



TERMS & CONDITIONS OF USE (TCU) FOR VECSYS SOFTWARE

VECSYS MediaSpeech® Software as a Service

PLEASE READ THESE **TERMS & CONDITIONS OF USE (TCU)** CAREFULLY.

BY ACCESSING OR USING THE SOFTWARE SERVICE CONDITIONNED BY THIS TCU (SOFTWARE), YOU AGREE TO BE BOUND BY THE TERMS OF THIS TCU. IF YOU DO NOT AGREE, DO NOT ACCESS OR USE THE SOFTWARE. YOU MAY CANCEL YOUR SERVICE ACCESS AND APPLY FOR A FULL REFUND IF APPLICABLE.

1. **GENERAL:** This Terms and conditions of use agreement ("TCU") is a legal agreement between you (either an individual or a single entity) and VECSYS SA (VECSYS). This TCU governs the Software which includes computer software in object code form (including online and electronic documentation) and any associated media and printed materials. An amendment, addendum, or exhibits to this TCU may accompany the Software. This TCU applies to updates, supplements and add-on components of the Software that VECSYS may provide or make available to you unless VECSYS provides other terms with the update, supplement and add-on component. This TCU also governs any product support services relating to the Software except as may be included in another agreement between you and VECSYS.

2. GRANT OF ACCESS

VECSYS grants you the following non-exclusive, non-transferable (unless as described under Section 13 "Software Transfer") rights provided that you comply with all terms and conditions of this TCU:

2.1 **Software Access.** You may access and use the Software and add-on components from one user account related to one identified user, unless otherwise agreed in another agreement between you and VECSYS. Your access is limited in terms of duration, computing power, priority, and/or a maximum number of concurrent accesses, and/or a maximum daily audio volume, as defined in commercial proposal and service associated information. 2.2 **License Grant for Documentation.** The documentation that accompanies the Software is licensed for internal, non-commercial reference purposes only.

By accepting this Software TCU, you agree to exclude any type of use not expressly authorized, including copy, translation of the Software, adaptation, creation of derivative programs, change or arrangement, in whole or in part, without prior written permission from VECSYS. Any use other than that provided for under this TCU requires a specific license with an additional fee.

3. **OWNERSHIP AND RESERVATION OF RIGHTS.** VECSYS reserves all rights not expressly granted to you in this TCU. The Software is protected by copyright and other intellectual property laws and treaties. VECSYS or its suppliers own the title, copyright, and other intellectual property rights in the Software. The Software is licensed, not sold. This TCU does not grant you any rights to trademarks, service marks or logos of VECSYS.

4. **LIMITATIONS ON COPY, REVERSE ENGINEERING, DECOMPIATION, AND DISASSEMBLY.** You may not copy, reverse engineer, decompile, or disassemble the Software, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation

5. **NO SIMILAR SOFTWARE DEVELOPMENT.** You may not use all or any part of the Software to develop another software with functionality similar to a functionality of the Software. You may not use the transcriptions results to develop or improve any kind of speech recognition software (including speech-to-text, keyword spotting, phonetic indexing and voice command), you may not provide the transcription to any person that may use it to develop or improve any kind of speech recognition software (including speech-to-text, keyword spotting, phonetic indexing and voice command).

6. NO RENTAL/COMMERCIAL HOSTING. You may not rent, lease, lend or provide commercial hosting services with the Software by uploading or distributing it, in any form or by any means, including the Internet and Mobile applications. If the service is provided for "free use", you must specify on any documentation or publication that you are using a MediaSpeech product and you must advise VECSYS if in any manner you are making profits with VECSYS service.

7. CONSENT TO USE OF DATA. You agree that VECSYS and its affiliates may collect and use technical information gathered as part of the product support services provided to you, if any, related to the Software. VECSYS may use this information solely to improve VECSYS products or to provide customized services or technologies to you and will not disclose this information in a form that personally identifies you.

8. MAINTENANCE.

Scheduled Maintenance

To ensure optimal performance and security of the Services; VECSYS will routinely perform maintenance on a regularly scheduled basis. This may require specific Services to be suspended during the maintenance period. Service unavailability due to scheduled maintenance will be excluded from Your uptime calculations for availability. VECSYS will use commercially reasonable efforts to notify You in advance (at least 48 hours in advance) of any scheduled maintenance that may adversely affect Your Services. VECSYS will try to prevent from scheduled maintenances during production peak times as duly advised by You and will try to prevent from scheduling said maintenances more than once a month.

Emergency (curative) Maintenance

Under certain circumstances VECSYS may need to perform emergency (curative) maintenance, such as security patch Installation or hardware replacement. VECSYS will not be able to provide You with advanced notice in case of emergency (curative) maintenance. Service unavailability due to emergency maintenance will be excluded from the uptime calculations except in the case where the emergency maintenance preventing You from using the Service at all and for which no remedy or solution is proposed by VECSYS. Such unavailability should remain exceptional as far as possible for VECSYS and should not affect usual production as least as possible.

