



Business Barometer

Terms and Conditions



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I. DEFINED TERMS (DEFINITIONS)

Apart from definitions from your General Terms as a Business Partner the following defined terms (definitions) shall apply:

1. **Business Barometer** – is an analytical Service of XTRF that allows for presentation of aggregated data concerning operations of the Business Partner within the TMS Service, Business Partner's Customers information, inter alia trends concerning operation and profitability of Projects and various key performance indicators.
2. **Business Barometer Terms** – the present Document.
3. **Report** – information provided to you on the basis of data analyzed by the Business Barometer.

II. PURPOSE OF THESE BUSINESS BAROMETER TERMS

1. The present Business Barometer Terms govern use of Business Barometer. As a Business Partner of XTRF please also refer to:
 - 1.1. in particular to your Purchase Order, and General Terms;
 - 1.2. Data Processing Terms;
 - 1.3. OnCloud Terms;
 - 1.4. any other Documents that have been indicated by XTRF as applicable to you.



III. ACCESS TO BUSINESS BAROMETER

1. Business Barometer is provided to you at no additional charges as a supplement to your TMS Service. XTRF reserves the right to introduce additional fees for Business Barometer Service in the future.
2. You may access the Business Barometer through an Access Link provided to you by XTRF, after accepting the present Business Barometer Terms. The acceptance should be made by your Business Contact.

IV. RIGHTS AND OBLIGATIONS

1. The purpose of Business Barometer is to present business information facilitating informed business decisions. You acknowledge that XTRF is not responsible for any business decisions undertaken with use of the data presented in the Business Barometer as business decisions are subject to complex decision-factors and Business Barometer reports are only one of tools that you should take into account when making business decisions. Business Barometer is not designed to be a single decision making tool.
2. You acknowledge that XTRF is not responsible for the data that is introduced into TMS Service, its accuracy, reliability, completeness, structure and whether it is up-to-date. You acknowledge that you have legally introduced data into TMS Service, and any introduction of data into TMS Service does not violate any rights of third persons. Should this not be the case, you agree to hold XTRF harmless and indemnify XTRF from any liability, free XTRF from participation in any legal proceedings and return to XTRF any damage, including legal fees, that XTRF might incur as a result of your violation of rights of third persons.
3. By accessing Business Barometer you acknowledge and consent that XTRF will have access to data and text introduced into the TMS Services concerning Projects. XTRF will have access to:
 - 3.1. financial data concerning the Projects, quotes and jobs for subcontractor (including Vendors);



- 3.2.** metadata concerning the Projects, quotes and jobs for subcontractors (including Vendors), such as dates of ordered services, language combinations or place of order of service.
 - 3.3.** anonymous and non-personal data concerning the subcontractors (including Vendors) or Business Partner's Customers.
- 4.** You grant XTRF the right to introduce such data to Business Barometer algorithms, to arrange, analyze, browse such data and to copy it in order to provide you with added value in the form of the Reports presented in the Business Barometer. You acknowledge and consent that XTRF will interpret the data, including by use of analytical techniques, the purpose of which is to generate information about data, such as patterns, trends, correlations, inferences, insights and attributes. You acknowledge and consent that XTRF will use automated analytical techniques for analyzing text and data in digital form in order to generate the above information.
- 5.** You consent that on the basis of the above operations, XTRF may apart from presenting you Reports:
 - 5.1.** inform you about disturbing trends with Business Partner's Customers;
 - 5.2.** direct XTRF customer success managers to actively propose to you other Services and solutions of XTRF better tailored to your needs resulting from the operation of the Business Barometer;
 - 5.3.** use data aggregated and analytics resulting from the operations of the Business Barometer in order to upgrade its Services to better suit it to needs of Business Partners and other Users;
 - 5.4.** publish publicly on its Website or otherwise results of the analytics, provided such publications will not concern individual Business Partners, will remain at all times anonymous, and will only present aggregated statistical information sourced from the use of Services of XTRF by XTRF community of Business Partners; such right of XTRF is worldwide and unlimited in time and also allows XTRF to copy the above results of analytics for the purpose of publication.
- 6.** Within the above limits you acknowledge that you shall not make towards XTRF any claims concerning access to data and its use.



V. SUPPORT AND COMPLAINTS

1. Any feedback may be reported by the regular helpdesk channel but is excluded from the SLA related to TMS Service.

VI. DISCONTINUATION AND SUSPENSION OF SERVICE

1. XTRF may discontinue the Service at its sole discretion as long as it is provided free of charge. In case of planned discontinuation of the Service, XTRF will inform all Users with 7 Business Days prior notice.
2. For technical reasons, in particular related to maintenance or modifications, XTRF may temporarily suspend all or part of the Service. All Users will be notified about this situation with minimum 24-hours notice, if possible.
3. This Service is available only with the TMS Service up and running. Any termination or suspension of your access to the TMS Service will also result in lack of access to the Business Barometer.