

Data Marketplace Terms of Use

These conditions for buying and selling data (“**Conditions**”) apply to the use of the Data Marketplace, as defined below, and operated by TAUS B.V. (“**TAUS**”). Please read these Conditions carefully before using the Data Marketplace (and the associated Database). The User accepts and agrees that the use of the Data Marketplace is governed by these Conditions and that it is bound by these Conditions.

1. Definitions and rules of construction

1.1 For the purposes of these Conditions, the following words and phrases shall have the meanings and definitions set forth below:

- (a) "Buyer" means the User in its capacity of downloader/user of the Language Data;
- (b) "Affiliate" means an entity (i) which is directly or indirectly controlling such 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;
- (c) "Seller" means the User in its capacity of the uploader of Language Data;
- (d) "Database" means a collection of Language Data, systematically selected, maintained and updated by TAUS with its taxonomy of domain and private index categories;
- (e) "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;
- (f) "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;
- (g) "Data Marketplace" means the repository and the applications, such as the Matching Data Service and Library and the Human Language Project Portal, that together comprise

the platform to be used by Users to upload to ("contribute") and/or download from and use ("receive") Language Data;

(h) "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;

(i) "Parties" means TAUS and User;

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

(k) "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 formulae;

(l) "User" means the Party that is entitled to using the Data Marketplace as per the Conditions;

1.2 In these Conditions, reference to "Articles" are references to Articles of these Conditions.

2. Contribution of data

2.1 The Parties recognize the importance that only data of good quality is uploaded to the Data Marketplace. This means that the Seller has familiarized itself with the Language Data and makes sure that it will only upload Language Data which has, at some moment in time, undergone a human review and/or signoff. The Seller is the data controller in respect of the PII in the Language Data it uploads and TAUS will provide data anonymization tools to assist Seller in satisfying data protection law requirements. TAUS must not knowingly use Language Data that contains PII which Seller is not permitted to share as per applicable (data protection) laws.

2.2 When contributing Language Data, Seller grants TAUS a non-exclusive, royalty-based, worldwide license to use the Language Data in connection with the Data Marketplace for the duration of the existence of the Data Marketplace.

2.3 Upon discovery, by either Party, that the Language Data contains Proprietary Information or other information which Seller is obligated to not disclose, the discovering Party shall immediately inform the other Party of such discovery. TAUS shall cooperate fully with Seller in retrieving and removing such information from the Language Data, and shall endeavor to

keep such information confidential and prevent such information from being accessed via the Data Marketplace.

2.4 Seller hereby grants to TAUS a worldwide non-exclusive royalty-based license to use, copy, modify and merge the Language Data in connection with the Data Marketplace for the duration of the existence of the Data Marketplace. For clarity, this includes data processing such as the clustered search, known as the Matching Data service, cleaning and anonymization.

2.5 TAUS acts itself as a Seller of data in both transferring Language Data from the legacy TAUS Data Cloud to the new Data Marketplace and in the Human Language Project portal where TAUS hires the services of freelance workers to translate corpora for low-resource languages and domains.

3. Use of the Data Marketplace

3.1 In consideration of the license grant pursuant to Article 2 and/or payment of the charges referred to in Article 3.4 below, and subject to Articles 3.2 and 3.3, the User/Buyer obtains access to the Data Marketplace.

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

- i) the right to use the
of the translation units into a commercial product;
- ii) the right to make Derivative Works;
- iii) the right to use or resell such Derivative Works commercially.

The right to grant access pursuant to Article 3.2 includes the right to grant such access to an Affiliate of User/Buyer or a subcontractor, provided that such Affiliate or such subcontractor will also be bound by all terms and conditions provided for in these Conditions and User/Buyer being responsible for compliance with the terms and conditions hereof by its Affiliate or subcontractor.

3.3 Any other use or more extensive use of the Language Data beyond the limited scope of Article 3.2, including but not limited to the redistribution, repackaging or relicensing of the translation units (the original language data and the translation of the original) in any form or subset, is not allowed.

3.4 Charges for access to the Data Marketplace and use of the language data will be set out in the Data Marketplace product pages on the TAUS website.

4. Managing the Purchase Transactions Between Sellers and Buyers of Data

4.1 The Data Marketplace will trade the data at the segment level. Sellers set prices for their data by choosing a value per 1000 words. That information will be used to define the data segment price. The price of one data set will be the sum of its segments. Sellers also will be paid for single segments that are sold as result of clustered search (Matching Data).

4.2 Sellers of data agree to the transaction fees and service fees charged by TAUS, the owner of the Data Marketplace. For more information about the transaction fees refer to the Price Index page on the Data Marketplace website.

4.3 Seller understands that they only get paid when a Buyer has completed a purchase transaction.

4.4 Seller of data is responsible for paying taxes on revenues from data sales. TAUS will act as the re-seller to the Buyer and take care of financial reporting and VAT compliance.

4.5 Buyers of data can review samples of the corpora that they acquire. There is no money-back guarantee.

5. Language Data and Database rights

5.1 TAUS shall own the rights to the Database and any updates of the Database. The Seller indicates upon submitting the Language Data whether the Seller owns the Intellectual Property Rights to the Language Data, acts on behalf of the owner of the Intellectual Property Rights (Article 6.1) or submits Language Data that are free of Intellectual Property Rights. The Seller does not grant TAUS, without the prior written consent from the trademark owner, the right to use any such trademarks. Furthermore, TAUS exclusively owns all rights in any ideas, concepts, know-how, documentation, techniques with respect to the Data Marketplace and associated technology (other than the Language Data) available on the servers of TAUS, unless said technology is licensed by TAUS from third parties.

