

# TAUS TERMS OF USE

By ordering or subscribing to any TAUS product(s) or service(s), Customer agrees to the following terms (the "Agreement"): Agreement is made and entered into between TAUS B.V. ("TAUS") and "Customer", as provided herein below (each a "Party", together the "Parties"). This Agreement, including any exhibits and order forms issued hereunder (the "Agreement"), sets forth the terms and conditions pursuant to which Customer is permitted to use TAUS Language Data (defined below) and receive Data Services (defined below) from TAUS.

## 1. Definitions and rules of construction

For the purposes of this Agreement, the following words and phrases shall have the meanings and definitions set forth below:

"Affiliate" means an entity (i) which is directly or indirectly controlling such a Party; (ii) which is under the same direct or indirect ownership or control as such Party; or (iii) which is directly or indirectly owned or controlled by such Party. For the purposes of these Conditions, an entity shall be treated as being controlled by another if that other entity; (i) has fifty percent (50%) or more of the votes in such entity; or (ii) is able to direct its affairs and/or to control the composition of its board of directors or equivalent body;

"Buyer" means the User in its capacity of downloader/user of the Language Data and Data Services;

"Customer" means the company that agrees to these Terms of Use and Affiliates of that company or entity (for so long as they remain Affiliates);

"Customer Data" means electronic data and information, including but not limited to documents, messages, graphics, images, files, data and other information submitted by or for the Customer in support the performance of the Data Services;

"Database" means a collection of Language Data, systematically selected, maintained and updated by TAUS with its taxonomy of domain and private index categories;

"Data Services" means the services produced by TAUS through its Human Language Project community and platform.

"Deliverables" means the works of authorship such as data, annotations and labeling that TAUS may deliver to the User as part of the Data Services and as specified in the applicable Order Form.

"Derivative Work" means a work based upon one or more preexisting works, such as Language Data, in which a work may be recast, transformed or adapted. A work consisting of editorial revisions, annotations, elaborations or other modifications, which as a whole represent an original work of authorship, is a derivative work. Non-material modifications to a preexisting work do not constitute a derivative work;

"HLP Worker" means a Human Language Project worker, an individual who chooses to perform certain paid services (Tasks) for TAUS.

"Intellectual Property Rights" means the copyrights and the sui generis database rights of the Data Provider with respect to the Language Data, including any licensed copyrights and sui generis database rights but excluding any copyrights, sui generis database and patent rights to the Database;

"Language Data" means all data consisting of a source side of the translation, and the matching target side, which has the same meaning as the source side in a different language and associated metadata, indicating the language pair and other pertinent information about this source/target pair;

"Order Form" means an online ordering document used by the User to provide specifications of Data Services to be provided by TAUS to the User.

"Parties" means TAUS and Customer;

"PII" or Personally Identifiable Information" means any information relating to an identified or identifiable natural person;

"Proprietary Information" means all information, not disclosed to the public, concerning the business of the Seller and including, but not limited in form to samples, recipes, prototypes, technical reports, manufacturing instructions, drawings and formulas;

"Seller" means the User in its capacity of the uploader of Language Data;

"Task" means a TAUS job or jobs within the Data Services sharing a singular set of instructions. Tasks may include but are not limited to annotating, cleaning, collecting, creating, labeling data;

"User" means employees of Customer and its Affiliates and their representatives, consultants, contractors, subcontractors or agents who are authorized to buy and use the Language Data and Data Services and have supplied unique user identifications and passwords by Customers;

## 2. Use of the Language Data

**2.1** In consideration of the payment of the charges referred to in Article 2.4 below, and subject to Articles 2.2 and 2.3, TAUS grants to the Customer access to the Language Data solely for one-time use of the Language Data.

**2.2** Access to the Database and the Language Data includes the following limitative rights:

- the right to use the target side of the translation units into a commercial product;
- the right to make Derivative Works;
- the right to use or resell such Derivative Works commercially.

**2.3** Any other use or more extensive use of the Language Data beyond the limited scope of Article 2.1 and 2.2, including but not limited to the redistribution, repackaging or relicensing of the Language Data in any form or subset, is not allowed.

**2.4** Charges for access to the Language Data will be set out in the AWS Marketplace.

## 3. Use of Data Services

**3.1** TAUS will provide Data Services to the Customer as described in an applicable Order Form. Data Services may be performed by TAUS or by HLP Workers.

