

SmartFeedback TERMS OF SERVICE

This is a contract between you (the Customer) and us ([Gaia](#)) for [SmartFeedback](#) subscription. It describes the services we will provide to you, how we will work together, and other aspects of our business relationship. By using the Subscription Service or receiving the Consulting Services, you are agreeing to these terms.

We periodically update these terms. If you have an active [SmartFeedback](#) subscription, we will let you know when we do via an email or in-app notification.

DEFINITIONS

"Agreement" means these Customer Terms of Service and all materials referred or linked to in here.

"Billing Period" means the period for which you agree to prepay fees under an Order Form, which will be the same as or shorter than the Subscription Term. For example, if you subscribe to the Subscription Service for a one (1) year Subscription Term, with a twelve (12) month upfront payment, the Billing Period will be twelve (12) months.

"Confidential Information" means all information provided by you or us ("Discloser") to the other ("Receiver"), whether orally or in writing that is designated as confidential. Confidential Information will include Customer Data and information about the Discloser's business plans, technical data, and the terms of the Order. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Discloser or (ii) was known to the Receiver before receipt from the Discloser.

"Consulting Services" means the professional services provided to you by us, which may include training services, installation, integration, customization, on-site service, or other consulting services.

"Customer Data" means all information that you submit or collect via the Subscription Service.

"Order" or **"Order Form"** means the Gaia-approved form or online subscription process by which you agree to subscribe to the Subscription Service and purchase Consulting Services. The Order may be referred to as a "Statement of Work" if you are purchasing only Consulting Services.

"Sensitive Information" means (a) credit or debit card numbers; personal financial account information; Social Security numbers or local equivalents; passport numbers; driver's license numbers or similar identifiers; passwords; racial or ethnic origin; physical or mental health condition or information; or other employment, financial or health information, including any information subject to the Health Insurance Portability and Accountability Act, the Payment Card Industry Data Security Standards, and other regulations, laws or industry standards designed to protect similar information; and (b) any information defined under EU data protection laws as 'Sensitive Personal Data'.

"Subscription Fee" means the amount you pay for the Subscription Service.

"Subscription Service" means all of our web-based applications, tools and platforms that you have subscribed to by an Order Form or that we otherwise make available to you, and are developed, operated,

and maintained by us, accessible via <http://smartfeedback.in/softsurvey/> or another designated URL, and any ancillary products and services, that we provide to you.

"**Subscription Term**" means the initial term of your subscription to the applicable Subscription Service, as specified on your Order Form(s), and each subsequent renewal term (if any).

"**Third-Party Products**" means non-embedded products and professional services that are provided by third parties which interoperate with or are used in connection with the Subscription Service.

"**Third-Party Sites**" means third-party websites linked to from within the Subscription Service.

"**Users**" means your employees, representatives, consultants, contractors or agents who are authorized to use the Subscription Service for your benefit and have unique user identifications and passwords for the Subscription Service.

"**Gaia**", "**we**", "**us**" or "**our**" means the applicable contracting entity as specified in the 'Contracting Entity and Applicable Law' section.

"**You**", "**your**" or "**Customer**" means the person or entity using the Subscription Service or receiving the Consulting Services and identified in the applicable account record, billing statement, online subscription process, or Order Form as the customer.

1. GENERAL COMMERCIAL TERMS

1.1. Access. During the Subscription Term, we will provide you access to use the Subscription Service as described in this Agreement and the applicable Order. We might provide some or all elements of the Subscription Service through third party service providers.

1.2. Additional Features. You may subscribe to additional features of the Subscription Service by placing an additional Order or activating the additional features from within your Gaia or SmartFeedback portal (if this option is made available by us.). This Agreement will apply to all additional Order(s) and all additional features that you activate from within your Gaia or SmartFeedback portal.

1.3. Availability. We try to make the Subscription Service available 24 hours a day, 7 days a week, except for planned down-time for maintenance.

1.4. Consulting Services. You may purchase Consulting Services by placing an Order with us along with a mutually agreed Statement of Work. Fees for these Consulting Services are in addition to your Subscription Fee. If you purchase Consulting Services that recur, they will be considered part of your subscription and will renew in accordance with your subscription.

All Consulting Services are performed remotely, unless you and we otherwise agree.

For Consulting Services performed on-site, you will reimburse us our reasonable costs for all expenses incurred in connection with the Consulting Services. Any invoices or other requests for reimbursements will be due and payable within thirty (30) days of the date of the invoice. We might provide some or all elements of the Consulting Services through third party service providers. Consulting Services are non-cancellable and all fees for Consulting Services are non-refundable.