6. Infringements

6.1 Seller shall have the first right, but not the obligation, to bring any action to prevent or terminate any infringement, misappropriation or other unauthorized use of the Intellectual

Property Rights licensed to TAUS under these Conditions. Within fifteen (15 days) of any notice from TAUS of any such infringement, misappropriation, or other unauthorized use, Seller shall notify TAUS whether Seller will bring any such action. If any such action is brought by Seller, Seller shall have full control over the prosecution and settlement or compromise of such action and shall assume all the expenses and be entitled to all proceeds in respect of such action provided that TAUS shall have the opportunity to review and comment in advance on any material substantive filings or proceedings in such action. TAUS, at Seller's expense, shall fully cooperate with and assist Seller in such action and shall be the nominal plaintiff or join as a co-plaintiff if and to the extent required by applicable law or requested by Seller.

6.2 If Seller in its discretion elects not to pursue any action against a suspected infringer, Seller will notify TAUS whereupon TAUS may notify Seller of its desire to pursue such action in its own name. If the possible infringement can reasonably be expected to have material adverse effect on TAUS if no action is taken with respect to the possible infringement, Seller shall permit TAUS, at its sole expense, to proceed in its own name with the prosecution of any action with respect to stopping the possible infringement, provided that Seller shall have the right to participate in such action, at its own expense, shall have the opportunity to review and comment in advance on any material substantive filings or proceedings in such action, and shall approve of any settlement of any such action, which approval will not be unreasonably withheld or delayed.

6.3 Notwithstanding the above, Seller shall have the final decision with regard to bringing or proceeding with such action. If Seller, in its sole discretion, determines that such action would not be in the best interest of Seller, Seller shall notify TAUS of such determination, whereupon TAUS shall not bring such action against Suspected Infringer, or if such action has commenced, to terminate such action.

7. Representations and Warranties of Seller

7.1 Seller hereby represents and warrants that to the best of its knowledge that:

- i) in the fulfillment of its obligations under these Conditions, Seller will not upload any data which is violating, infringing or misappropriating any intellectual property rights, proprietary information or any (trade) secrets of any third party and
- ii) it has the right to grant to TAUS the licenses contemplated in these Conditions. If Seller is not the owner of the Intellectual Property Rights, Seller will provide the name and contact details of the owner of the Intellectual

Property Rights, or Seller will explicitly state that the Language Data are free from Intellectual Property Rights of the third parties.

7.2 Seller hereby further warrants that to the best of its knowledge that Language Data contributions do not contain any viruses, worms, spyware, or other components or instructions that are malicious, deceptive or designed to harm or limit the functionality of a computer. Seller warrants that procedures have been put in place that reduce the risk of contamination or corruption of the Language Data with aforesaid shortcoming.

7.3 Seller does not make any representation or warranty of any nature as to the correctness of the Language Data.

7.4 Seller hereby agrees to indemnify TAUS for, to hold TAUS harmless against and to reimburse TAUS for, any and all damages and/or expenses (including attorney's fees) resulting from any breach of one or more of the representations and warranties set forth in this Article 7, provided that TAUS:

- a) provides written notice of the claim and any such threatened claim promptly to Seller;
- b) gives Seller sole control of the defense and settlement of the claim;
- c) provides to Seller, at Seller's expense, all available information, assistance and authority to defend; and
- d) has not compromised or settled such proceeding without Seller's prior written consent.

8. Liability

8.1 Data Marketplace is 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 User 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 Data Marketplace and/or the Language Data downloaded from it.

8.2 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 Data Marketplace and/or the Language Data downloaded from it.

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

8.4 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.

8.5 Seller's aggregate liability under these Conditions shall not exceed five thousand Euro's (5,000 €).

8.6 The limitations of liability set forth in this Article 8 shall not apply to indemnifications and damages that result from in case of gross negligence, willful intent, intellectual property infringements or breaches of data protection laws.

9. Termination and suspension

9.1 TAUS can terminate User's access to the Data Marketplace if User breaches any of these Conditions and User must immediately cease access to and use of the Data Marketplace.

9.2 The User can at any time decide to stop using the Data Marketplace and terminate its subscription for convenience. In such event these Conditions remain applicable to the use of the Data Marketplace and the Language Data contributed and received prior to termination. Moreover, the User will not be entitled to any refund and any payment and other obligations due by User to TAUS prior to the termination will remain unaffected.

9.3 TAUS may (i) suspend access to and/or the use of the Data Marketplace, or (ii) terminate the granted rights to User, with immediate effect upon written notice if Seller breaches the terms of these Conditions and/or otherwise acts unlawful against TAUS (including, but not limited to, infringing TAUS' rights in the Database). If the rights granted to User under these Conditions terminate, User shall immediately cease using the Data Marketplace and destroy any and all entry codes and/or passwords. Upon termination (for whatever reason) TAUS shall have no duty or obligation to convert the Language Data.

10. Confidentiality

10.1 Access to the Language Data, as referred to under Article 3 of these Conditions, does not include access to metadata related to the identity of a Seller. TAUS provides for the anonymization of such Seller details, which details are shared on a confidential basis by TAUS.

11. Miscellaneous

11.1 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.

11.2 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.

11.3 TAUS may amend these Conditions. Any such amendments will be notified to the User beforehand by posting a notification on the TAUS website. Any continued use of the Data Marketplace by User will subsequently constitute acceptance of the Conditions (as amended).

11.4 These Conditions and any legal relationship between the Parties which is governed by these Conditions cannot be assigned by a Party, without the other Party's prior written consent, such consent not to be unreasonably withheld.

11.5 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 these Conditions 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 these Conditions. If a part or parts of the Conditions rendered void, invalid or unenforceable substantially impair the value of the whole Conditions to any Party, such Party may cancel and terminate the Conditions by giving written notice to the other Party.