**3.2** HLP Workers are TAUS independent contractors and not employees, agents, joint ventures or partners of Customer. This Agreement constitutes a contract for the provision of Data Services and not a contract of employment and accordingly TAUS shall be fully responsible for all payments (including associated tax or deductions required under applicable law) to the HLP Workers in consideration of the Tasks provided.

**3.3** Charges for Data Services will be based on the Order Form provided by the User and agreed between the Parties. User agrees to review the Deliverables that are subject to User's acceptance within five business days of receipt and notify TAUS in writing of any requested revisions. Deliverables will be deemed accepted if TAUS does not receive such written notice within the applicable review period or if Customer makes productive use of the Deliverables. Any notice of requested revisions to the Deliverables will state in reasonable detail the reasons for the requested revisions. TAUS will make revisions consistent with the scope and in accordance with the other terms of the Order Form. Deliverables that are updated periodically with current information (such as status reports, project plans, and other similar or administrative information) do not require formal acceptance.

**3.4** After acceptance of the Data Services Customer is not entitled to remedies based on non-conformity of the Deliverable.

**3.5** In order to change the description of the Deliverables set forth in the Order Form, User will submit a written request to TAUS specifying the proposed changes in detail and TAUS will provide an estimate of the charges and anticipated changes in the delivery schedule that will result from the requested change in the Data Services. TAUS will continue performing the Data Services in accordance with the applicable Order Form until the Parties agree in writing on the change in scope of work, scheduling, and fees.

## **4. Proprietary Rights**

**4.1 TAUS Copyright on Language Data.** TAUS owns the copyright to the Language Data or has obtained the rights to grant access to Language Data on a royalty-basis from Sellers of Language Data in the [TAUS Data Marketplace](#).

**4.2 TAUS Intellectual Property Rights.** All rights, title, and interest in and to all intellectual property rights in the Data Services (including all derivatives, modifications, tools, improvements and enhancements thereof) are and shall be owned exclusively by TAUS notwithstanding any other provision in this Agreement or Order Form. TAUS retains ownership of the copyright in any of TAUS' works that pre-exist or were developed outside the Data Services or an Order Form and any modifications or enhancements of such works that may be made under an Order Form. To the extent such works are embedded in any Deliverables, such works are licensed in accordance with their separate license provided to Customer, if any, or otherwise as Type II Deliverables. The TAUS name, logo and product names associated with the Data Services are trademarks of TAUS, and no right or license is granted to use them. Each Party shall reproduce the copyright notice and any other legend of ownership on any copies made under the licenses granted in this section. All rights not expressly granted to Customer are reserved by TAUS.

**4.3 Customer's Intellectual Property Right.** As between Customer and TAUS, Customer shall retain all right, title and interest in and to all Customer Data. For clarity, Customer Data does not include non-identifiable aggregate data compiled by TAUS.

**4.4 Rights to Deliverables.** Deliverables will be specified in the applicable Order Form as "Type 1 Deliverables", "Type 2 Deliverables", or otherwise as both parties agree. If not specified, Deliverables will be considered Type 2 Deliverables.

**4.5 Rights to Type 1 Deliverables.** Customer will own the copyright in Deliverables created as part of an Order Form that are identified as "Type 1 Deliverables", and they will each constitute a "work made for hire" to the extent possible under US copyright law. If any

such Type 1 Deliverables are not works made for hire under applicable law, TAUS assigns the ownership of copyrights in Type 1 Deliverables to the Customer. The Customer grants TAUS an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, publicly display, sublicense, distribute, and prepare derivative works based on Type 1 Deliverables.

**4.6 Rights to Type 2 Deliverables.** TAUS will own the copyright in Deliverables created as part of an Order Form that are identified as “Type 2 Deliverables”. TAUS grants the Customer an irrevocable, nonexclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute (within Customer’s enterprise only), copies of Type 2 Deliverables.

**4.7 Rights to Customer Data.** Customer hereby grants to TAUS a worldwide, royalty-free, fully-paid, non-exclusive, non-transferable sublicensable right to use, reproduce, electronically distribute, publicly display, create derivative works of and publicly perform the Customer Data solely for purposes of providing the Data Services hereunder and any other activities expressly agreed by Customer. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership of and right to use all Customer Data, and hereby represents and warrants that it owns sufficient right, title and interest in and to the Customer Data necessary to allow TAUS to use all such data as contemplated by this Agreement. TAUS will not be liable for any failure to perform or provide Data Services that is caused by Customer’s delay in, or failure to provide Customer Data.

