

Accessible infrastructure for everyone

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1. It's all about communities

Road infrastructure is integral to the overall well-being and performance of communities, influencing economic development, social connectivity, emergency response, and various aspects of daily life.

INSPECH facilitates the delivery of efficient and high-quality infrastructure projects, ultimately benefiting communities in terms of improved transportation networks, increased safety, and enhanced quality of life.

- **Safer roads** – With **INSPECH**, civil engineering companies conduct road inspections and assessments using advanced technology, workflow automation and AI augmentation, enabling them to identify issues and prioritize maintenance and repair work, leading to safer roads and improved infrastructure for the community.
- **Reduced disruptions** – **INSPECH** allows you to conduct a digital inspection without requiring road closure and provides advanced analytics and automation to effectively manage road assets, allocate resources efficiently, and optimize maintenance strategies. By implementing data-driven decision-making processes, road owners can ensure cost-effective and sustainable road maintenance practices, benefiting the community in terms of improved road conditions and reduced disruptions.
- **Effective solutions for community needs** – **INSPECH** promotes transparency and inclusivity within your ecosystem. Our product streamlines communication, accountability, and oversight between all stakeholders. This transparency fosters trust and collaboration, leading to better coordination and more effective solutions for community needs.
- **Serve more communities** – **INSPECH** offers accessible pricing, ensuring that cost-effective solutions are readily available for all user types. This affordability allows more projects to be undertaken and more communities to be served, enhancing the overall quality and accessibility of infrastructure.

INSPECH is an emerging road inspection platform that connects various stakeholders such as local governments, road owners, civil engineering companies, PPPs (Public-Private Partnerships), and road operators. It provides a

set of SaaS-enabled tools that help bridge the skills gap and improve the road maintenance workflow. By leveraging **INSPECH**, stakeholders can streamline their road inspection processes, improve collaboration, and enhance overall road maintenance efficiency.

INSPECH stands as the new standard for collaboration in the road inspection and maintenance industry, pioneering a transformative approach to how stakeholders interact, communicate and make decisions.

INSPECH is designed with road inspectors for road inspectors. This intrinsic focus on the needs of the inspection process drives a deep understanding of the challenges and nuances that inspectors and asset managers face daily.

1.1 **INSPECH** Software as a Service (SaaS)

If you subscribe to any of the **INSPECH** product(s), you will be charged fees associated with the chosen subscription plan. For more details, see [INSPECH Product and Services Catalog](#).

You are responsible for ensuring that all Client Data transferred using the **INSPECH** Subscription Service data upload feature is complete, accurate, and properly configured. Additionally, you are responsible for obtaining all required licenses and consents to share the synchronized Client Data with us.

1.2 Definitions

Please refer to [Appendix A](#) for the comprehensive definitions of the various terms used in the "**INSPECH** – Terms of Service." This appendix provides a detailed explanation of key terms to help you better understand the agreement and its terms and conditions.

2. Use of Service

2.1 Contracting Entity

INSPECH is a brand and product of BrainCreators B.V. You are contracting directly with BrainCreators B.V.. In this Agreement, both parties consent to the application of the laws of The Netherlands to govern, interpret, and enforce all of the client's and BrainCreators' rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

2.2 Access

During the Subscription Term, we will provide your Users access to the **INSPECH** Subscription Service as described in this Agreement and the applicable Order. We might provide some or all elements of the **INSPECH** Subscription Service through third-party service providers.

You must ensure that all access, use, and receipt by your Users are subject to and in compliance with this Agreement. You may provide access and use of the **INSPECH** Subscription Service to your Affiliate's Users or allow them to receive the Consulting Services purchased under an Order; provided that, all such access, use, and receipt by your Affiliate's Users are subject to and in compliance with the Agreement, and you will at all times remain liable for your Affiliates' compliance with the Agreement.

2.3 Add-Ons

You may subscribe to additional features ("Add-Ons") of the **INSPECH** Subscription Service by placing an additional Order or activating the Add-Ons from within your **INSPECH** account (if this option is made available by us). This Agreement will apply to all additional Order(s) and all add-ons that you activate from within your **INSPECH** account.

2.4 Limits

For our **INSPECH** Subscription Service and paid Add-Ons, we may change the limits that apply to you at any time at our sole discretion.

Please refer to your Order Form, or to our [INSPECH Product and Services Catalog](#), for details of any additional limits that apply to your **INSPECH** Subscription Service.

You must be 18 years of age or older to use the **INSPECH** Subscription Service.

2.5 Downgrades

Depending on your **INSPECH** product, you may be entitled to downgrade your **INSPECH** Subscription Service by submitting a new Order Form at your next renewal date.

2.6 Modifications

To enhance the user experience, we reserve the right to make changes to the **INSPECH** Subscription Service and Add-Ons at any time. This may involve adding or removing features and functions during the Subscription Term.

2.7 Non-Renewal Notice Period

Unless otherwise specified in your Order Form, in order to prevent the automatic renewal of your **INSPECH** Subscription Service or paid Add-Ons, either party must provide written notice of non-renewal, which must be received prior to the start of the next renewal period.

