

## SAIDOT TERMS OF SERVICE

Last modified: August 10, 2021

Acceptance of these Saidot Terms of Service (“**Terms of Service**”) constitutes a binding agreement by and between Saidot Ltd (“**Saidot**”) and the entity or person placing an order for or accessing any Services (“**Customer**” or “**you**”).

If you are accessing or using Services on behalf of your company, you represent that you are authorized to accept these Terms of Service on behalf of your company, and all references to "you" or "Customer" reference your company.

**BY INDICATING YOUR ACCEPTANCE OF THESE TERMS OF SERVICE OR ACCESSING OR USING ANY SERVICES, YOU ARE AGREEING TO BE BOUND BY ALL TERMS, CONDITIONS, AND NOTICES CONTAINED OR REFERENCED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS OF SERVICE, PLEASE DO NOT USE ANY SERVICES. FOR CLARITY, EACH PARTY EXPRESSLY AGREES THAT THESE TERMS OF SERVICE ARE LEGALLY BINDING UPON IT. PLEASE READ THEM CAREFULLY.**

### 1. ACCEPTANCE OF TERMS

1.1 The services provided by Saidot to Customer through the Saidot platform available at [app.saidot.ai](http://app.saidot.ai) (“**Services**”) are subject to these Terms of Service.

1.2 These Terms of Service set forth the terms and conditions that apply to use of Services by Customer and delivery of Services by Saidot to Customer. The right to access or use Services (i) is subject to acceptance of these Terms of Service by Customer, (ii) is specific to Customer, and (iii) is not transferable to any other person or entity.

### 2. CHANGED TERMS

2.1 From time to time, Saidot may change or modify these Terms of Service or any part thereof, including, but not limited to, imposing new conditions and additional fees or charges for use. Unless otherwise specified by Saidot, changes become effective for Customer upon renewal of Customer's current Subscription Term or entry into a new Order Form. Saidot will use reasonable efforts to notify Customer of the changes through communications via Customer's account, email or other means. Customer may be required to click to accept or otherwise agree to the modified Terms of Service before continuing to use Services and in any event, continued use of Services after the updated version of these Terms of Service go into effect will constitute Customer's acceptance of such updated version. If Saidot makes material and substantial modifications to these Terms of Service, and specifies that such changes to the Terms of Service will take effect prior to Customer's next Subscription Term and Customer objects to such changes, Customer may terminate the applicable Subscription Term and receive as its sole remedy a refund of any fees Customer has pre-paid for use of the applicable Services for the terminated portion of the next Subscription Term. For the avoidance of doubt, if Customer wishes to terminate the subscription defined in Section 4 and thus the use of Service within ongoing Subscription Term, Customer shall not be eligible for refund for such terminated, remaining part of terminated Subscription Term.

2.2 The most current version of the Terms of Service can be viewed by clicking on the "Terms of Service" link located at the bottom of our Web pages/Saidot platform available at [www.saidot.ai](http://www.saidot.ai).

### 3. DESCRIPTION OF SERVICES

3.1 Services comprise resources, tools and materials that are designed to enable Customer to develop and deploy responsible artificial intelligence products (“AI”) by applying governance, transparency and accountability practices to the process of development, deploy and use of AI products.

3.2 Services may include, for example, metadata models, forms, templates, user guides, questionnaires, application programming interfaces (APIs), reports, designs, and algorithms/use of algorithms. Any updates, enhancements, new features, and/or the addition of any new Web properties to Services are subject to these Terms of Service.

3.3 If Saidot makes any APIs available to Customer as part of Services, Saidot reserves the right to place limits on access to such APIs (e.g., limits on numbers of calls or requests). Further, Saidot may monitor Customer's specific usage of such APIs and limit the number of calls or requests Customer may make if Saidot believes that Customer's usage is in breach of these Terms of Service or may negatively affect Services (or otherwise impose liability on Saidot).

3.4 Saidot shall have the right at any time to change or discontinue any aspect or feature of Services, including, but not limited to, content, availability, and equipment needed for access or use.

3.5 Customer shall be responsible for obtaining and maintaining all hardware, software and other equipment needed for access to and use of Services and all charges related thereto.