**4.8 Rights to Type 1 Deliverables Derivative work.** Customer hereby grants TAUS a worldwide, royalty free, fully-paid, irrevocable, non-exclusive license to use, execute, reproduce, display, perform, sublicense, distribute, and prepare derivative works based on Type I Deliverables.

**4.9 Residuals.** Notwithstanding anything else to the contrary, but without waiver of a Party’s patent rights, each Party is free to use in its business activities the ideas, concepts, and knowhow that are developed or provided by either Party (orally or in writing) in the performance of the Data Services.

**4.10 Feedback.** If Customer provides any feedback to TAUS concerning the functionality and performance of the Data Services (including identifying potential errors and improvements), Customer hereby assigns to TAUS all right, title, and interest in and to the feedback, and TAUS is free to use the feedback without payment or restriction.

## **5. Term and Termination**

5.1 **Term.** The Agreement commences on the Effective Date (date of first order) and continues until all Order Forms subject to this Agreement have expired or terminated, unless this Agreement is earlier terminated in accordance with this Section 7.

5.2 **Fees due on Termination.** In no event will termination of any order relieve Customer of its obligation to pay any fees payable to TAUS. Customer shall pay TAUS 100% of the remaining balance of any products or services ordered.

5.3 **Surviving Provisions.** The sections titled "Proprietary Rights, "Use of the Data Services", "Proprietary Rights" and "Use of the Language Data," will survive any termination or expiration of this Agreement.

## **6. Liability for Language Data, Data Services or Deliverables**

6.1 Language Data, Data Services or Deliverables are provided "as is" without warranty of any kind, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose and non-infringement. In no event shall TAUS vis-à-vis Customer be liable for any claim, damages or other liability, whether in an action of contract, tort or otherwise, arising from, out, or in connection with the use of the Language Data, Data Services or Deliverables .

6.2 TAUS shall not be liable for any damage, loss, demand, liability, claim, cost or expense (including litigation costs and attorney's fees) of whatever kind, caused by or resulting from the use of the Language Data, Data Services or Deliverables .

6.3 This Article does not limit TAUS' liability for direct damages caused by gross negligence or willful intent by TAUS or its executive management.

6.4 TAUS will, upon notification, undertake all steps necessary to cease any apparent unlawful situation, rectify any unjust or incorrect expression or do all reasonably required to prevent any breach of mandatory applicable laws otherwise.

## **7. Warranty and Disclaimer for Data Services**

7.1 **Mutual Warranties.** Each Party warrants that (a) it is a corporation, partnership or limited liability company, as applicable, duly organized, validly existing and in good standing under the laws of the state in which it is incorporated; (b) it has all requisite power and authority to execute this Agreement and to perform its obligations hereunder; and (c) the

execution, delivery and performance of this Agreement has been duly authorized and this Agreement is a valid and binding agreement enforceable in accordance with its terms.

**7.2 TAUS Warranties.** TAUS warrants that TAUS will not materially decrease the overall functionality of the Data Services. TAUS warrants that Data Services shall be performed in a manner consistent with generally accepted industry standards. Customer must report in writing any breach of the warranty contained in this section to TAUS during the relevant warranty period, and Customer's exclusive remedy and TAUS' entire liability for any breach of such warranty shall be the re-performance of the Data Services, or if TAUS is unable to perform the Data Services as warranted, Customer shall be entitled to recover the fees paid for the nonconforming Data Services.

**7.3 EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TAUS MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY.** TAUS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND NON-INFRINGEMENT. TAUS DOES NOT WARRANT THAT (i) THE SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED, OR (ii) INFORMATION PROVIDED THROUGH THE SERVICE WILL ALWAYS BE AVAILABLE. TAUS EXERCISES NO CONTROL OVER ANY CONTRIBUTOR AND EXPRESSLY DISCLAIMS LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF CUSTOMER'S USE OF THE SERVICES

## 8. Indemnification Obligations

**8.1 Customer Indemnification.** TAUS will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Data Services infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by TAUS in writing of, a Claim Against Customer, provided Customer (a) promptly gives TAUS written notice of the Claim Against Customer, (b) gives TAUS sole control of the defense and settlement of the Claim Against Customer (except that TAUS may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives TAUS all reasonable assistance, at TAUS' expense.