1.5. Fees and Payments

1.5.a. Subscription Fees. The Subscription Fee will remain fixed during each Subscription Term unless you: (i) exceed your limits expressed in applicable Order Form(s), (ii) upgrade products or base packages, (iii) subscribe to additional features or products, or (iv) request customizations to product configuration, features, or products.

1.5.b. Fee Adjustments in Next Billing Period. We determine price tier(s) for the next Billing Period by reviewing your usage in your portal. If any limit, as expressed in Order Form(s) is exceeded when we complete this review, then your Subscription Fee will increase at the beginning of the next Billing Period up to the tier price which corresponds with the reviewed usage.

1.5.c. Fee Adjustments During a Billing Period. The Subscription Fee will remain fixed during a Billing Period. However, it may increase during a Billing Period up to the corresponding base package and tier price only if you exceed any limit on usage as expressed in Order Form(s), change products or subscribe to additional features for use during the Billing Period. We may choose to decrease your fees upon written notice to you.

1.5.d. Fee Adjustments at Renewal. Upon renewal of your subscription we may increase your Subscription Fee basis changes in input costs

1.5.e. Payment by credit card. If you are paying by credit card, you authorize us to charge your credit card or bank account for all fees payable during the Subscription Term. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

1.5.f. Payment against invoice. If you are paying by invoice, we will invoice you no more than forty-five (45) days before the beginning of the Subscription Term and each subsequent Billing Period, and other times during the Subscription Term when fees are payable. All amounts invoiced are due and payable within thirty (30) days from the date of the invoice, unless otherwise specified in the Order Form.

1.5.g. Payment Information. You will keep your contact information, billing information and credit card information (where applicable) up to date by giving us notice of any change. All payment obligations are non-cancelable and all amounts paid are non-refundable, except as specifically provided for in this Agreement. All fees are due and payable in advance throughout the Subscription Term.

1.5.h. GST/Sales Tax/VAT. All fees are exclusive of taxes, which we will charge as applicable. You agree to pay any taxes applicable to your use of the Subscription Service and performance of Consulting Services. You shall have no liability for any taxes based upon our gross revenues or net income. If you are located in India, all fees are exclusive of any GST and you represent that you are registered for GSTN purposes. If you are located in the European Union, all fees are exclusive of any VAT and you represent that you are registered for VAT purposes in your member state. At our request, you will provide us with the VAT registration number under which you are registered in your member state. If you are subject to GST, all fees are exclusive of GST. If you are required to deduct or withhold any tax, you must pay the amount deducted or withheld as required by law and pay us an additional amount so that we receive payment in full as if there were no deduction or withholding.

1.6. Use and Limitations of Use

1.6a. Prohibited and Unauthorized Use. You will not (i) use or launch any automated system, including, "robots," "spiders," or "offline readers," that sends more request messages to our servers in a given period of time than a human can reasonably produce in the same period by using a conventional browser; (ii) use the Subscription Service in any manner that damages, disables, overburdens, or impairs any of our websites or interferes with any other party's use of the Subscription Service; (iii) attempt to gain unauthorized access to the Subscription Service; (iv) access the Subscription Service other than through our interface; (v) use the Subscription Service for any purpose or in any manner that is unlawful or prohibited by this Agreement, or (vi) share your access controlled login ID and password with other stakeholders or non-stakeholders.

You will notify us right away of any unauthorized use of your Users' identifications and passwords or your account.

1.6.b. No Sensitive Information. You agree not to use the subscription service to collect, manage or process sensitive information. We will not have any liability that may result from your use of the subscription service to collect or manage sensitive information.

1.6.b. Third-Party Sites and Products. Third-Party Sites and Products are not under our control. Third-Party Sites and Products are provided to you only as a convenience, and the availability of any Third-Party Site or Product does not mean we endorse, support or warrant the Third-Party Site or Product.

1.7. Subscription Term, Termination, Suspension

1.7.a. Term and Renewal. Your initial subscription period will be specified in your Order, and your subscription will automatically renew for one renewal term as specified in your Order. To prevent renewal of the subscription, the required notice must be provided within the timeframe as specified in the 'Subscription Types' section below. If you add products during the Subscription Term, the fees for these additional products will be pro-rated and they will renew along with your subscription, unless otherwise indicated in your Order.

The renewal pricing set forth in your Order will apply, subject to adjustment as specified in the 'Fees and Payments' section above.

