

GENERAL TERMS OF USE

1. CONTRACTING PARTIES, PURPOSE

- 1.1. Contracting parties are The MoonVision GmbH, company registration number 476722m, Ballgasse 6/1 / 7-10, 1010 Vienna, ("PROVIDER" or "we"), and you as a user of our services ("customer" or "you"), individually also "party" and collectively "contracting parties". For the sake of readability, the male form is chosen, nevertheless, the information refers to members of both sexes.
- 1.2. The PROVIDER grants to the customer an online or web-based (application) software ("platform") for use via a freely chosen data network as well as other associated services and provides the customer with the platform MoonVision Toolbox, available over the internet, for the term of this agreement free of charge. The platform is used in particular for data labeling with tools to eg transform images / videos etc into high-quality training data (image annotation), with regard to the selected data by the customer, uploaded on the platform ("data"). The platform shall be able to grasp and learn the meaning of data and individual data components, which the PROVIDER uses for artificial intelligence systems. To achieve this, it requires countless training data, which the platform shall provide.
- 1.3. The exact scope of functions / tools of the services results, if any, from instructions on the platform; a user manual is not owed to the customer.
- 1.4. This contractual relationship is based exclusively on these General Terms and Conditions ("TC"), which specify the services of the PROVIDER (provided IT systems and applications). Deviating terms and conditions of the customer only apply if the PROVIDER expressly agrees to such in writing.

2. AMENDMENTS OF TC

- 2.1. The TC are available in the current and in all previous versions on the website of the PROVIDER under https://app.moonvision.io/agb_en
- 2.2. The PROVIDER is entitled to amend these TC at any time in order to adapt them to changed technical or economic conditions. Please check regularly if a revision has been made. If the customer is a consumer within the meaning of the Austrian consumer protection act (KSchG), the PROVIDER will inform the customer about such changes by submitting the amended TC to the last known e-mail address. Any change entitles the customer to terminate the contract with immediate effect. If the customer does not cancel within 14 days, the changed TC shall be deemed agreed. The PROVIDER will particularly inform the customer on the importance of this requested behavior at the beginning of the termination period. Change(s), which favor the customers of the PROVIDER exclusively, can be applied already on the day of their communication.

3. OBJECT OF AGREEMENT

- 3.1. The customer is entitled to use the platform (item 1.2.) of the PROVIDER in

accordance with and within the limits of these TC. The permitted scope of use results at most from the type of the user account or the services provided.

- 3.2. We reserve the right to expand our platform services, make improvements and replace the services with equivalent alternatives, or terminate the platform at our sole discretion at any time.
- 3.3. The availability of the platform depends on the operation and utilization of the internet and network infrastructure, some of which we have no control over. We do not guarantee that our platform is constantly accessible and that all content is constantly available. We endeavor to solve any malfunctions of the platform as soon as possible.
- 3.4. We may restrict or block access to and performance of the platform temporarily when required for maintenance, updates, security, and system integrity.

4. CUSTOMER ACCOUNTS

- 4.1. The platform is open for use to registered customers only. By registering, the customer creates a user account and concludes this agreement with the PROVIDER. The PROVIDER reserves the right to reject a registration without giving any reasons.
- 4.2. Both entrepreneurs and consumers within the meaning of the KSchG are permitted to use the platform. The transfer of the user account to another person is not permitted.
- 4.3. The customer undertakes to provide correct and complete information in the course of the registration process. The customer is liable to the PROVIDER for all disadvantages arising from an incorrect information.
- 4.4. The user's name chosen by the customer must not violate the rights of third parties (such as brand, company, name, etc.), shall not infringe any third-party trademarks, contain advertising messages or mislead or misrepresent information.
- 4.5. The customer undertakes to keep the log-on data (eg, user name and password) secret and to protect it against access by unauthorized third parties and not to pass it on to third parties. We are entitled to (temporarily) block the user account in order to prevent misuse.

5. SCOPE OF SERVICES

- 5.1. The PROVIDER provides the customer - in accordance with these TC - with its online or web-based platform (eg for annotating data by labeling), an application program, as well as storage space on its computers, for use over the internet including the operating systems, software environment and internet connection ("IT system"). The application programs are executed on the computers of the PROVIDER; we currently use the storage space on servers of *Google Cloud*. The customer accesses the platform via his own internet browser or a locally installed client and can upload his data on the platform and

edit it with the software of the PROVIDER. For this purpose, various tools are available for processing data, eg data labeling tools to transform images / videos / 3d point cloud into high-quality training data. Result files may be downloaded in eg ONNX format via the internet and the web browser for the own further private or commercial use.

