **A weekly updated cybersecurity landscape slide,** The **CyberSlide**, promoted on social networks and the Observatory site. The CyberSlide might be either a Market or Region map depending on availability.
- Relevant **Sponsored Cybersecurity Articles** (included in the subscription fee for Bronze, Silver and Gold members)
- **Company of the Week** initiative, designed to promote one of the participating companies on a weekly basis
- **CISO / Leader of the week** interviews, engaging with some of the most prominent CISOs or senior cybersecurity executives in the world. Gold members are entitled to an interview per year for one of its cybersecurity leaders.
- **Product videos** uploaded from the Company to our site

2.- Promotion of the Company information on the eObservatory:

As part of the promotion process, Company will include its information (company and product details, key features, differentiators, awards, partners and other relevant information on the Observatory website. Company allows the Observatory to promote that information including, but not limited to, logos, products, services and other Company information in order to achieve the goals of the eObservatory program.

The promotion will take place:

- **On the @CSOFinder** search engine. The @CSOFinder will display the company information to prospecting customers to generate business opportunities for Company.
- **On the CyberSlide**, the Company's logo will be promoted regularly.
- Sponsored articles from the Company will be promoted on our website and social networks.
- **The Company of the Week and CISO/Leader of the week** will pursue to promote the company, its value proposition and its executives and their vision.
- **Product videos provided by the Company** (up to 5' duration and preferably hosted on Youtube or similar) will be promoted on our website to showcase the Company's products and to increase awareness and generate business opportunities.

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 eObservatory and its associated website. Smartrev is free to distribute information included in the Observatory to prospects of Company and to general public in order to achieve the goal of the Cybersecurity eObservatory.

4.- Payment:

The eObservatory Service has three different levels of service:

- **eBronze Service:**
 - The Company profile is featured on the **@CSOFinder search engine** as a Bronze member including 1 Company Product.
 - Company is allowed to upload **1 free sponsored articles** a year to Smartrev's site **(included in the subscription fee)**. **Smartrev will promote this article proactively on social networks.**
 - Company is allowed to have one **product video to Smartrev's website** per year.
 - The Company will be included in into the existing Market or Region **CyberSlide**, which is promoted regularly.
 - The Bronze service fee is **999€ / Year** (VAT not included).
- **eSilver Service:**
 - Includes all the services in Bronze plus:
 - The Company profile is **highlighted** on the **@CSOFinder search engine** as a Silver member including 2 Company Products.
 - Company is allowed to upload up to **3 free sponsored articles** a year to Smartrev's site **(included in the subscription fee)**.
 - Company will participate in the **Company of the week** promotion.

- 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.
 - The Silver service fee is **1999€ / Year** (VAT not included).
- **eGold Service:**
 - Includes all the services in Silver plus:
 - The Company profile is highlighted on the @CSOFinder search engine as a Gold member including **2 Company Products. Company is also displayed on up to three markets on the @CSOFinder.**
 - 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 6 free sponsored articles a year to Smartrev's site** (included in the subscription fee).
 - Participation in the CISO / Cybersecurity Leader of the Week program (1 interview a year to one CXO member of the Company).
 - The Gold service fee is **2999 €/ Year** (VAT not included).

5.- Ownership:

All materials and information on the Cybersecurity eObservatory 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.

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

6.- Contract duration:

The duration of the contract is **twelve months** from the purchase date. All the services described above need to be consumed during the contract duration. They are not accumulative in case the customer decides to renew.

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.

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

info@cyberstartupobservatory.com

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

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.