2.8 Retrieval of Client Data

If you wish to retain or export Client Data during your **INSPECH** Subscription Term, you can retrieve the Client Data by following the instructions provided in the online [INSPECH help center](#). We will offer reasonable assistance to you, at your expense, if you require any help in retrieving your Client Data during the **INSPECH** Subscription Term, in accordance with the 'Confidentiality' section of the Terms of Service.

We strongly advise you to retrieve your Client Data before the end of your Subscription Term. Please note that for the **INSPECH** product plans, we will not grant you access to Client Data after the termination or expiration of your **INSPECH** Subscription Term.

2.9 Prohibited and Unauthorized Use.

You will not use the **INSPECH** Subscription Service in any manner that is unlawful or prohibited by this Agreement.

If you are legally prohibited from receiving or using the **INSPECH** Subscription Service based on the laws of your country or jurisdiction, please refrain from using it.

Please be aware that the **INSPECH** Subscription Service is not designed to meet industry-specific regulations such as the Health Insurance Portability and Accountability (HIPAA) or the Federal Information Security Management Act (FISMA). Therefore, if your communications would be subject to such laws, it is not appropriate to use the **INSPECH** Subscription Service. Similarly, the use of the **INSPECH** Subscription Service should not violate the provisions of the Gramm-Leach-Bliley Act (GLBA). Be aware that the specific usage restrictions related to Sensitive Information, as outlined in the Agreement, still apply.

If you notice any unauthorized use of your Users' account information, data or passwords, please promptly notify us at support@inspech.com. We are here to assist you.

2.10 No Sensitive Information

You acknowledge that the **INSPECH** subscription services have not been designed to process or manage sensitive information, and accordingly, you agree not to use the **INSPECH** subscription service to collect, manage, or process sensitive information. We will not have, and we specifically disclaim, any liability that may result from your use of the **INSPECH** subscription service to collect, process, or manage sensitive information.

2.11 Acceptable Use Terms

The **INSPECH** Subscription Service shall not be used for any unlawful, harmful, obscene, offensive, or fraudulent content or activities. Prohibited activities include, but are not limited to, advocating or causing harm, compromising or violating network or system integrity and security, evading filters, sending unsolicited, abusive, or deceptive messages, introducing viruses or harmful code, or infringing upon the rights of third parties.

The client may not use the **INSPECH** Subscription Service in situations where the failure or interruption of the service could potentially result in death, serious bodily injury, or cause significant property or environmental damage.

The client shall not:

- Engage in the reverse engineering of any component of the **INSPECH** Subscription Service.
- Assign or resell direct access to the **INSPECH** Subscription Service to any third party outside the client's enterprise.
- Combine the **INSPECH** Subscription Service with the client's value-added offerings to create a client-branded solution for marketing to end-user customers unless expressly authorized in writing by appropriate members of the BrainCreators legal team.

We reserve the right to immediately terminate all service provisions without prior warning in the event of any breach by the client as outlined in this section.

In the event of a breach by the client, we shall conduct a thorough investigation into any resulting damages. The client shall be responsible for all costs associated with such investigation.

In the event of a breach detected by us, the provisions of [10. Indemnification](#) and [11. Disclaimers; Limitation of liability](#) of this agreement shall be applicable.

2.12 Client Responsibilities

To fully realize the value of the **INSPECH** Subscription Service and Consulting Services, your active participation and effort are essential. Various resources and

roles may be required from your end to ensure a successful implementation.

These may include:

1. **Project Manager:** A designated individual responsible for overseeing projects, coordinating tasks, and ensuring smooth execution.
2. **Road Inspectors and/or Asset Managers:** Personnel involved in conducting road inspections, managing assets, and providing necessary inputs for the service.
3. **Executive Sponsor:** A senior-level executive who champions using the **INSPECH** Subscription Service within your organization and provides the necessary support.
4. **Technical Resource (or equivalent):** An individual with technical expertise who can assist in integrating the **INSPECH** Subscription Service with existing systems or provide technical support.

In addition to the resources, specific responsibilities may be expected from your side, which include:

1. Planning road inspections and defining inspection criteria.
2. Obtaining human oversight or conducting detailed visual inspections when necessary.
3. Strategic planning, reporting, analysis, and maintaining content and materials.
4. Acting as an internal liaison, facilitating communication and collaboration among stakeholders.
5. Providing top-level internal goals and objectives for utilizing the **INSPECH** Subscription Service.
6. Attending regular success review meetings to evaluate progress and discuss potential improvements.
7. Supporting the integration of the **INSPECH** Subscription Service with other existing systems.

By fulfilling these responsibilities and utilizing the required resources, you can maximize the benefits and success of the **INSPECH** Subscription Service and Consulting Services within your organization.

2.13 Free Trial

If you register for a free trial, we will make the applicable Subscription Service available to you on a trial basis free of charge until the earlier of (a) the end of the free trial period (if not terminated earlier) or (b) the start date of your paid subscription. Unless you purchase a subscription to the applicable Subscription Service before the end of the free trial, all of your data in the Subscription Service may be permanently deleted at the end of the trial, and we will not recover it. If we include additional terms and conditions on the trial registration web page, those will apply as well.