### 4. USE OF SERVICES AND SUBSCRIPTIONS

4.1 Access and use of Services requires that Customer acquires one or more of the following subscriptions to the Services:

**“Enterprise Subscription”** includes a service subscription to a full enterprise grade service to manage AI products. It allows high volume of users, registered products and related metadata as further specified in Saidot’s platform.

**“Free Trial Subscription”** is a limited trial service to manage AI products and related metadata as further specified in Saidot’s platform. The amount of users, platform features and registered products per organisation (account) is limited.

4.2 Subject to all of the terms and conditions of these Terms of Service, Saidot grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive service agreement during any applicable Subscription Term to access and utilize Services as further specified in service agreements.

4.3 Customer acknowledges that it is obtaining only a limited right to Services and that irrespective of any possible use of the words "purchase", "sale" or like terms in any documentation or material related to Services, no ownership rights to Services or any part

thereof are being conveyed to Customer. Customer agrees that Saidot or its suppliers retain all right, title and interest (including all patent, copyright, trademark, trade secret and other intellectual property rights) in and to Services and any and all related and underlying technology and documentation as well as any modifications or improvements of any of the foregoing (collectively, "**Saidot Technology**"). Except as expressly set forth in these Terms of Service, no rights in any Saidot Technology are granted to Customer. Customer acknowledges that Services are offered as an on-line, hosted solution, and that Customer has no right to obtain a copy of any of Services.

4.4 Customer may utilize Services to create Customer specific, so-called custom templates ("**Custom Metadata Models**"), based on so-called standard templates offered by Saidot as part of Services ("**Standard Metadata Models**"). Custom Metadata Models shall be considered derivative works of Services (collectively, "**Derivative Works**"). Customer hereby grants Saidot, a royalty-free, perpetual, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate and distribute such Derivative Works (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or hereafter developed for the full term of any copyright that may exist in such material, provided, however, that the rights granted by Customer hereby do not extend to use of Customer's name, trademark, or other proprietary information of Customer. Customer confirms that Saidot has the right to make such Derivative Works available to the public. Customer guarantees that Saidot is allowed to use Derivative Works without the names of their authors' and/or right holders, including Customer's name.

4.5 Customer shall use Services for lawful and ethical purposes only.

4.6 Customer agrees to comply with the current technical documentation applicable to Services (including the applicable developer guides) as delivered to Customer by Saidot, and updated from time to time.

4.7 Customer will not (and will not permit any third party to): (a) rent, lease, provide access to or sublicense Services to a third party; (b) use Services to provide, or incorporate Services into, any product or service provided to a third party; (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code or non-public APIs to Services, except to the extent expressly permitted by applicable law (and then only upon advance notice to Saidot); or (d) copy or modify Services or any related material, except to the extent expressly permitted by these Terms of Service.

## **5. ACCOUNTS, PASSWORDS, AND SECURITY**

5.1 In order to gain access to and use Services, Customer must complete a registration process by providing Saidot with current, complete and accurate information in the applicable order form ("**Order Form**").

5.2 Customer may access and use Services solely for its own benefit and in accordance with the terms and conditions of these Terms of Service and any use restrictions designated in the applicable Order Form. If Customer is given API keys or passwords to access Services, Customer will require that all users under its accounts ("**Permitted User(s)**") keep API keys, user ID and password information strictly confidential and not share such information with any unauthorized person. User IDs are granted to individual, named persons and may not be shared.

5.3 Customer will be responsible for any and all actions taken using Customer's accounts and passwords. If any Permitted User who has access to a user ID of Customer is no longer an employee or personnel of Customer, then Customer will immediately delete such user ID and otherwise terminate such Permitted User's access to Services. Customer agrees to notify Saidot immediately of any unauthorized use of Customer's account or any other breach of security.

5.4 Saidot agrees to use commercially reasonable technical and organizational measures designed to prevent unauthorized access, use, alteration or disclosure of any Services or customer data stored on the Saidot platform. However, Saidot will have no responsibility for errors in transmission, unauthorized third-party access or other causes beyond Saidot's control.

## **6. SUBSCRIPTION TERM AND RENEWALS**

6.1 Services are provided on a subscription basis for a set term designated on the Order Form (each, a "**Subscription Term**").

6.2 Unless otherwise specified on the applicable Order Form, each Subscription Term will automatically renew for additional six-month periods unless either party gives the other written notice of termination at least thirty (30) days prior to expiration of the then-current Subscription Term.

