

# Drainiac.ai Terms and Conditions

## Contents

- Drainiac.ai Terms and Conditions..... 1
- Drainiac.ai Terms and Conditions Summary ..... 2
- Terms and Conditions..... 3
  - Term ..... 3
  - Provision of product ..... 3
  - Service Levels..... 3
  - System Maintenance ..... 3
  - System Availability Definition..... 3
  - Accuracy of the API reports..... 3
  - Data security and privacy ..... 3
- Termination ..... 4
  - Termination on Notice ..... 4
  - Termination for Material Breach..... 4
  - Termination for Failure to Pay ..... 4
  - Form of termination ..... 4
  - Effect of Termination..... 4
- Indemnification ..... 4
- Limitation of Liability ..... 5
- Intellectual Property..... 5
- Confidential information ..... 5
- Publicity ..... 5
- Customer’s Restrictions..... 5
- Customer’s Obligations ..... 6
- General ..... 6
  - Entire Agreement ..... 6
  - Amendment..... 6
  - Assignment ..... 6
  - Notices..... 6
  - Governing Law ..... 7
  - Severability ..... 7
  - Waiver ..... 7
  - Force Majeure ..... 7

## Drainiac.ai Terms and Conditions Summary

Licensee / User / Partner / Customer	Anyone (= person, company, entity, etc.) who/which creates a Drainiac.ai account.
Licensor / Provider	Software Entwicklung Naser (SEN) GmbH Principal place of business at Klopstockstraße 6, 80804 Munich, Germany.
Service / Product	Access to Drainiac.ai.
Purpose	Grant access to product under the terms and conditions of this agreement.
Term	Until Termination.
Costs	Costs can be adapted each month via Drainiac.ai product notification and/or email information.
Effective Date	Drainiac.ai account creation.
Product Updates	Licensee will receive access to any product updates during the Term.
Definitions	<ul style="list-style-type: none"> <li>• “Product” means the Drainiac.ai product which assists sewer system CCTV survey video analysis.</li> <li>• “Customer data” means any video/image/data provided or entered by or on behalf of the Customer to be processed or displayed using the product.</li> <li>• “Documentation” means the documentation provided by the licensor to the Customer.</li> </ul>

## Terms and Conditions

### Term

This agreement begins on the Effective Date and will continue until terminated (“Term”).

### Provision of product

During the Term of this agreement the licensor shall provide access to the product in accordance with the terms of this agreement and licensor grants to Customer a non-exclusive, non-transferable, non-assignable, non-sublicensable license to use the product for Customer’s internal business purposes.

### Service Levels

Licensor shall provide the Service to Customer with a System Availability of at least 95% during each calendar month.

### System Maintenance

Licensor may:

- take the Service offline for scheduled maintenances; and
- change its schedule of maintenances on one month written notice to Customer.

### System Availability Definition

Percentage of Minutes per Month: “System Availability” means the percentage of minutes in a month that the key components of the Service are operational.

Not Included in System Availability: “System Availability” will not include any minutes of downtime resulting from

- scheduled maintenance;
- events of force majeure or other events beyond the reasonable control of licensor;
- malicious attacks on the system;
- issues associated with Customer's computing devices, local area networks or internet service provider connections; or
- licensor’s inability to deliver services because of Customer's acts or omissions.

### Accuracy of the API reports

Licensor will provide the Drainiac.ai product for use by Customer on an “as is basis”. The parties agree and understand that the generated results are based on an automatic analysis of video/image data within the capabilities of the Drainiac.ai product. Licensor does not represent, warrant, or guarantee the accuracy of reports or report information or any other data generated by the Drainiac.ai backend and/or transmitted via the Drainiac.ai product to Customer or any of its customers. Licensor does not assume any responsibility or liability vis-à-vis Customer or its customers or their end-customers regarding the accuracy of the reports generated by the Drainiac.ai product. The parties will jointly endeavor to improve the accuracy of the product’s results. Customer shall provide regular feedback to licensor on the product's accuracy and performance.

### Data security and privacy

Customer data and any data uploaded and processed by the product during the term can be used anonymized to improve the product’s performance or any business purpose during the term and/or after termination. Customer agrees that licensor will have the right to generate or use data included but not limited to following examples:

- a) all uploaded and processed data by the product to improve the product's performance during the term and after termination,
- b) data generated by aggregating Customer data with other data so that results are non-personally identifiable, and,
- c) learnings, logs, and data regarding use of the product, and,
- d) parameters for the product's proprietary machine learning software including but not limited to weights, biases, and hyperparameters of the product's artificial neural networks.

## Termination

### Termination on Notice

- Each party may terminate this agreement with 14 days written notice.
- Licensor may terminate this agreement via Drainiac.ai product notification and/or email.
- The Term shall automatically renew for additional 1-month periods ("renewal terms"), unless terminated by either party by the end of the terms with 14 days prior notice.

### Termination for Material Breach

Each party may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if

- The other party fails to perform, or otherwise materially breaches, any of its obligations, covenants, or representations, and
- The failure, or breach continues for a period of 30 days' after the injured party delivers notice to the breaching party reasonably detailing the breach.

### Termination for Failure to Pay

The parties may terminate this agreement with immediate effect by delivering notice of the termination to the other party if the other party is in delay with payment of fees for more than 30 days.

### Form of termination

Any termination notice shall be made in writing duly signed by the terminating party, provided that it is sufficient if the termination notice is submitted by email, Drainiac.ai product notification (e.g. account deletion), post or by fax.

### Effect of Termination

- Pay Outstanding Amounts: The parties shall immediately pay all amounts outstanding as of the date of, and any amounts outstanding as a result of termination.
- Discontinuance of Use: Customer shall cease all use of the Service upon the effective date of the termination.