2.14 Beta Services

If we grant you access to beta versions of the **INSPECH** Subscription Service (referred to as the "Beta Services"), please note the following terms and conditions:

1. The Beta Services are provided on an "as is" basis without any warranties.
2. We reserve the right to suspend, limit, or terminate the Beta Services at any time without prior notice.
3. We will not be liable for any damages arising from your use of the Beta Services, except for losses that cannot be legally excluded under applicable law.
4. If there are additional terms and conditions specifically related to the Beta Services, they will be communicated to you and will also apply.
5. Your participation in the beta program may require you to maintain confidentiality and provide feedback about your experience with the Beta Services.
6. Any feedback you provide regarding Beta Services becomes our sole property, and we may use and incorporate it into our services and products without compensating or attributing it to you.

By accessing and using the Beta Services, you agree to these terms and conditions.

2.15 Third Party Products

You may integrate Third Party Products with the **INSPECH** Subscription Service to enhance your experience. However, please note the following:

1. We are not responsible for any Third-Party Products or any issues that may arise from or be related to them.
2. While we provide the option to integrate with Third-Party Products, we don't endorse or guarantee the quality, stability, or functionality of those offerings.

3. Fees

3.1. Subscription Fees

During the initial term of your subscription, the Subscription Fee will remain unchanged unless the following conditions occur:

1. Upgrading product(s) or subscription plan(s): If you choose to upgrade your current product(s) or subscription plan(s), the Subscription Fee may be subject to modification as specified in the [INSPECH Product and Services Catalog](#).
2. Subscribing to additional features or products: If you opt to subscribe to additional features or products, including Add-ons, the Subscription Fee may be adjusted accordingly.
3. Mutual agreement in the Order: In specific cases outlined in your Order, both parties may agree to modify the Subscription Fee.

Additionally, we reserve the right to decrease your fees upon providing written notice to you. You can find more details on how your fees may be otherwise adjusted in the [INSPECH Product and Services Catalog](#).

3.2. Fee Adjustments at Renewal

Upon renewal, we reserve the right to increase your fees to our then-current list price. In the event of such an increase, we will provide you with a notice at least thirty (30) days prior to your renewal date. The increased fees will be applicable at the start of the subsequent renewal term. Should you disagree with the fee

increase, either party has the option to terminate your subscription at the conclusion of the current term by adhering to the notice requirements specified in the 'Notice of Non-Renewal' section below.

3.3. Payment of Fees

By opting for credit card payment, you authorize us to charge your Authorized Payment Method for all fees payable during the Subscription Term. Additionally, you authorize us to engage a third-party payment processor and agree to the disclosure of your payment information to facilitate payment processing.

In the event of a failed attempt to charge your Authorized Payment Method, such as due to expiration or invalidity, we reserve the right to retry billing your payment method. By authorizing us, you agree to these retry attempts. If you update your payment method to resolve any issues, we will resume billing automatically. We may also receive updates on your payment method from our service providers and resume billing accordingly. Please note that if we are unable to successfully charge a valid payment method, we may suspend your access as outlined in the 'Suspension' section or terminate your account as stated in the 'Termination for Cause' section.

3.4. Payment against invoice

If you choose to pay by invoice, we will send you the invoice no more than forty-five (45) days prior to the start of the Subscription Term and each subsequent Billing Period, as well as when fees are due at other times during the Subscription Term. All invoiced amounts are to be paid within thirty (30) days from the invoice date, unless otherwise specified in the Order Form.

3.5. Sales Tax

All fees are exclusive of any applicable taxes, including but not limited to value-added tax (VAT), goods and services tax (GST), provincial sales tax (PST), and harmonized sales tax (HST). As the user of the **INSPECH** Subscription Service and recipient of the Consulting Services, you are responsible for the payment of any taxes imposed by the relevant tax authorities.

You will not be held liable for any taxes based on our gross revenues or net income. If your location is within the European Union, all fees mentioned are exclusive of any Value Added Tax (VAT), and you confirm that you are registered for VAT purposes in your respective member state. Upon our request, you will provide us with your VAT registration number issued by your member state.

Please note that if you fail to provide us with a valid VAT registration number prior to the processing of your transaction, no refunds or credits will be issued for any VAT charges incurred. If you are subject to Goods and Services Tax (GST), all fees mentioned are exclusive of GST. In the case of Canadian customers, all fees mentioned are exclusive of Goods and Services Tax (GST), Provincial Sales Tax (PST), and Harmonized Sales Tax (HST).

3.6. Withholding Tax

If you are obligated to withhold or deduct tax from your **INSPECH** invoice payment, you are permitted to deduct the corresponding amount from the applicable Subscription Fee, to the extent that it is legitimately required under the applicable tax laws (referred to as the "Deduction Amount").

You are not obligated to reimburse the Deduction Amount to us, provided that you furnish a valid tax receipt confirming payment of the Deduction Amount to the relevant tax authority within ninety (90) days from the date of the invoice. Failure to provide the tax receipt within the specified timeframe will render all fees, including the Deduction Amount, immediately due and payable. Failure to remit these fees may result in the suspension or termination of your account due to non-payment.

4. Term and termination

4.1. Term and Renewal

The duration of your initial subscription term will be specified in your Order. Unless stated otherwise in your Order, your subscription will automatically renew for the shorter of the subscription term or one year.