## **7. FEES AND PAYMENT**

7.1 The prices for the Services and subscriptions shall be agreed between Saidot and the Customer separately by using Order Form or otherwise in writing.

7.2 Saidot will post on Customer's account/prepare and send to Customer, at the then-current contact information filled in Customer's account, the invoice for any fees payable/paid by Customer.

7.3 If Customer believes that Saidot has charged Customer incorrectly, Customer must contact Saidot no later than thirty (30) days after having been charged by Saidot. In the event of a dispute, Customer will pay any disputed amounts in accordance with the applicable payment terms, and the parties will discuss the disputed amounts in good faith in order to resolve the dispute, subject to Section 12.2.

7.4 If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies (including but not limited to any termination rights set forth herein), Saidot reserves the right to suspend Customer's access to the applicable Services without liability to Customer until such amounts are paid in full. Saidot also reserves the right to suspend Customer's access to Services without liability to Customer if Customer's use of Services is in violation of these Terms of Service.

## **8. LIMITED WARRANTY, WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY**

8.1 Saidot warrants, for Customer's benefit only, that Services will operate in substantial conformity with these Terms of Service. Saidot's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty will be, at no charge to Customer, for Saidot to use commercially reasonable efforts to correct the reported non-conformity, or if Saidot determines such remedy to be impracticable, either party may terminate the applicable Subscription Term

and Customer will receive as its sole remedy a refund of any fees Customer has pre-paid for use of such Services for the terminated portion of the applicable Subscription Term. The warranty set forth in this Section 8.1 will not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which Customer first noticed the non-conformity, (ii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services.

8.2 EXCEPT FOR THE LIMITED WARRANTY IN SECTION 8.1, SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTIES OF ANY KIND WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PURPOSE, TITLE AND NON-INFRINGEMENT, OTHER THAN THOSE WARRANTIES WHICH ARE IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION OR MODIFICATION UNDER THE LAWS APPLICABLE TO THESE TERMS OF SERVICE. SAIDOT SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS, THIRD-PARTY PLATFORMS OR OTHER SYSTEMS OUTSIDE THE REASONABLE CONTROL OF SAIDOT.

8.3 CUSTOMER EXPRESSLY AGREES THAT USE OF SERVICES IS AT CUSTOMER'S SOLE RISK. NEITHER SAIDOT, ITS AFFILIATES NOR ANY OF THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS WARRANT THAT ACCESS TO SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DO THEY MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF SERVICES, OR AS TO THE ACCURACY, RELIABILITY OR CONTENT OF ANY INFORMATION OR MATERIALS PROVIDED AS PART THEREOF. FURTHER, SAIDOT DOES NOT WARRANT THAT IT WILL REVIEW ANY CUSTOMER'S DATA STORED ON THE SAIDOT PLATFORM FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN ANY CUSTOMER'S DATA WITHOUT LOSS OR CORRUPTION.

8.4 IN NO EVENT SHALL SAIDOT, OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING SERVICES, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR ABOUT THE USE OF OR INABILITY TO USE ANY SERVICES, OR USE OR PERFORMANCE OF INFORMATION AVAILABLE THROUGH OR FROM SERVICES.

8.5 THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION.

8.6 SAIDOT'S AND ITS SUPPLIERS' ENTIRE LIABILITY TO CUSTOMER ARISING OUT OF OR RELATED TO SERVICES SHALL NOT EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER TO SAIDOT DURING THE PRECEDING SIX (6) MONTH PERIOD.

8.7 NOTWITHSTANDING THE FOREGOING, THE USE OF FREE TRIAL SUBSCRIPTION SHALL BE AT THE SOLE RESPONSIBILITY OF CUSTOMER AND SAIDOT GIVES NO

WARRANTIES OR ACCEPTS LIABILITY ON THE AVAILABILITY, PERFORMANCE OR USE OF SERVICES UNDER THE FREE SUBSCRIPTION TOWARDS CUSTOMER OR ANY THIRD PARTY.

## **9. PRIVACY**

9.1 For information on the collection and processing of personal data as part of Saidot service, please refer to Saidot's [Privacy Policy](#).

## **10. INDEMNIFICATION**

10.1 Customer agrees to defend, indemnify and hold harmless Saidot, its affiliates and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of a breach or alleged breach by Customer of these Terms of Service.