1.7.b. No Early Termination; No Refunds. The Subscription Term will end on the expiration date and the subscription cannot be cancelled early. We do not provide refunds if you decide to stop using the SmartFeedback subscription during your Subscription Term.

1.7.c. Termination for Cause. Either party may terminate this Agreement for cause, as to any or all Subscription Services: (i) upon thirty (30) days' notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation or assignment for the benefit of creditors. We may also terminate this Agreement for cause on thirty (30) days' notice if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers. This Agreement may not otherwise be terminated prior to the end of the Subscription Term.

1.7.d. Suspension for Non-Payment. We will provide you with notice of non-payment of any amount due. Unless the full amount has been paid, we may suspend your access to any or all of the Subscription Services ten (10) days after such notice. We will not suspend the Subscription Service while you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. If a Subscription Service is suspended for non-payment, we may charge a re-activation fee to reinstate the Subscription Service.

1.7.e. Suspension for Present Harm. If your use of the Subscription Service: (i) is being subjected to denial of service attacks or other disruptive activity, (ii) is being used to engage in denial of service attacks or other disruptive activity, (iii) is creating a security vulnerability for the Subscription Service or others, (iv) is consuming excessive bandwidth, or (v) is causing harm to us or others, then we may, with electronic or telephonic notice to you, suspend all or any access to the Subscription Service. We will try to limit the suspension to the affected portion of the Subscription Service and promptly resolve the issues causing the suspension of the Subscription Service. Nothing in this clause limits our right to terminate for cause as outlined above, if we determine that you are acting, or have acted, in a way that has or may negatively reflect on or affect us, our prospects, or our customers.

1.7.f. Effect of Termination or Expiration. Upon termination or expiration of this Agreement, you will stop all use of the affected Subscription Service. We may or may not provide you the opportunity to retrieve Customer Data after termination or expiration, depending on the type of applicable subscription as specified in the 'Retrieval of Customer Data' section below. If we terminate this Agreement for cause, you will promptly pay all unpaid fees due through the end of the Subscription Term. Fees are otherwise non-refundable.

2. SUBSCRIPTION TERMS

2.1. Limits. The limits that apply to you will be specified in your Order Form, this Agreement. If we make modifications to the limits that would negatively impact you, these modifications will not apply to you until the start of your next renewal Subscription Term. On renewal, the current, at the time of renewal, product usage limits will apply to your subscription, unless you and we otherwise agree.

2.2. Downgrades. You may not downgrade your subscription in order to avoid additional charges, you should purchase the appropriate tier of Subscription Service for your anticipated needs.

2.3. Modifications. We modify the Subscription Service from time to time, including by adding or deleting features and functions, in an effort to improve your experience. We will not make changes to the Subscription Service that materially reduce the functionality provided to you during the Subscription Term.

2.4. Customer Support. Email support is included in your Subscription Fee. We accept email support questions 24 Hours per Day x 7 Days per Week. Email questions can be sent to support@gaia.in. Email responses are provided during 9-6 IST Monday to Friday, excluding Indian holidays. We attempt to respond to email support questions within one business day. We do not promise or guarantee any specific response time.

2.5. Notice of Non-Renewal. Your subscription will automatically renew according to the ‘Term and Renewal’ section above. Unless otherwise specified in your Order, to prevent renewal of a Subscription, you or we must give written notice of non-renewal and this written notice must be received no less than forty-five (45) days in advance of the end of the Subscription Term. If you decide not to renew, you may send the notice of non-renewal by email to support@gaia.in.

2.6. Retrieval of Customer Data. As long as you have paid all fees owed to us, if you make a written request within thirty (30) days after termination or expiration of your subscription, we will provide you with temporary access to the Subscription Service to retrieve, or we will provide you with copies of, all Customer Data then in our possession or control. We will store historical data for a period of 12 months. Should older data need to be archived, you may reach out to us separately to request additional functionality at additional cost. If we provide you with temporary access to the portal, we may charge a re-activation fee. We may withhold access to Customer Data until you pay any fees owed to us. Thirty (30) days after termination or expiration of your Subscription, we will have no obligation to maintain or provide you the Customer Data and may, unless legally prohibited, delete all Customer Data in our systems or otherwise in our control.