4.2. Notice of Non-Renewal

Unless otherwise specified in your Order, to prevent the automatic renewal of your subscription, you or we must provide written notice of Non-Renewal at least 30 days prior to the term expiration date, or send an email to: invoices@inspech.com

4.3. Early Cancellation

In the event that you choose to terminate your subscription before the expiration of the Subscription Term, it is important to note that no refunds will be issued for prepaid fees or unused Subscription Fees. Additionally, you are obligated to promptly settle any outstanding fees that are due until the end of the Subscription Term. For instructions on canceling your subscription, please refer to the 'Notice of Non-Renewal' section.

4.4. Termination for Cause

Either party has the right to terminate this Agreement for cause, relating to any or all **INSPECH** Subscription Services, under the following circumstances:

1. **Material Breach:** Upon providing a written notice of a material breach, the non-breaching party may terminate the Agreement if the breach remains unresolved after a thirty (30) day cure period.
2. **Bankruptcy or Insolvency:** Immediate termination is permitted if the other party becomes subject to bankruptcy proceedings, insolvency, cessation of business, liquidation, or assignment for the benefit of creditors.

Additionally, we reserve the right to terminate this Agreement for cause upon thirty (30) days' notice if we determine that your actions, past or present, have or may have a negative impact on us, our prospects, or our customers.

Please note that this Agreement may not be terminated prior to the completion of the Subscription Term, except under the circumstances described above.

4.5. Suspension

4.5.1 Suspension for Prohibited Acts

We reserve the right to suspend a user's access to any or all **INSPECH** Subscription Services without prior notice under the following circumstances:

1. If the **INSPECH** Subscription Service is being used in a manner that violates applicable local, state, federal, or foreign laws or regulations, or breaches the terms outlined in this Agreement.
2. In cases of repeated instances where material is uploaded that infringes or is alleged to infringe upon the copyright or trademark rights of any individual or entity.

We also retain the right to review and delete any Client Data or Client Materials, without notice, if we have a good faith belief that they violate these terms or the [Acceptable Use Terms](#). However, it should be noted that we are not obligated to prescreen, control, monitor, or edit your Client Data or Client Materials unless required by applicable laws or regulations.

4.5.2 Suspension for Non-Payment

We will notify you in the event of non-payment of any outstanding amount. If the full payment is not received, we reserve the right to suspend your access to any or all of the **INSPECH** Subscription Services after a period of ten (10) days from the notice. However, we will refrain from suspending the **INSPECH** Subscription Service if you are actively and in good faith disputing the charges, while also demonstrating diligent cooperation to resolve the dispute. In the event of a suspension due to non-payment, we may apply a reactivation fee to reinstate the **INSPECH** Subscription Service.

4.5.3 Suspension for Present Harm

In the event that your website or the use of, the **INSPECH** Subscription Service:

1. Is subjected to denial of service attacks or other disruptive activities,
2. Is being utilized to engage in denial of service attacks or other disruptive activities,

3. Creates a security vulnerability for the **INSPECH** Subscription Service or poses a risk to others,
4. Consumes excessive bandwidth or storage resources, or
5. Is causing harm to us or others, then we reserve the right to suspend, with electronic or telephonic notice to you, all or any access to the **INSPECH** Subscription Service.

Our aim is to limit the suspension to the specific portion of the **INSPECH** Subscription Service that is affected. Both parties will make reasonable efforts to promptly address and resolve the underlying issues that led to the suspension of the **INSPECH** Subscription Service.

It is important to note that the provisions in this clause do not restrict our right to terminate the Agreement for cause as specified above. If we determine that your actions, past or present, have had or may have a negative impact on us, our prospects, or our customers, we retain the right to terminate the Agreement for cause.

4.5.3 Effect of Termination or Expiration

Upon termination or expiration of this Agreement, your rights and access to the **INSPECH** Subscription Service will cease. You are required to discontinue all use of the **INSPECH** Subscription Service and **INSPECH** Content.

If you terminate this Agreement for a valid reason, we will promptly refund any fees that have been prepaid but not utilized for the **INSPECH** Subscription Service after termination.

In the event that we terminate this Agreement for a valid reason, you are obligated to promptly settle any outstanding fees owed up until the end of the **INSPECH** Subscription Term. Please note that fees are generally non-refundable, except as expressly stated otherwise.

5. Client Data

5.1. Client Proprietary Rights

You own and retain all rights to the Client Materials and Client Data. This Agreement does not grant us any ownership rights to Client Materials or Client Data. You grant permission to us and our licensors to use the Client Materials and Client Data only as necessary to provide the **INSPECH** Subscription Service and Consulting Services to you and as otherwise permitted by this Agreement. If you are using the **INSPECH** Subscription Service or receiving Consulting Services on behalf of another party, then you represent and warrant that you have all sufficient and necessary rights and permissions to do so.

5.2. Limits of **INSPECH**

We will not use Client Data to contact any individual or company except as you direct or otherwise permit. We will use Client Data only in order to provide the **INSPECH** Subscription Service and Consulting Services to you and only as permitted by applicable law and this agreement.

5.3. Data Use

We may collect information about you and your Users when you interact with the **INSPECH** Subscription Service as permitted by the Agreement.

Data that you upload to **INSPECH**, including Geo-referenced images or GoPro Video, are stored securely on our servers and shared by default with other users of your **INSPECH** account.