## **11. TERM AND TERMINATION**

11.1 These Terms of Service are effective as of the start date of any applicable Subscription Term and expire on the date of expiration or termination of all Subscription Terms.

11.2 Either party may terminate Services (including all related Order Forms) if the other party (a) fails to cure any material breach of these Terms of Service (including a failure to pay fees) within thirty (30) days after written notice; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against that party (and not dismissed within sixty (60) days thereafter).

11.3 Upon any expiration or termination of Services, Customer will immediately cease any and all use of and access to all Services (including any and all related Saidot Technology) and delete (or, at Saidot's request, return) any and all copies of material delivered to Customer as part of Services. Provided that termination was not due to Customer's breach, Customer may retain and use solely for its own benefit information, such as metadata of Customer's registered systems, exported from Services prior to termination. Customer acknowledges that following termination it will have no further access to any customer data stored on the Saidot platform, and that Saidot may delete any such data as may have been stored by Customer on the Saidot platform at any time. Except where an exclusive remedy is specified, the exercise of either party of any remedy under these Terms of Service, including termination, will be without prejudice to any other remedies it may have under these Terms of Service, by law or otherwise.

11.4 The following Sections (including any Subsections thereof) of these Terms of Service will survive, as applicable, any expiration or termination of this agreement: 4. (Use of Services), 7. (Fees and Payment), 8. ([Limited Warranty, ]Warranty Disclaimer and Limitation of Liability), 10. (Indemnification), 11. (Term and Termination), 12. (Applicable Law and Dispute Resolution), and 13. (Miscellaneous).

## **12. APPLICABLE LAW AND DISPUTE RESOLUTION**

12.1 These Terms of Service shall be construed and interpreted in accordance with the laws of Finland, without regard to its conflict of laws rules.

12.2 In the event of any dispute, claim, question, or disagreement arising from or relating to these Terms of Service, whether arising in contract, tort or otherwise, (“**Dispute**”), the parties shall first use their best efforts to resolve the Dispute. If a Dispute arises, the complaining party shall provide written notice to the other party in a document specifically titled "Initial Notice of Dispute," specifically setting forth the precise nature of the dispute (“**Initial Notice of Dispute**”).

If an Initial Notice of Dispute is being sent to Saidot it must be emailed to [legal@saidot.ai](mailto:legal@saidot.ai) and sent via mail to:

Attn: Legal Department  
Saidot Ltd (Saidot Oy)  
Innovation Home Finland  
Tekniikantie 2  
02150 Espoo, Finland

Following receipt of the Initial Notice of Dispute, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution of the Dispute that is satisfactory to both parties. If the parties are unable to reach a resolution of the Dispute through the above described process within thirty (30) days of the receipt of the Initial Notice of Dispute, then the Dispute shall subsequently be subject to the exclusive jurisdiction of the District Court of Espoo, Finland.

### **13. MISCELLANEOUS**

13.1 **Force Majeure.** Neither party will be responsible for any failure or delay in performance due to circumstances beyond its reasonable control, including, without limitation, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, accidents, service outages resulting from equipment and/or software failure and/or telecommunications failures, power failures, network failures, failures of third party service providers (including providers of internet services and telecommunications).

13.2 **Waivers.** No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

13.3 **Headings.** The section headings used herein are for convenience only and shall not affect the interpretation or construction of these Terms of Service.

13.4 **Disclosure.** Saidot reserves the right to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental request.

13.5 **Assignment.** These Terms of Service will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign this agreement without the advance written consent of the other party, except that either party may assign this agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of such party's assets or voting securities. Any attempt to transfer or assign this agreement except as expressly authorized under this Section 13.5 will be null and void.

**13.6 Severability.** If any provision of these Terms of Service will be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that these Terms of Service will otherwise remain in effect.

**13.7 Notices.** Any notice or communication required or permitted under these Terms of Service will be in writing to the parties at the addresses set forth on the Order Form or at such other address as may be given in writing by either party to the other in accordance with this Section and will be deemed to have been received by the addressee (i) if given by hand, immediately upon receipt; (ii) if given by overnight courier service, the first business day following dispatch or (iii) if given by registered or certified mail, postage prepaid and return receipt requested, the third business day after such notice is deposited in the mail.