3. PRODUCT DISCLOSURES

3.1. Alpha/Beta Services. If we make alpha or beta access to some or all of the Subscription Service (the “Alpha/Beta Services”) available to you (i) the Alpha/Beta Services are provided “as is” and without warranty of any kind, (ii) we may suspend, limit, or terminate the Alpha/Beta Services for any reason at any time without notice, and (iii) we will not be liable to you for damages of any kind related to your use of the Alpha/Beta Services. If we inform you of additional terms and conditions that apply to your use of the Alpha/Beta Services, those will apply as well. We might require your participation to be confidential, and we might also require you to provide feedback to us about your use of the Alpha/Beta Services. You agree that we own all rights to use and incorporate your feedback into our services and products, without payment or attribution to you.

4. GENERAL LEGAL TERMS

4.1. Customer Data

4.1.a. Limits on Gaia. We will not use, or allow anyone else to use, Customer Data to contact any individual or company except as you direct or otherwise permit. We will use Customer Data only in order to provide the Subscription Service and Consulting Services to you and only as permitted by applicable law and this Agreement.

4.1.b. Aggregate Data. We may monitor use of the Subscription Service by all of our customers and use the data gathered in an aggregate and anonymous manner. You agree that we may use and publish such information, provided that such information does not incorporate any Customer Data and/or identify you.

4.1.c. Safeguards. We will maintain commercially appropriate administrative, physical, and technical safeguards to protect Customer Data. You consent to the processing of Customer Data in any zone supported by Gaia, as per arrangements with Azure.

4.2. Gaia's Proprietary Rights. This is an Agreement for access to and use of the Subscription Service, and you are not granted a license to any software by this Agreement. The Subscription Service and Consulting Services are protected by intellectual property laws, they belong to and are the property of us or our licensors (if any), and we retain all ownership rights to them. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the Subscription Service, or the Consulting Services in whole or in part, by any means, except as expressly authorized in writing by us.

We encourage all customers to comment on the Subscription Service or Consulting Services, provide suggestions for improving it. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the Subscription Service or Consulting Services, without payment or attribution to you.

4.3. Customer's Proprietary Rights. As between the parties, you own and retain all rights to the Customer Materials and Customer Data. This Agreement does not grant us any ownership rights to Customer Materials or Customer Data. You grant permission to us and our licensors to use the Customer Materials and Customer Data only as necessary to provide the Subscription Service and Consulting Services to you and as permitted by this Agreement. If you are using the 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.

4.4. Confidentiality. The Receiver will: (i) protect the confidentiality of the Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care, (ii) not use any Confidential Information for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information to any third party (except our third party service providers), and (iv) limit access to Confidential Information to its employees, contractors, advisors and agents. Upon notice to the Discloser, the Receiver may disclose Confidential Information if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

4.5. Publicity. You grant us the right to add your name and company logo to our customer list, website, and product portal interfaces.

4.6. Indemnification. You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of (a) unauthorized or illegal use of the Subscription Service by you, (b) your noncompliance with or breach of this Agreement, (c) your use of Third-Party Products, or (d) the unauthorized use of the Subscription Service by any other person using your User information. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation 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.

4.7. Disclaimers; Limitations of Liability

4.7.a. Disclaimer of Warranties. We and our affiliates and agents make no representations or warranties about the suitability, reliability, availability, timeliness, security or accuracy of the subscription service, data made available from the subscription service, or the consulting services for any purpose. Application programming interfaces (apis) may not be available at all times. To the extent permitted by law, the subscription service 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, with regard to the subscription service and the consulting services, including all implied warranties or conditions of merchantability, fitness for a particular purpose, title and non-infringement.

4.7.b. No Indirect Damages. To the extent permitted by law, in no event shall either party be liable for any indirect, incidental, punitive, or consequential damages, or loss of profits, revenue, data or business opportunities.

4.7.c. 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 is determined to have any liability to the other party or any third party, the parties agree that the aggregate liability of a party will be limited to the lesser of the total amounts you have actually paid for the subscription service in the twelve month period preceding the event giving rise to a claim.

4.7.d. Third Party Products. We disclaim all liability with respect to third-party products that you use. Our licensors shall have no liability of any kind under this agreement.

4.7.e. Agreement to Liability Limit. You understand and agree that absent your agreement to this limitation of liability, we would not provide the subscription service to you.

4.8. Miscellaneous

4.8.a. Amendment; No Waiver. We may update and change any part or all of these Customer Terms of Service, including the fees and charges associated with the use of the Subscription Service (but, your fees and charges won't change during the Subscription Term except as we explain in the 'Fees and Payments' section above.) If we update or change these Customer Terms of Service, the updated Customer Terms of Service will be posted at www.smartfeedback.in and we will let you know via email or in-app notification. The updated Customer Terms of Service will become effective and binding on the next business day after it is posted. When we change these Customer Terms of Service, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review these Customer Terms of Service periodically.