BrainCreators will not use or disclose the output from Client's use of the **INSPECH** Product that is unique to Client's Content (data and rules) or that otherwise allow identification of the Client. BrainCreators is free to use generic data, configurations, rules, Feedback, and other information resulting from Client's use of the **INSPECH** Product for the purpose of improving **INSPECH** and other solutions that BrainCreators offers now or in the future.

5.4. Machine Learning

As permitted by this Agreement, we may use Client Data anonymized for machine learning to support certain product features and functionality within the **INSPECH** Subscription Service. You may opt-out of having your Client Data used for machine learning by emailing privacy@inspech.com.

5.5. Protection of Client Data

The **INSPECH** Subscription Service does not involve the processing of personal information as defined under the General Data Protection Regulation (GDPR). No Personal Data, as defined by the GDPR, is collected, stored, or transmitted during the visual road inspection process.

The Data Processing Addendum (DPA) terms are hereby incorporated by reference and will apply to the extent any Client Data includes Personal Data.

5.6. Data Processing Addendum

The **INSPECH** Data Processing Addendum (DPA) is found [here](#).

The DPA and applicable DPA Exhibit(s) apply to personal data contained in Content, if and to the extent: i) the European General Data Protection Regulation (EU/2016/679); or ii) other data protection laws identified at <https://www.BrainCreators.com/dpa/dpl> apply.

Upon request by either party, **INSPECH**, Client, or affiliates of either, will enter into additional agreements as required by law in the prescribed form for the protection of regulated personal data included in Content. The parties agree (and will ensure that their respective affiliates agree) that such additional agreements will be subject to the terms of the Agreement.

6. Service Uptime Commitment and Client Support

6.1. Service Uptime Commitment

We will use commercially reasonable efforts to make the **INSPECH** Subscription Service available.

For the purposes of this “Service Uptime Commitment” section, the following definitions will apply:

“Downtime” means a critical full outage/severe issue that constitutes a catastrophic problem causing the complete inability to use the **INSPECH** Subscription Service, excluding Beta Services, across a significant portion of the production environment (e.g. crash or hang), resulting in production downtime and where there is no workaround or solution to the problem.

“Force Majeure” means the following: (i) any act, event, or occurrence beyond BrainCreators reasonable control, including, without limitation, issues arising from bugs or other problems in the software, act of God, acts of government, emergencies, natural disasters, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving our employees), or any other force majeure event or factors; (ii) any problems resulting from Customer's combining or merging the **INSPECH** Subscription Service with any hardware or software not supplied by us or not identified by us in writing as compatible with the **INSPECH** Subscription Service; (iii) interruptions or delays in providing the DaaS Subscription resulting from upstream telecommunications or internet service provider failures; (iv) any interruption or unavailability resulting from the misuse, improper use, alteration, or damage of the **INSPECH** Subscription Service; and (v) unavailability while we perform maintenance on the **INSPECH** Subscription Service when necessary, in **INSPECH** sole, reasonable discretion.

“Normal Business Hours” means 9 am to 5pm Central European Time (CET) from Monday to Friday, excluding public (bank) holidays.

Notwithstanding the foregoing, Client shall make commercially reasonable efforts to resolve any support questions before contacting the **INSPECH** team.

6.2. Client Support

If you pay us a Subscription Fee for our **INSPECH** product(s), support is included at no additional cost.

Support includes the right to consult and use Documentation and online help as you see fit. In addition, we accept email support questions 24 hours per day x 7 days per week. Email questions can be submitted at support@inspech.com.

We attempt to respond to email questions within one business day during Normal Business Hours; in practice, our responses are generally even faster. We can not promise or guarantee any specific response time. We may limit or deny your access to support if we determine, in our reasonable discretion, that you are acting, or have acted, in a way that results or has resulted in misuse of support or abuse of **INSPECH** representatives.

6.3. Support Limitations

- a) issues resulting from your use of API's or your modifications to code in the **INSPECH** Subscription Service may be outside the scope of support.
- b) services with respect to system configurations, hardware and networks;
- c) structural work such as defining screens, fields, reports, setting up roles and rights schemes and links to third-party software;
- d) on-site support other than as stated in the DISA and/or in the event additional support services are purchased;
- e) extending the functionality of the Software at the Client's request;
- f) file conversion;
- g) services with respect to external databases from producers other than BrainCreators;
- h) installation, configuration, training or other services not expressly described in these Terms of Service;
- i) support for (operating) software of producers other than BrainCreators, which also includes third-party software that can be launched from the Software;
- j) file repairs, where the cause cannot be attributed to the Software;
- k) provision of newly made available products;
- l) support for the Client's Internet connection;
- m) support in an environment that is not supported according to the system requirements.

Support may only be requested by an Application Administrator. Within the support framework, the BrainCreators is entitled to view the Client's data referred to in [2. Client Data](#).

If BrainCreators out activities on the Client's instructions relating to the subjects referred to a) to l) above, BrainCreators shall charge the Client for these activities

separately in accordance with the prices and costs incurred by the BrainCreators at the time.