## Indemnification

Customer shall defend licensor (including payment of attorneys' fees, expert fees, and court costs) from any third-party claims arising out of:

- a) Customer data; or
- b) Customer's use of the services in breach of this agreement.

The above defense and indemnification obligations do not apply to the extent a claim arises from licensor's breach of this agreement.

## Limitation of Liability

- **Mutual Limit on Liability:** Neither party will be liable for breach-of-contract damages suffered by the other party that are remote or speculative, or that could not have reasonably been foreseen on entry into this agreement.
- **Maximum Liability:** Neither party's liability under this agreement will exceed the fees paid under this agreement during the Term (at most 3 months) preceding the date upon which the related claim arose.

## Intellectual Property

The parties agree that nothing herein shall be deemed to transfer and/or license any intellectual property rights to the other party, unless explicitly otherwise set out herein. Each party retains all trademarks, patents, utility models, designs, marks, copyrights and any other intellectual property rights in its services, software, know-how, trade secrets, methodologies, techniques, or other intellectual property.

## Confidential information

Each party ("Originating Party") acknowledges that it may receive from the other party ("Receiving Party") confidential information. Each party shall treat the other party's Confidential Information confidential and not disclose such information to third parties. The confidential information shall belong solely to Originating Party and includes, but is not limited to, the terms of this agreement and other technical, business, marketing and financial information, and any data not previously known that could reasonably be considered confidential or proprietary ("Confidential Information").

The confidentiality obligations hereunder shall not apply to information that: (a) is required to be disclosed by applicable laws, provided that the disclosing party promptly notifies the other party of its requirement to disclose, and cooperates with the other party in avoiding or limiting the disclosure; (b) was already in the possession of the party making the disclosure without an obligation of confidentiality when it was received from the other party or its affiliates; (c) was already in the public domain at the time of disclosure, except as a result of a breach of the agreement; or (d) was independently developed without access to the other party's or its affiliates' Confidential Information.

Nothing herein shall restrict either party from disclosing Confidential Information of the other party or its affiliates if and to the extent required by law or for the purposes of legal proceedings; or if and to the extent required by any securities exchange or regulatory or governmental body to which that party is subject; or prevent either party from disclosing Confidential Information to its affiliates, consultants and other professional advisors, auditors, and bankers.

## Publicity

- **Consent:** Neither party will use the other party's name, logo, or trademarks, or issue any press release or public announcement regarding this agreement, without the other party's written consent, unless specifically permitted under this agreement or required by Law.
- **Cooperation:** The parties will cooperate to draft all appropriate press releases and other public announcements relating to the subject matter of this agreement and the relationship between the parties.
- **No Unreasonable Delay:** The parties will not unreasonably withhold or delay their consent to press releases or public announcements.

## Customer's Restrictions

Customer shall not, and shall not authorize any third party to:

- a) rent, transfer, distribute, sublicense, use or duplicate or use for the benefit of any third party the product, or any portion thereof, except as expressly authorized in this agreement;
- b) modify, translate, or prepare derivative works based upon the product;
- c) disclose any performance testing results relating to the product without licensor's prior written consent;
- d) reverse-compile or decompile, disassemble or otherwise reverse engineer the product, except to the extent expressly required to be permitted by applicable law;
- e) alter, remove, or obscure any copyright, trademark, or other proprietary notices on or in the product and/or
- f) use the product to store, transmit, modify, or enhance infringing, harmful, malicious, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or other rights. Except for the license expressly granted by licensor to Customer under this agreement, licensor reserves all right, title, and interests in and to the product and any derivative works derived therefrom, and all intellectual property rights therein.

## Customer's Obligations

Customer shall:

- a) be responsible and liable for any action or inaction of Customer's users which is in violation of this agreement,
- b) be solely responsible for the accuracy, quality, integrity, and legality of any Customer's data and of how Customer acquires, uploads, transmits and processes the Customer data,
- c) prevent unauthorized access to or use of the product, and notify licensor promptly of any unauthorized access or use of which it becomes aware;
- d) make any disclosures to and obtain any consents required by any applicable law, rule or regulation for the use, processing, transfer, disclosure, or access to Customer data in or for licensor or as otherwise contemplated by this agreement;
- e) be responsible for obtaining and maintaining appropriate equipment and ancillary services needed to connect to, access or otherwise use the product.

## General

### Entire Agreement

This agreement represents the entire understanding between the parties with respect to its subject matter and supersedes any previous communication or agreements that may exist.

### Amendment

This agreement can be amended only by a writing signed by both parties.

### Assignment

Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.

### Notices

- Method of Notice: Except as otherwise set out above, the parties will give all notices and communications between the parties by email, fax, Drainiac.ai product notification or postage.
- Receipt of Notice: A notice given under this agreement will be effective on the other party's receipt of it.
- Drainiac.ai product notification will be effective one day after the information is issued to customer.

### Governing Law

This agreement will be governed, construed, and enforced in accordance with the laws of Munich, Germany, without regard to its conflict of laws rules. Each party may only file a lawsuit against the other party before the competent court at the seat of such other party. All reasonable resolution should be accomplished between parties prior to any legal steps to remedy.

### Severability

If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

### Waiver

The failure or neglect by a party to enforce any of rights under this agreement will not be deemed to be a waiver of that party's rights.

### Force Majeure

A party shall not be liable for any failure of or delay in the performance of this agreement for the period that such failure or delay is

- beyond the reasonable control of a party,
- materially affects the performance of any of its obligations under this agreement, and
- could not reasonably have been foreseen or provided against, but

will not be excused for failure or delay resulting from only general economic conditions or other general market effects.