External Data Sources Terms and Conditions

These terms and conditions (the "**Agreement**") are between Dealfront Group GmbH dba Leadfeeder Group and/or their affiliates ("**Leadfeeder**," "**we**," "**us**," or "**our**") and the entity using the Leadfeeder feature Find More Contact Details ("**Customer**", "**you**" or "**your**", and collectively with Leadfeeder, the **"Parties"** and each a "**Party**").

1. Purpose of the Agreement

1.1. This Agreement governs the access, use, and transactions made through the Leadfeeder feature Find More Contact Details ("**FMCD**"). FMCD enables registered business customers to purchase B2B contact data for business purposes from third-party providers. By using FMCD, you agree to be bound by the terms and conditions set forth herein.

1.2. Unless otherwise specified in this Agreement, the General Terms and Conditions (available here: https://www.leadfeeder.com/terms/ govern the relationship of the Parties.

2. Information Regarding (Personal) Data Made Available Through FMCD

2.1. Leadfeeder is not a data controller with regard to the data you purchase via FMCD. Leadfeeder merely acts as a data processor acting on your (the Customer's) behalf to facilitate your purchase and in line with Leadfeeder's FMCD data processing agreement available https://www.leadfeeder.com/terms/ . The Customer is responsible for vetting the data sources, the third-party provider(s) and determining which data to add to its account. The Customer can enable and disable data sources via the control page in the settings.

2.2. Leadfeeder shall purchase the respective datasets in its own name for the account of the Customer as directed by the Customer.

2.3. Leadfeeder has no control over and does not guarantee: the existence, quality, safety, or legality of the data of the respective third-party provider(s) available via FMCD or the ability of said third-party provider(s) to provide the data.

3. Eligibility

By signing up for or enabling FMCD, you represent and warrant that:

3.1. The individual acting on behalf of the Customer has the authority to bind the Customer.

3.2. The Customer has all requisite rights, power, and authority to enter into, perform its obligations under, and grant the rights and authorizations in this Agreement.

4. Your Order(s)

4.1. You acknowledge and agree that certain Actions will consume Credits. If all Credits have been used, certain Actions might not be available anymore until the renewal of the Term or by buying additional Credits.

4.2. For the avoidance of doubt, the subscription and payment terms of the General Terms and Conditions apply.

5. Indemnification

5.1. We will defend and indemnify Customer, including its officers, directors, and employees, against any third-party IP Claim alleging that the use of our services, in accordance with this Agreement, infringes on a patent, copyright, or trademark ("**IP Claim**"). We will cover any damages and costs awarded or settled, including reasonable attorney fees. We are not liable for IP Claims arising from unauthorized use, modifications by third parties, or combinations with other products not provided by us. If an IP Claim arises, we may (a) secure the right for Customer to continue using our services, (b) modify them to be non-infringing, or (c) terminate the subscription and refund unused fees if the first two options are not viable.

5.2. You agree to defend, indemnify, and hold harmless Leadfeeder and its affiliates and their respective directors, officers, employees, representatives, contractors, and agents, from and against any loss, damage, judgment, settlement, expense, interest, and any other liability (including reasonable attorneys' fees and costs) related to or arising out of any third-party allegation, claim, lawsuit, or proceeding (a "**Claim**") to the extent such Claim is based on:

5.2.a. Any breach of this Agreement by the Customer;

5.2.b. Any use by the Customer of the data purchased via FMCD;

5.2.c. Customer's violation of laws applicable to Customer's business;

5.2.d. Customer's use of FMCD.

5.3. In the event of a potential obligation under this section 5, the indemnified party will (i) promptly notify the indemnifying party in writing of the claim, (ii) allow the indemnifying party the right to control the investigation, defense and settlement (if applicable) of such claim at the indemnifying party's sole cost and expense, and (iii) upon request of the indemnifying party, provide all necessary cooperation at the indemnifying party's expense. Failure by the indemnified party to notify the indemnifying party of a claim under this section will not relieve the indemnifying party of its obligations under this Section, however, the indemnifying party will not be liable for any litigation expenses that the indemnified party incurred prior to the time when notice is given or for any damages and/or costs resulting from any material prejudice caused by the delay or failure to provide notice to the indemnifying party in accordance with this section. The indemnifying party may not settle any claim that would bind the indemnified party to any obligation (other than payment covered by

the indemnifying party or ceasing to use infringing materials) or require any admission of fault by the indemnified party, without the indemnified party's prior written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Any indemnification obligation under this Section 5 will not apply if the indemnified party settles or makes any admission with respect to a claim without the indemnifying party's prior written consent.

6. **Applicable Law**
   This Agreement and any disputes arising out of or related to it shall be governed by the laws of the Federal Republic of Germany, excluding the UN Sales Convention and without giving effect to any principles of conflicts of law.
7. **Courts with Exclusive Jurisdiction**
   All disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts at the place of the registered office of Dealfront Group GmbH. Arbitration proceedings are expressly excluded.
8. **Right to Amend the Terms and Conditions**
   Leadfeeder has the right to amend this Agreement, to adapt the terms and conditions to changes of applicable laws, or to the services and conditions Leadfeeder offers. In this event, Leadfeeder will inform the Customer of the amendment in text form reasonably in advance. The amendment is incorporated and applies unless the Customer objects in text form within two (2) weeks of receipt of the notification about the amendment. If the Customer exercises its right of objection, the contract will continue to apply based on the Agreement without the amendment. In this case, any rights of the parties to terminate the contract remain unaffected. In case of a timely objection, Leadfeeder reserves the right to terminate the Agreement extraordinarily with a notice period of one (1) month.