7. Intellectual Property

This agreement grants you access to and use of the **INSPECH** Subscription Service, but it does not include a license to any software. All intellectual property rights to the **INSPECH** Content, **INSPECH** Subscription Service, Consulting Services, and any other products or services provided under this Agreement are retained by us. It is prohibited for you to copy, rent, lease, sell, distribute, or create derivative works based on the **INSPECH** Content, **INSPECH** Subscription Service, or Consulting Services, in whole or in part, unless expressly authorized in writing by us.

We value your feedback and encourage customers to comment on the **INSPECH** Subscription Service or Consulting Services, provide suggestions for improvement, and vote on preferred suggestions. However, please understand that any comments and suggestions you provide are non-confidential and become our property. We reserve all rights to use and incorporate them into the **INSPECH** Subscription Service or Consulting Services without any obligation to compensate or attribute them to you.

8. Confidentiality

The Receiving Party agrees to adhere to the following obligations with regard to the Confidential Information disclosed by the Disclosing Party:

1. The Receiving Party shall maintain the strict confidentiality of the Confidential Information, employing the same level of care it applies to safeguard its own confidential information of a similar nature, with no less than reasonable care.
2. The Receiving Party shall refrain from utilizing any Confidential Information of the Disclosing Party for purposes beyond the scope of this Agreement.
3. The Receiving Party shall not disclose the Confidential Information of the Disclosing Party to any third party, except for the engagement of third-party service providers by us to deliver certain components or the

entirety of the **INSPECH** Subscription Service or Consulting Services, and subject to the condition that confidentiality obligations bind such providers. Additionally, disclosure to your **INSPECH** Solutions Partner, subject to their adherence to confidentiality obligations, is permissible.

4. The Receiving Party shall limit access to the Confidential Information of the Disclosing Party to its own employees, contractors, and agents, as well as those of its affiliates, who require access for purposes consistent with this Agreement. Such individuals must have executed confidentiality agreements with the Receiving Party containing protections no less rigorous than those stipulated herein.

The Receiving Party may be required to disclose Confidential Information of the Disclosing Party in accordance with applicable federal, state, or local laws, statutes, rules, or regulations, or as compelled by a subpoena or legal process. However, the following conditions shall apply:

- (i) The Receiving Party shall promptly notify the Disclosing Party of any request to disclose Confidential Information, providing sufficient notice to enable the Disclosing Party to object to the request, seek an appropriate protective order, or, if legally prohibited from giving notice, disclose only the minimum amount of Confidential Information required by the applicable legal obligation.
- (ii) The Receiving Party shall refer the request for disclosure to the Disclosing Party and shall offer reasonable assistance, at the Disclosing Party's expense, in challenging such disclosure or seeking a protective order, unless explicitly prohibited by law or court order.
- (iii) Under no circumstances shall the Receiving Party disclose Confidential Information to any party other than a government agency, except as mandated by a valid court order from a jurisdiction with authority that explicitly requires the specific disclosure. This provision applies even if the Disclosing Party refuses to consent or fails to respond to the Receiving Party's inquiries regarding the request to disclose Confidential Information.

9. Publicity

You grant us the right to add your name and company logo to our client list and website. You can opt-out of this by sending us an email with your objection to **INSPECH** using your Company name and logo without your consent at support@inspech.com.

10. Indemnification

You will indemnify, defend, and hold us and our Affiliates harmless, at your own expense, against any Action brought by a third party (not affiliated with us or our Affiliates) arising out of or based upon:

- A. the unauthorized or illegal use of the **INSPECH** Subscription Service by you or your Affiliates,
- B. your or your Affiliates' noncompliance with or breach of this Agreement,
- C. your or your Affiliates' use of Third-Party Products, or
- D. the unauthorized use of the **INSPECH** Subscription Service by any other person using your User Information.

We will: (i) promptly notify you in writing within thirty (30) days of becoming aware of such claim; (ii) allow you to assume sole control of the defense or settlement of the claim; and (iii) provide you with reasonable assistance and cooperation, at your expense, to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes obligations on us, (ii) requires us to make an admission, or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

11. Disclaimers; Limitation of liability

11.1. Performance Warranty

We warrant that: (i) the **INSPECH** Subscription Service and Consulting Services will be provided in accordance with generally accepted industry standards, and (ii) we will not knowingly introduce any viruses or other malicious code into the **INSPECH** Subscription Service.

In the event of non-conformance with this warranty, we will make commercially reasonable efforts to rectify the issue. If we are unable to correct the non-conformance within sixty (60) days from the date of your notification (the "Remedy Period"), either party may terminate this Agreement by providing written notice to the other party within thirty (30) days after the end of the Remedy Period. If you terminate the Agreement for this reason, we will promptly refund any prepaid but unused fees that cover the use of the **INSPECH** Subscription Service after termination, as outlined in the "Effect of Termination or Expiration" provision of this Agreement.

We shall not be held responsible or liable under this section if the non-conformance is caused by or based on:

1. the combination of the **INSPECH** Subscription Service with any hardware, software, equipment, or data not provided by us,
2. modifications to the **INSPECH** Subscription Service made by anyone other than us, or modifications made by us according to specifications or instructions provided by you, or
3. the use of the **INSPECH** Subscription Service in violation of or beyond the scope of this Agreement.

This section represents our entire liability and your sole and exclusive remedy regarding any claim covered by this section.