- 5.2. For the services provided on the platform, the PROVIDER does not charge any fees. Subject to section 8, the customer has the right to dispose of his data.
- 5.3. The PROVIDER currently uses *Matomo* and *Sentry* as external services.
- 5.4. The secure operation of the IT system is in particular the responsibility of *Google LLC* and cannot be checked by the PROVIDER as to whether a suitable data center with secured power supply and air conditioning and protection against the access of unauthorized persons is guaranteed.
- 5.5. We use the uploaded and edited customer data from the platform in an aggregated form for common models. The data will be used by the PROVIDER for its own purposes in accordance with the terms and conditions of the license granted by the customer (section 8). General models created by the PROVIDER and related information will be used to enhance own and / or generic models and the platform.
- 5.6. The customer does not receive access to data of other customers.
- 5.7. The PROVIDER is not obliged to make the platform permanently accessible for use over a data network, to maintain or replace it with newer versions.
- 5.8. In the event that the platform allows team access, each team member has equal rights and has access to all data uploaded and edited by another team member (and, eg, tags). Data can be edited and changed by team members.
- 5.9. Customer acknowledges and agrees that its data uploaded to the platform will not be encrypted but will be protected by a generated random (eg 40 character-) URL or link. This URL is not provided to search engines. Any person who knows the URL can access the data; The URL acts as a password in this sense.
- 5.10. The PROVIDER provides its services according to the state-of-the-art-principle and regularly carries out the necessary measures for data backup on its IT systems.
- 5.11. The PROVIDER does not guarantee availability of the servers and the corresponding services within a defined time interval. Errors and / or shortcomings of the platform are possible, and the PROVIDER is entitled to interrupt or restrict the services temporarily and / or cancel all or parts of the services, if and to the extent necessary to remedy or prevent malfunctions, to attacks on the network infrastructure or to carry out necessary work.
- 5.12. The customer acknowledges and agrees that the PROVIDER may restrict or completely block the data traffic in the event of an administrative or judicial order. In this respect, the PROVIDER does not guarantee unrestricted data

traffic. The same applies in cases where the PROVIDER would otherwise risk legal persecution.

- 5.13. The PROVIDER grants the customer the simple rights to use the platform necessary for the use of the contractual services. If the PROVIDER provides the customer with software created by third parties, the rights of use granted to the customer are limited in scope to the same rights of use granted by the third party to the PROVIDER. In this case, the PROVIDER is obliged to disclose to the customer the scope of the rights of use granted to him by the third upon request.
- 5.14. The PROVIDER is not obliged to provide evidence of any stipulated and adequate data backup. The PROVIDER is also not obliged to take appropriate measures against data loss and to prevent unauthorized access by third parties to this data, although PROVIDER endeavors to make regular backups, to check the customer's data with the latest anti-virus programs and to install firewalls.
- 5.15. However, the customer has no claim to receive software suitable for the use of the edited data.

6. GUIDELINES FOR PUBLISHED DATA, LOCK AND DELETION

- 6.1. Customer data must be accurate and complete and must not deceive or mislead third parties. The customer is responsible that the contents published in the user account as well as the data uploaded comply with any legal requirements and do not infringe third party rights.
- 6.2. The customer may not publish data or content, which (i) infringes the trademark, name, copyright or other intellectual property rights of other customers or third parties; if data is taken over from the internet, the consent of the copyright holder must be obtained accordingly; (ii) contains pornographic material or is otherwise immoral; (iii) attacks, harasses, discriminates or defames other customers or third parties; incites or provides guidance on violence, hatred, racism or illegal acts; (iv) otherwise violates any law or contains personal data, in particular special categories of personal data subject to Art 9 of the GDPR.
- 6.3. The customer may not offer any goods, services, plagiarism and counterfeits, etc or place advertisements on the platform.
- 6.4. The PROVIDER reserves the right to inspect all data published / uploaded on the platform to verify compliance with these guidelines, although it is not obliged to do so.
- 6.5. The PROVIDER is entitled to block access to the published data at any time and without prior notice, or to immediately make the legally required changes to the data (eg removal of objected images) without prior notice, if there are indications that these contents violate these guidelines or seem to be unlawful.
- 6.6. The PROVIDER is entitled to permanently delete data of the customer at any time, without prior notice and up to its sole discretion.

