

Euretos AI Platform - Terms and Conditions of Use

This document describes the terms and conditions on which Euretos B.V. (hereinafter “**Provider**”) makes available data and related information retrieval, extraction and associative discovery services through its websites, applications, API and consultancy offering (hereinafter the “**Service**”). The Service is a resource for scientists and researchers both in academic and private organizations. By using the Service, you and / or your organization (hereinafter “**User**”) agree(s) to comply with and be bound by the following terms and conditions (hereinafter “**Agreement**”), which we may change at any time by posting notice on Provider’s website.

PLEASE READ THIS AGREEMENT CAREFULLY, AND PLEASE CHECK THESE TERMS AND CONDITIONS PERIODICALLY FOR CHANGES.

If you do not agree to these terms and conditions, please do not use the Service. Use of the Service is limited to those individuals who can form legally binding contracts under applicable law for personal use or representing a legal entity, and without limiting the foregoing, the Service is not to be accessed or used by minors.

1. Definitions

In this Agreement, except unless explicitly stated otherwise, the following words and expressions shall have the following meaning:

Agreement:	This document: Euretos AI Platform – Terms and Conditions of Use.
Effective Date:	The moment at which use of the EAIP has commenced.
EAIP	The Euretos product called Euretos AI Platform abbreviated as EAIP. This includes the base platform and integrated data, the API (Application Programming Interface) and specific applications that run on top of the EAIP. These applications include but are not limited to: Analytics, (re)Search, Sets and Relation Map as well as the workflows that are embedded in these applications.
Fee:	The License and Services fee as defined in Addendum 1 to this Agreement “Euretos AI Platform Services, Fees and Payment Conditions”
License Period:	The period starting at the Effective Date and ending on the date as stated in Addendum 1 to this Agreement “Euretos AI Platform Services, Fees and Payment Conditions”.
Access Credentials:	A unique username and password which provides access to the EAIP
User Interface	The manner in which users access to the EAIP such as through the ask.euretos.com web address.
Data:	All content stored in the EAIP databases and accesible through the EAIP application’s front end and the Application Programming Interface (API).

Documentation:	The user documentation to the Software and any other literature or data supplied with the same purpose by Euretос.
Proprietary Materials:	Any and all data and other materials owned by User under Intellectual Property Rights, Copy Rights or other Rights granted to User.
Service:	The use of the EAIP by User, including product support and research support provided by Provider
User	A User of the EAIP

2. General Provisions

- 2.1. No deviations from these Terms and Conditions shall be valid unless expressly agreed in writing by Euretос as part of separate License Agreement.
- 2.2. Any terms and conditions made as part of separate License Agreement that conflict with this agreement will supersede this agreement
- 2.3. All offers shall be without engagement unless expressly otherwise stated in writing by Euretос in the offer.
- 2.4. Any applicability of general terms and conditions of User is not accepted, unless these terms and conditions are accepted in writing by Euretос.
- 2.5. In the event of nullity or annulment of any provision of these Terms and Conditions, the other provisions hereof shall remain in full force and effect and Euretос and User shall consult together in order to agree on new provisions to replace the provisions that are null or, as the case may be, annulled, duly observing as much as possible the object and purport of the provision that is null or annulled.

3. Registration

- 3.1 Anyone who uses the Service will be required to register by providing a name and email address and other applicable information requested by Euretос. This information is needed to create an account according to the procedures set up by Euretос. User may also choose to provide Euretос with additional contact information, like an electronic business card with additional information such as address and telephone number.
- 3.2 After registering, User represents and warrants to Euretос that: (i) User is of legal age and, if applicable, authorized by the entity represented to form a binding contract; (ii) User will provide Euretос with accurate, current and complete user information as requested; (iii) User's registration and use of the Service is not prohibited by law or any third party agreement by which User is bound.
- 3.3 Euretос reserves the right to terminate User's status as an authorized user in the event of breaching any term of this Agreement.