11.2. Disclaimer of Warranties

Except as set forth in the 'Performance Warranty' section and without limiting our obligations in the 'Protection of Customer Data' section of this agreement, we and our affiliates and agents do not make any representations or warranties regarding the suitability, reliability, availability, timeliness, security, accuracy, or completeness of the **INSPECH** subscription service, data synched to or made available from the **INSPECH** subscription service, **INSPECH** content, or the consulting services for any purpose. Please note that application programming interfaces (APIs) may not be available at all times. To the extent permitted by law, the **INSPECH** subscription service, **INSPECH** content, and consulting services are provided "as is" without warranty or condition of any kind. We disclaim all warranties and conditions of any kind, whether express, implied, or statutory,

including but not limited to, implied warranties or conditions of merchantability, fitness for a particular purpose, title, and non-infringement.

11.3. No Indirect Damages

To the extent permitted by applicable law, neither party nor its affiliates shall be liable for any indirect, incidental, punitive, or consequential damages, or for any loss of profits, revenue, data, or business opportunities arising out of or related to this agreement, whether arising in contract, tort, or otherwise, and regardless of the theory of liability.

11.4. Limitation of Liability

Except for your liability for payment of fees, your liability arising from your obligations under the 'Indemnification' section, and your liability for violation of our intellectual property rights, if, notwithstanding the other terms of this agreement, either party or its affiliates is determined to have any liability to the other party, its affiliates, or any third party, the parties agree that the aggregate liability of a party and its affiliates will be limited to a sum equal to the total amounts paid or payable for the **INSPECH** subscription service in the twelve-month period preceding the event giving rise to a claim.

11.5. Third Party Products

We and our affiliates disclaim all liability with respect to third-party products that you use. Our licensors will have no liability of any kind under this agreement.

11.6. Agreement to Liability Limit

You understand and agree that absent your agreement to this limitation of liability, we would not provide the **INSPECH** subscription service to you.

12. Governing Laws and Geographic Scope

12.1. Compliance with laws

Each party is responsible for complying with:

1. laws and regulations applicable to its business and Content; and
2. import, export and economic sanction laws and regulations, including defense trade control regime of any jurisdiction, including the International Traffic in Arms Regulations and those of the United States that prohibit or restrict the export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users.

12.2. Applicable laws

Both parties consent to the application of the laws of The Netherlands to govern, interpret and enforce all of the client's and **INSPECH** rights, duties and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles.

The rights and obligations of each party are valid only in the country of Client's business address.

If Client or any user exports or imports Content or uses any portion of the **INSPECH** Subscription Service outside the country of Client's business address, **INSPECH** will not serve as the exporter or importer, except as required by data protection laws.

If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect.

Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract.

The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement.

13. Additional Terms

13.1. Updates and releases

We reserve the right to modify any part or all of the Agreement by posting a revised version at <https://inspech.com/inspech/termsofservice>. The revised version will become effective and binding on the next business day after it is posted. We will notify you of any such revision by email or in-app notification.

If you do not agree with a modification to the Agreement, you must notify us in writing within thirty (30) days after we send notice of the revision. In such case, your subscription will continue to be governed by the terms and conditions of the Agreement prior to the modification until your next renewal date. After the renewal date, the current terms posted at <https://inspech.com/inspech/termsofservice> will apply. However, if we are unable to reasonably provide the subscription to you under the terms prior to the modification (for example, if the modifications are required by law or result from general product changes), we may terminate the Agreement and/or the affected **INSPECH** Subscription Services upon notice to you. In such case, we will promptly refund any prepaid but unused fees covering the use of the **INSPECH** Subscription Service after termination, following this Agreement's 'Effect of Termination or Expiration' provision.

No delay in exercising any right or remedy, or failure to object, will be considered a waiver of such right or remedy or any other right or remedy. Any waiver granted on one occasion will not be considered a waiver of any right or remedy on any future occasion.

13.2. Force Majeure

Except for the payment obligations of amounts due under this Agreement, neither party shall be held responsible for any failure or delay in performance if such failure or delay is caused by an act of war, hostility, or sabotage; an act of God; an electrical, internet, or telecommunication outage that is not caused by the party obligated to perform; government restrictions; a pandemic; or any other event that is beyond the reasonable control of the party obligated to perform. Each party will make reasonable efforts to minimize the impact of a force majeure event.

13.3. Actions Permitted

Except for actions for nonpayment or breach of a party's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

13.4. Relationship of the Parties

Both you and we acknowledge and agree that no joint venture, partnership, employment, or agency relationship is established between us.

13.5. Severability

In the event that any provision of this Agreement or an Order Form is found to be invalid or unenforceable under applicable law, such provision will be replaced with a valid and enforceable provision that reflects the original intent as closely as possible, and the remaining provisions of this Agreement will remain in full force and effect.

13.6. Entire Agreement

This Agreement, including each Order, constitutes the complete and exclusive agreement between us pertaining to the **INSPECH** Subscription Service and Consulting Services, and it supersedes all prior proposals and agreements, whether electronic, oral, or written, between the parties. We expressly object to and reject any additional or different terms proposed by you, including those found in your purchase order, acceptance, supplier portal, or website. Our obligations under this Agreement are not contingent upon the delivery of any future functionality or features of the **INSPECH** Subscription Service, nor are they dependent on any oral or written comments made by us regarding such future functionality or features.