**8.2 TAUS Indemnification.** Customer shall defend TAUS and its Affiliates against any claim, demand, suit or proceeding made or brought against TAUS by a third party alleging (a) that any Customer Data or Customer's use of Customer Data with the Data Services,

infringes or misappropriates such third party's intellectual property rights, or arising from Customer's use of the Data Services or Language Data in an unlawful manner or in violation of the Agreement or Order Form and will indemnify TAUS from any damages, attorney fees and costs finally awarded against TAUS as a result of, or for any amounts paid by TAUS under a settlement approved by Customer in writing of, a Claim Against TAUS, provided TAUS (a) promptly gives Customer written notice of the Claim Against TAUS, (b) gives Customer sole control of the defense and settlement of the Claim Against TAUS (except that Customer may not settle any Claim Against TAUS unless it unconditionally releases TAUS of all liability), and (c) gives Customer all reasonable assistance, at Customer's expense.

## 9. Confidentiality

**9.1 Confidential Information.** For purposes hereunder, confidential information ("Confidential Information") shall mean all information disclosed by a Party to the other Party, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of TAUS includes the Data Services and Language Data, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each Party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such Party. As between the Parties, each Party retains all ownership rights in and to its Confidential Information. Each Party may be given access to the Confidential Information of the other Party in order to perform its obligations under this Agreement. Each Party shall hold the other Party's Confidential Information in confidence using the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) and shall (a) use such Confidential Information solely for intended purposes under this Agreement and (b) limit access to Confidential Information of the other Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the receiving Party containing protections not materially less protective of the Confidential Information than those herein. Within the above limitations, TAUS may use Customer's Confidential Information for development, diagnostic and corrective purposes.

**9.2. Exception.** The foregoing obligations do not apply to information that (a) was rightfully in the possession of, or was known by, the receiving Party prior to its receipt from the disclosing Party; (b) is or becomes generally known to the public without violation of

this Agreement; (c) is obtained by the receiving Party from a third-party, without an obligation to keep such information confidential; or (d) is independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party. In the event the receiving Party is required to disclose Confidential Information pursuant to a judicial or governmental order, or valid subpoena, and if such order or subpoena allows, such Party will promptly notify the other Party in writing. Nothing herein shall be deemed to restrict the disclosing Party's use of its own Confidential Information. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the Parties in connection with the evaluation of additional TAUS services.

**9.3. Use of Aggregate Data.** Customer agrees that TAUS may collect, use and disclose quantitative data derived from the use of the Data Service for industry analysis, benchmarking, analytics, marketing, and other business purposes. All data collected, used, and disclosed will be in aggregate form only and will not identify Customer or its Users.

## 10. Miscellaneous

10.1 Dutch law shall govern these terms and conditions. All matters arising out of or relating to these Conditions shall be irrevocably submitted to the exclusive jurisdiction of the courts of Amsterdam, the Netherlands.

10.2 Parties agree to exclude the applicability of articles 6:227b and 6:227c of the Dutch Civil Code, *inter alia*, the duty to provide specific information on e-contracting.

10.3 TAUS may amend this Agreement. Any such amendments will be notified to the Customer beforehand. Any continued use of the Data Services and Language Data by Customer will subsequently constitute acceptance of this Agreement (as amended).

10.4 This Agreement and any legal relationship between the Parties which is governed by this Agreement cannot be assigned by a Party, without the other Party's prior written consent, such consent not to be unreasonably withheld.

10.5 In the event that one or more provisions of these Conditions should be determined to be null and void or non-binding by an arbitral tribunal or court having competent jurisdiction, the other provisions of this Agreement will continue to be effective. In such case, the Parties are obliged to replace the non-binding provisions with other provisions that are binding, in such a way that the intended economic result of the new provisions differs as little as possible from the intended economic result of the original provisions, taking into account the object and the purpose of this Agreement. If a part or parts of this Agreement rendered

void, invalid or unenforceable substantially impair the value of the whole Agreement to any Party, such Party may cancel and terminate the Agreement by giving written notice to the other Party.