4. Fees and terms of payment

- 4.1. The Service is provided under a license agreement stating the fee conditions under which the Service is available to User.
- 4.3. Euretos reserves the right to modify any fees charged from time to time. Euretos will provide prior notice to User before any fees are imposed or modified, and User will have the opportunity to cease using the Service before such fees are levied on User.
- 4.4. If Euretos terminates User's authorized user status or use of the Service because of breach of this Agreement, User will not be entitled to any refund of fees paid and all fees due for the remainder of the license term will still be payable by User.
- 4.5. Failing any specific payment terms agreed between Euretos and User, User shall pay within fifteen (15) days from the invoice date, or, if applicable, upon account.
- 4.6. All prices shall be exclusive of sales tax and any other levies imposed by the authorities.
- 4.7. If User fails to pay an invoice, fails to pay an outstanding debt, or fails to pay it within the stated time, Euretos can refuse to fulfill its obligations and can eventually suspend its guarantee, provision of services and support obligations.
- 4.8. In the event that User fails to pay the amounts due within the agreed period, legal interest shall be due by User on the outstanding amount without any notice of default being required. Should User, after notice of default, fail to settle the claim, the same may be placed out of hand, in which case User shall be liable to pay in full, in addition to the total amount then due, any legal and non-legal expenses including any fees charged by external experts in addition to the costs assessed in court, relating to the collection of this claim or other enforcement of rights, the amount of which is fixed at 15% at least of the total amount.
- 4.9. If it is agreed that prices or costs should be paid in a country other than that in which User has its registered office, then Euretos retains the right to, if restrictions are placed by the government or others on the transfer of the contractually agreed currency, with a period of notice of one (1) month, demand that payment is made in the currency of the country in which Euretos is established or in another freely convertible currency.

5. Term and Termination

- 5.1. Each Agreement with Euretos will have an effective date specified in an Addendum or, if applicable, in the documentation or notification provided at account creation. The term for EAIP licenses will be one (1) year from the effective date.
- 5.2. If any Agreement which by its nature and content will not terminate by completion has been entered into for an indefinite period, such Agreement may be terminated in writing by either party after proper and business-like consultation, stating its reasons for doing upon a 60-day notice. If no specific term of notice was agreed between the parties,

reasonable notice of termination shall be given. The parties shall never be liable in any damages by reason of termination.

- 5.3. Euretoss may forthwith terminate the Agreement either in whole or in part by giving notice in writing, without notice of default and without judicial intervention, if User is granted an official moratorium, whether provisional or not; if with regard to User a bankruptcy petition is presented or winding-up proceedings are instituted; or if his undertaking is wound up or closed down otherwise than for the purpose of reconstruction or amalgamation of enterprises. Euretoss shall never be liable in any damages by reason of such termination.
- 5.4. Euretoss may forthwith terminate the Agreement either in whole or in part for cause by giving notice in writing without notice of default and without judicial intervention, if User fails to comply with any of the material terms and conditions of this Agreement.
- 5.5. Either Party shall have the right to terminate this Agreement at any time by written notice to the other Party in the event of a material breach by the other Party where such breach has not been remedied to the mutual satisfaction of the non-breaching Party within thirty (30) days of receipt of written notification of said breach.
- 5.6. Either Party shall have the right to terminate this Agreement upon thirty (30) days written notice if the other Party files a petition in bankruptcy, applies for or consents to the appointment of a receiver or trustee of itself or its property, or makes an assignment for the benefits of its creditors.

6. Conditions on Using the Service

- 6.1 All the text, images, marks, logos, compilations (meaning the collection, arrangement and assembly of information), software, algorithms, inventions, conceptions, processes and other content of the Service (collectively, the "Proprietary Materials") are proprietary to Provider or to third parties.
- 6.2 Provider authorizes User to use the Service subject to the following conditions:
 - 6.2.a Unless a separate Agreement is in place stating additional terms and conditions, User may not re-supply the Service to any third party nor use the Service as a material component of a product or service that User provides to any third party, including but not limited to contract research activities, consulting and/or other kinds of counsel and advice;
 - 6.2.b User may not use the Service excessively as this may indicate unauthorized use of the system or may adversely impact the user experience of other Users, especially, but not limited to, using the EAIP API. Excessive use is determined at the discretion of Provider and is defined as a multiplier compared to average use. This threshold will apply equally to all Users and will be acted upon indiscriminately. If excessive use is concluded Provider will notify the user and give the opportunity to explain the high levels of use. After review Provider may decide to require the User to limit their usage. If the User does not comply to this request, Provider has the right to terminate the agreement.

- 6.2.c User may not modify the Proprietary Materials. If any screenshots are made from the EAIP and used in materials, a proper reference to Provider will be added;
- 6.2.d User may not remove any copyright, trademark or other proprietary notices that have been placed in the Proprietary Materials. Except as expressly permitted above, modification, reproduction, redistribution, republication, uploading, posting, transmitting, distributing or otherwise sharing externally in any way of the Service or Proprietary Materials, or any portion of the Service or Proprietary Materials, is prohibited without the prior written permission of Provider;
- 6.2.e User may not use the Service in any manner that harms the Service or impairs its operation; and
- 6.2.f User may not link to any part of the Service or any Proprietary Materials or frame or otherwise display in any manner the Proprietary Materials at any other website or elsewhere.
- 6.2.g User allows Provider to use the User name and logo in Providers marketing material, including its website, stating the fact that User is a user of the EAIP. No further information regarding User's use of the EAIP will be mentioned by Provider without express permission of User.
- 6.3 All software used on the Service is proprietary to Provider or to third parties, and except as may be required to exercise the foregoing license grant, any use, redistribution, sale, decompilation, reverse engineering, disassembly, translation or other reduction of such software to human-readable form is prohibited.
- 6.4 User agrees, and represents and warrants, that his use or other exploitation of the Service and the Proprietary Materials, or any portion thereof, will be consistent with the foregoing license, covenants and restrictions and will neither infringe nor violate the rights of any other party or breach any contract or legal duty to any other parties. In addition, User agrees that he will comply with all applicable laws, regulations and ordinances relating to the Service, the Proprietary Materials or the use of them, and he will be solely responsible for his own individual violations of any of them.