9. INTELLECTUAL PROPERTY RIGHTS. Your own data remains your sole ownership. You warrant that you are the sole owner of these data or authorized licensee and warrant VECSYS against any related claims and damages. In addition, VECSYS can not be held responsible for a of third-party claim on the property rights of the data submitted to the MediaSpeech SaaS. In case of a third-party claims relating to a breach of its intellectual property rights against VECSYS, You shall bear all the resulting costs and be solely liable for all resulting damages and losses suffered by VECSYS.

The new data resulting from Your data processing by MediaSpeech SaaS shall be the sole ownership of VECSYS. You are entitled to an exclusive license on the said resulting data for your own internal needs and commercial exploitation. VECSYS undertakes not to sell or deliver the said new data to any of Your competitors, except in case of legal requisition.

This Agreement does not imply any transfer of VECSYS's intellectual property rights related to the Service.

You represent and warrant that You shall not use the MediaSpeech Services to: (a) submit material that is protected by copyright, patent or any other proprietary rights unless You are the owner of such material or have a license or permission from the owner of any such proprietary rights to provide the materials; or (b) upload, post, email, transmit or otherwise make available any Content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful or racially, ethnically or otherwise objectionable. You agrees that You shall indemnify, defend and hold harmless VECSYS, its Affiliates, officers, directors, employees and shareholders from and against any losses of any kind whatsoever that result from breach of this Section by You or Your Authorized Users.

10. COMPLIANCE WITH LAWS. You shall comply with all applicable laws, rules, regulations, relating in any way to Your use of the Software and ensure that Software is not accessed or used for any purposes prohibited by such laws and regulations

11. LIMITATION OF LIABILITY. VECSYS's liability under the Agreement shall be limited to the price (all taxes, such as VAT, excluded) duly paid by You to VECSYS pursuant to this Agreement until the date on which occur the damages.

In all cases, VECSYS's liability is excluded for indirect damages, intangible, consequential and non consequential damages, for financial losses, loss of profits, loss of production, loss of revenue, for uses made of the results issued from the use of the Service, for loss of image and loss of opportunity.

VECSYS's liability is excluded for events beyond MediaSpeech SaaS and VECSYS's reasonable control, including denial of service or similar attacks, mail bombs, DNS resolution, SYN attacks, maintenance needs of other installations having an impact on the Service's availability or any other force majeure event.

However, You agree not to use the results of the Service to compete with the activity of VECSYS and not to cause any damages to VECSYS's image in any way whatsoever.

VECSYS has no obligations of result of any kind pursuant to this Agreement.

12. CONFIDENTIALITY You undertake not to disclose or give to third parties your access rights and related codes to access to the Service. Your account registration, log-in access codes and data are strictly confidential and remain VECSYS's sole ownership.

13. PERSONAL DATA. You undertake not to disclose personal data to VECSYS and via MediaSpeech SaaS.

14. MISCELLANEOUS. This Agreement shall not constitute any partnership, any employment or agency relationship between VECSYS and You.

15. NO SOFTWARE ACCESS TRANSFER.

You may not transfer the Software Access in whole or in part to third parties in any form whatsoever

16. TERMINATION. Access to the Software shall cease at date agreed between VECSYS and You in commercial agreement. This TCU remains in force for the whole legal duration of the Software copyright. Without prejudice to any other rights, VECSYS may terminate this Agreement if you fail to comply with the terms and conditions of this TCU. In such event, VECSYS shall keep the sums paid by you, suspend Your access to the Software and you must (i) immediately cease using the Software (ii) destroy all copies if any of the Software and all of its component parts.

Should You disclose your access login and data to a third party, VECSYS shall be entitled to terminate without legal procedure this Agreement immediately, notwithstanding any damages that VECSYS may claim.

17. CONFIDENTIALITY. You agree not to disclose any documents or information communicated by VECSYS in the course of the performance of this TCU and you also agree to have these measures observed by your employees.

18. APPLICABLE LAW – DISPUTES. this TCU is governed by French law. In case of dispute, jurisdiction is assigned to the competent courts of Versailles (France), even in cases of multiple respondents or counter-claims.

19. FORCE MAJEURE. VECSYS shall not be held liable in case of impossibility or delay in performance of the TCU due to labor disputes, force majeure or any other event beyond its control.

20. ENTIRE AGREEMENT; SEVERABILITY. This TCU (including any addendum, amendment or exhibits to this TCU which is included with the Software) is the entire agreement between you and VECSYS relating to the Software and the support services (if any) and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Software or any other subject matter covered by this TCU. To the extent the terms of any VECSYS policies or programs for support services conflict with the terms of this TCU, the terms of this TCU shall control. If any provision of this TCU is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.