If you do not agree with a modification to the Customer Terms of Service, you must notify us in writing within thirty (30) days after receiving notice of modification. If you give us this notice, your subscription will continue to be governed by the terms and conditions of the Customer Terms of Service prior to modification for the remainder of your current term. Upon renewal, the Customer Terms of Service published by us on our website will apply.

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

4.8.b. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

4.8.c. 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.

4.8.d. Relationship of the Parties. You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

4.8.e. Compliance with Laws. We will comply with Indian law in our provision of the Subscription Service, the Consulting Services and our processing of Customer Data. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation, legal process or governmental request. You will comply with all laws in your use of the Subscription Service and Consulting Services, including any applicable export laws. You will not directly or indirectly export, re-export, or transfer the Subscription Service or Consulting Services to prohibited countries or individuals or permit use of the Subscription Service or Consulting Services by prohibited countries or individuals.

4.8.f. Severability. If any part of this Agreement or an Order Form is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

4.8.g. Notices. Notice will be sent to the contact address set forth herein, and will be deemed delivered as of the date of actual receipt.

To Gaia, B-1303, Plot 1-A/B, C Sector 46A, Nerul, Navi Mumbai 400706, INDIA.

To you: your address as provided in our SmartFeedback Subscription account information for you. We may give electronic notices by general notice via the Subscription Service and may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you or through the notifications center of the Subscription Service. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you. You must keep all of your account information current.

4.8.h. Entire Agreement. This Agreement (including each Order) is the entire agreement between us for the Subscription Service and Consulting Services and supersedes all other proposals and agreements, whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the Subscription Service or dependent on any oral or written public comments made by us regarding future functionality or features of the Subscription Service.

4.8.i. Assignment. You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of your assets, change of control or operation of law, without our prior written consent, which will not be unreasonably withheld. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

4.8.j. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any third-party person or entity any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

4.8.k. Contract for Services. This Agreement is a contract for the provision of services and not a contract for the sale of goods.

4.8.l. Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.

4.8.m. Survival. The following sections shall survive the expiration or termination of this Agreement: 'Definitions', 'Fees and Payments', 'Prohibited and Unauthorized Use', 'No Early Termination; No Refunds', 'Termination for Cause', 'Suspension for Prohibited Acts', 'Suspension for Non-Payment', 'Suspension for Present Harm', 'Suspension and Termination of Free Services', 'Effect of Termination or Expiration', 'Retrieval of Customer Data', 'Alpha/Beta Services', 'Gaia's Proprietary Rights', 'Customer's Proprietary Rights', 'Confidentiality', 'Publicity', 'Indemnification', 'Disclaimers; Limitations of Liability', 'Miscellaneous' and 'Contracting Entity and Applicable Law'.

4.8.n. Precedence. In the event of a conflict between the terms of this Agreement and an Order, the terms of the Order shall control, but only as to that Order.

5. JURISDICTION SPECIFIC TERMS

5.1. Contracting Entity and Applicable Law.

You are contracting with Gaia, (Full Name: Gaia Smart Cities Solutions Pvt. Ltd.), an Indian Private Limited company registered under Indian Companies Act and having registration number U74120MH2015PTC265251.

Governing law, without regard to its principles of conflict of laws is Indian law.

Any dispute, controversy or claim arising out of or in connection with this Agreement, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by courts of competent jurisdiction in Mumbai. The arbitration tribunal shall however under all circumstances be composed of a sole arbitrator. The place of the arbitration shall be Mumbai, India, and the language in the proceedings shall be English.

5.2. EU/EEA Data Processing.

For the purposes of Article 26(2) of Directive 95/46/EC, customers that have a Subscription and are located in the European Union or the European Economic Area may enter into a Data Processing Agreement that includes the Standard Contractual Clauses adopted by the European Commission in order to further provide adequate safeguards with respect to the data processed under this Agreement. You acknowledge in all cases that Gaia acts as the processor of Customer Data and you remain the controller of Customer Data for applicable European Union data protection regulations. If you are located in the European Union, you understand that if you give an integration provider access to your Gaia portal, you serve as the controller of such information and the integration provider serves as the processor for the purposes of those data laws and regulations that apply to you. In no case are such integration providers our sub-processors.

Follow Us

[Gaia](#)

[SmartFeedback](#)

Twitter: [@gaiasmartcities](#) curren revenue, and reducing your customer churn.