7. Submissions to Euretos

Euretos is pleased to hear from User and welcomes comments regarding the Software, the Service and the Proprietary Materials. In the event that User submits ideas, suggestions, or other information to Euretos, whether at the request of Euretos or not (all of the foregoing being "Submissions"), the Submissions will be deemed, and will remain, the sole property of Euretos. None of the Submissions will be subject to any obligation of confidence on the part of Euretos, and Euretos Affiliates (as defined below) will not be liable for any use or disclosure of any Submissions. Without limiting the foregoing, Euretos will exclusively own all now known or hereafter existing rights to the Submissions of every kind, in perpetuity, and will be entitled to unrestricted use and other exploitation of the Submissions for any purpose whatsoever, commercial or otherwise, by any means, by any media, without compensation to the provider, author, creator or inventor of the Submissions. Each of the irrevocably and unconditionally waives and covenants not to assert any of such rights

against Euretos or its affiliates, successors, assigns, licensees, partners, and Users (collectively, "Euretos Affiliates"), as well as any users of the Service.

8. Backup and updating procedures.

Euretos will update the content of its databases regularly. Euretos will schedule maintenance and updates as much as possible during low usage hours but cannot guarantee the Service will not be interrupted for short periods during maintenance and updating.

9. Euretos Not Responsible for Third Party Materials or Content

The Service relies in part on third party content indexed and used by the Service, and may involve use of third Party Software or algorithms. In addition, the Service contains links to third party websites. Any third-party content and linked websites are "Third-Party Materials". The Third-Party Materials are not under Euretos' control, and Euretos is not responsible for the contents or the performance of any Third-Party Materials. Use of Third-Party Materials does not imply endorsement of, sponsorship of, or affiliation with the Third-Party Materials by Euretos.

10. Warranty and Liability

- 10.1 Provider and Provider Affiliates make no representations or warranties of any kind regarding the Service or the Proprietary Materials. The Service and Proprietary Materials are provided in "as is" condition, and Provider and Provider Affiliates expressly disclaim any and all warranties, whether express or implied, including: (i) all warranties of merchantability, fitness for a particular purpose, title, noninfringement, and any and all warranties arising from course of dealing and usage of trade; (ii) that the service or the proprietary materials will meet requirements, will always be available, accessible, uninterrupted, timely, secure or operate without error, (iii) as to the results that may be obtained from the operation, use or other exploitation of the service or the proprietary materials, and (iv) as to the accuracy or reliability of any information obtained from the service or the proprietary materials. No advice or information, whether oral or written, obtained from Provider, any of Provider Affiliate, or through the Service or Proprietary Materials will create any warranty not expressly stated herein.
- 10.2 User uses the service and the proprietary materials at his own risk, and neither Provider nor Provider affiliates will be liable for any damages of any kind arising from or relating to any of their operation, use or other exploitation. User waives and covenants not to assert any claims or allegations of any nature arising from or relating to the operation, use or other exploitation of the service or the proprietary materials, including any allegation or claim that Provider or any Provider affiliates has or should indemnify, defend, or hold User harmless from any claim or allegation arising from the operation, use or other exploitation of the Service or the proprietary materials.
- 10.3 Under no circumstances will User be entitled to recover from Provider or Provider affiliates any incidental, consequential, indirect, punitive or special damages (including damages for loss of business, loss of profits or loss of use), whether based on contract, tort (including negligence), or otherwise arising from or relating to the website or proprietary materials,

even if Provider or Provider affiliates have been informed or should have known of the possibility of such damages.