13.7. Assignment

You may not assign or transfer this Agreement without obtaining our prior written consent, except in cases where the assignment is made to a successor resulting from a merger, reorganization, sale of all or substantially all of your assets, change of control, or operation of law, provided that such successor is not a competitor of ours. We reserve the right to assign this Agreement to any **INSPECH** Affiliate or in the event of a merger, reorganization, sale of all or substantially all of our assets, change of control, or operation of law.

13.8. No Third Party Beneficiaries

This Agreement does not grant any rights, benefits, or remedies to any third party, whether expressly or impliedly, and no third party person or entity shall have any such rights, benefits, or remedies under or by virtue of this Agreement.

13.9. Authority

Each party represents and warrants to the other that it possesses the complete power and authority to enter into this Agreement, and that this Agreement is legally binding and enforceable in accordance with its provisions. Furthermore, you warrant and represent that you have the necessary authority to ensure that your Affiliates comply with the terms and conditions of this Agreement.

13.10. Survival.

The following sections will survive the expiration or termination of this Agreement:

'Definitions', 'Fees', 'Prohibited and Unauthorized Use', 'Early Cancellation', 'Termination for Cause', 'Suspension for Prohibited Acts', 'Suspension for Non-Payment', 'Suspension for Present Harm', 'Effect of Termination or Expiration', 'Intellectual Property', 'Customer's Proprietary Rights', 'Confidentiality', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Additional Terms' and 'Governing Laws and Geographic Scope'. Additionally, the 'Retrieval of Client Data' sections and the 'Free Trial' and 'Beta Services'.

APPENDIX A

1. Add-Ons: Additional product enhancements, including limit increases and other add-ons, that are available for purchase.
2. Affiliate: Any entity that directly or indirectly controls, is controlled by, or is under common control with a party to the Agreement. Control refers to direct or indirect ownership or control of more than 50% of the voting interests of the entity.
3. Agreement or **INSPECH – Terms of Service**: Refers to the general terms and all materials referred or linked to in the agreement unless otherwise stated.
4. Authorized Payment Method: A valid payment method accepted by **INSPECH**, which may be updated from time to time and can include payment through a third-party account.
5. Billing Period: The period for which you agree to prepay fees under an Order Form. It can be the same length as the **INSPECH** Subscription Term or a shorter duration, depending on the agreement.
6. Confidential Information: All confidential information disclosed by one party (Disclosing Party) to the other party (Receiving Party), whether orally or in writing. It includes information related to customers, products, marketing plans, technical data, business plans, finances, and the terms of the Agreement. Certain exclusions apply to information that is publicly known, already known to the Receiving Party, received from a third party, or independently developed by the Receiving Party.
7. Contact: A single individual (other than a User) whose contact information is stored in the **INSPECH** Subscription Service.
8. Contact Information: The name, email address, phone number, online user name(s), and similar information submitted by visitors to your landing pages on the **INSPECH** Subscription Service or uploaded by you.
9. Consulting Services: Professional services provided by **INSPECH**, which may include training, installation, integration, or other consulting services.
10. Client Data: All information submitted or collected by you via the **INSPECH** Subscription Service, excluding **INSPECH** Content.
11. Client Materials: All materials provided or posted by you for public display through the **INSPECH** Subscription Service.
12. DPA: **INSPECH** Data Processing Agreement, which can be found at <https://www.braincreators.com/dpa>.
13. **INSPECH** Content: Information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags incorporated into the **INSPECH** Subscription Service or provided as part of Consulting Services by **INSPECH**.

14. Order or Order Form: The **INSPECH**-approved form or online subscription process through which you subscribe to the Subscription Service and purchase Consulting Services.
15. Personal Data: Information relating to an identified or identifiable individual, contained within Customer Data and protected under applicable Data Protection Laws.
16. Product and Services Catalog - **INSPECH** Products and Services Catalog available at [INSPECH Product and Services Catalog](#), as updated by us from time-to-time.
17. Sensitive Information: Specific types of sensitive data, such as credit card numbers, financial account numbers, government-issued identification numbers, biometric information, personal health information, personal information of children, and other special categories of data under GDPR or other applicable privacy and data protection laws.
18. Subscription Fee: The amount paid for the **INSPECH** Subscription Service.
19. **INSPECH** Subscription Service: Web-based applications, tools, and platforms provided by **INSPECH**, accessible through a designated URL, and including ancillary products and services.
20. Subscription Term: The initial term of your subscription to the **INSPECH** Subscription Service, as specified in the Order Form, and subsequent renewal terms. For Beta Services, the Subscription Term refers to the period during which you have an account to access the Beta Services.
21. Users: Your employees, representatives, consultants, contractors or road inspectors who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.
22. "**INSPECH**", "we", "us", or "our" means the applicable contracting entity as specified in the "Contracting Entity".
23. "You", "your", "Customer" or "Client" means the person or entity using the **INSPECH** Subscription Service or receiving the Consulting Services and identified in the applicable account record, billing statement, online subscription process, or Order Form as the client and your Affiliated included in the scope of your purchase.