11. User's Indemnity of Euretos and Euretos Affiliates; Termination of Use.

- 11.1. User agrees to indemnify, hold harmless, and at their respective options, defend Euretos and Euretos Affiliates and their respective officers, agents, employees, directors and affiliates (the "**Indemnified Parties**") from and against any and all losses, costs, expenses, fees, claims, damages, liabilities and causes of action (including, but not limited to, reasonable attorney's fees and disbursements) (collectively, "**Losses**") resulting or arising from this Agreement or relating to the breach or alleged breach of User's duties or obligations under this Agreement or use of the Service or Proprietary Materials.; provided that excluded from Supplier's undertaking to defend, indemnify and hold harmless are Losses arising from willful misconduct, fraud, criminal activity, intentional tort or negligence of any of the Indemnified Parties. For any indemnified matter, Euretos and Euretos Affiliates will have full control of the response thereto and the defense thereof, including any agreement relating to the settlement thereof, and User will cooperate fully with Euretos and Euretos Affiliates in such matter.
- 11.2. Euretos may, at its option, terminate any user's access to any or all of the Service, and may remove or delete any User Content or Submissions User may have submitted.

12. License and Intellectual Property

- 12.1 During the term of this Agreement, Provider grants to User a non-exclusive, non-sublicensable, non-transferable, revocable worldwide license to load, run, and use the EAIP to execute searches, upload sets, use analytics and create relation maps, using the data stored in the EAIP, and store results on the EAIP through the User Interface as made available by the Provider.
- 12.2 Copyrights and all other intellectual property rights in the EAIP, the EAIP content, the Documentation and all other materials that may be exchanged under this Agreement shall remain the property of Provider. User shall require no rights in any such material except as explicitly provided in this Agreement.
- 12.3 Any inventions, whether patentable or not, that User makes as a result of using the EAIP shall be the exclusive property of User.
- 12.4 Notwithstanding the foregoing, any inventions or improvements directed to the further development of the EAIP, including but not limited to algorithms, software, processes and hardware improvements related to the EAIP are and will remain solely owned by Provider.

13. User's Obligations

- 13.1 User will not attempt to reverse engineer or otherwise render the Software into human readable form in order to understand the Software's structure or details in any way, or to produce any software or executable code derived from the Software.

- 13.2 User will not attempt to access to Back End of the platform to download any of the data, onto User's system or any other system not under Providers control without an explicit and separate API License.
- 13.3 User will not delete or amend any copyright notices displayed by the Software or included in the Documentation.

14. Information to be included in notices

Any notice alleging that materials on this Service infringe intellectual property rights must include the following information:

- (a) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other right being infringed;
- (b) a description of the copyrighted work or other intellectual property claimed to be infringed;
- (c) a description of the material that claimed to be infringed and where it is located on the Service;
- (d) address, telephone number, and email address of the individual making the claim;
- (e) a statement by the individual that he has a good faith belief that the use of the materials on the Service of which he is complaining is not authorized by the copyright owner, its agent, or the law;
- (f) a statement by the individual that the above information in his notice is accurate and that, under penalty of perjury, he is the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.

15. Applicable Law and Jurisdiction; Compliance

The EAIP is controlled by Provider and operated by Provider from its offices in and around The Netherlands. Because the Service is published on the World Wide Web it is accessible in other countries. As each of these places have laws that may differ from those of The Netherlands and from each other, and as User and Provider both benefit from establishing a predictable legal environment in which to operate, use or otherwise exploit the Service, by using the Service, User and Provider agree that all matters arising from or relating to the use and operation of the Service will be governed by the substantive laws of The Netherlands, without regard to its conflicts of laws principles. User agrees that all claims he may have arising from or relating to the operation, use or other exploitation of the Service will be heard and resolved in the courts located in The Netherlands. User consents to the personal jurisdiction of such courts over him, stipulate to the fairness and convenience of proceeding in such courts, and covenant not to assert any object to proceeding in such courts. If User chooses to gain access to the Service from locations other than The Netherlands, User will be responsible for compliance with all local laws of any such other locations.

16. Audit

Provider reserves the right to audit User's performance under this Agreement, including but not limited to User's adherence to the terms specified in this Agreement.

17. Miscellaneous Provisions

No delay or omission by Euretос in exercising any of its rights occurring upon any noncompliance or default by User with respect to any of the terms and conditions of this Agreement will impair any such right or be construed to be a waiver thereof, and a waiver by Euretос of any of the covenants, conditions or agreements to be performed by User will not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition or agreement hereof contained. As used in this Agreement, "including" means "including but not limited to." If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement will remain in full force and effect and will be reformed to be valid and enforceable while reflecting the intent of the parties to the greatest extent permitted by law. Except as otherwise expressly provided herein, this Agreement sets forth the entire agreement between User and Euretос regarding its subject matter, and supersedes all prior promises, agreements or representations, whether written or oral, regarding such subject matter. User agrees that the electronic text of this Agreement constitutes a writing and User's assent to the terms and conditions hereof constitutes a "signing" for all purposes.

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