- 6.7. The customer may not upload or publish any personal data in the context of the GDPR (eg photos of natural persons on which they can be identified).
- 6.8. The customer is obliged to comply with all applicable legal regulations and laws when using the IT systems and applications provided by the PROVIDER. In particular, he must observe the provisions of criminal law (including pornography law, the law banning National Socialist activities etc), copyright, trademark and competition law as well as the personal rights of others. He must not violate the security and integrity of other computer systems.
- 6.9. The customer shall use the provided IT systems and applications only to the extent contractually permitted and shall not infringe the property and copyrights or rights of other persons.
- 6.10. The customer shall refrain from attempting, in any way, to obtain the password, account or other security information from any other customer or PROVIDER, crack passwords or security encryption codes, mail lists, list servers, any form of auto responders or "spam", "crawl", "scrape" or "spy" a page, data or any part of the services or the content of the platform, whether by manual or automated means, to copy or store the contents of the platform, decompile, reverse engineer or otherwise attempt to obtain or rely on the source code or any underlying business ideas and secrets or information about the services.
- 6.11. A transfer of contractual services to third parties for a fee is only permitted to the customer with the prior express consent of the PROVIDER with a separate agreement.
- 6.12. The customer undertakes to keep his user account data (username, password) secret and to protect it from unauthorized access. If the customer has the suspicion that third parties abuse his access data, he must immediately report this suspicion to the PROVIDER and change the password.
- 6.13. The customer is obliged to immediately notify in writing any change to the data provided to the PROVIDER (eg name or company, address, e-mail address).

7. TERM, TERMINATION

- 7.1. This contract is concluded for an indefinite period.
- 7.2. The customer may terminate this contract at any time by sending an e-mail to office@moonvision.io, requesting the deletion of his user account (section 4). The deletion of the user account is carried out by the PROVIDER within a reasonable period of time.
- 7.3. The PROVIDER is entitled to terminate this contract at any time and to block the access to the user's account without prior notice.
- 7.4. In the event of termination, however, there will be a reasonable deadline for the customer to secure data prior to deletion. This does not apply to termination for good cause. After the deletion a restoration of the data is not possible.

7.5. The customer acknowledges and agrees that the PROVIDER is entitled to delete and / or continue to use the stored, uploaded and edited data of the customer. It is the responsibility of the customer to secure his data in good time before termination of the contract.

8. LICENSE

8.1. As consideration for the free use of the platform, the customer ("licensor") grants to the PROVIDER ("licensee") rights to use his data, namely the data the customer intends to upload on the platform.

8.2. Therefore, the licensor grants the licensee a worldwide, unlimited in time, non-exclusive, transferable and sub-licensable, irrevocable, inheritable and royalty-free right to use and process the data for its own commercial or private purposes (*Werknutzungsbewilligung*). The license thus includes, but is not limited to, the right of the PROVIDER to host or use the data for any purpose whatsoever, whether commercial, for its own benefit, for advertising purposes, for the production of derivative works or integration into other works, to copy, reproduce, disclose, sell, publish, broadcast, rename, archive, store, cache, execute, display, reformat, translate, transmit, extract (in whole or in part) and distribute the data. The use and distribution can be done in any media formats and channels.

8.3. This license applies to all types of exploitation, media or technology that are now known or will be developed later.

8.4. Any other rights of use, copyrights and other industrial property rights not covered by these TC shall exclusively remain with the licensor.

8.5. The licensee is entitled to the free use of the title of the data (eg picture) as well as the name of the sole originator as far as the licensor has such rights.

8.6. The licensor warrants that (i) he is the holder of the rights to use the data to be granted, (ii) he is entitled to freely dispose of these rights of use, and (iii) the data is free from any third-party rights, which may jeopardize the unrestricted use by the licensee. The licensor indemnifies the licensee against all and any claims of third parties raised or in connection with section 8 (iii), including, but not limited to, legal fees incurred by the licensee in connection with the data.

8.7. The licensor's liability according to this section 8 shall be excluded, if the behavior of the licensee goes beyond the contractual use and such behavior was the cause for a breach of third-party rights.

9. WARRANTY, LIABILITY

9.1. The PROVIDER shall not be liable for the functionality of the telephone or power cables to its server, for power outages and failures of servers that are not within its sphere.

- 9.2. The PROVIDER shall be furthermore not liable for the data provided by the customer. The PROVIDER has no control over the content, accuracy, privacy practices, or practices or opinions of any third-party or third-party websites with which the services interact and assumes no responsibility for them.
- 9.3. In particular, the PROVIDER is not obliged to check the data for possible legal violations. Should third parties raise claims against the PROVIDER for possible legal violations resulting from the data of the customer, the customer undertakes to indemnify the PROVIDER from any liability and damage and to compensate any costs incurred by it for possible infringement.
- 9.4. The PROVIDER shall be liable for the damage caused by him to the customer only for willful misconduct and gross negligence (in the case of an entrepreneur extreme gross negligence). This does not apply to damages to natural persons. The liability is further excluded for force majeure, consequential damages and loss of profit as well as indirect damages. The PROVIDER is not liable for the loss and damage of data if the customer has not taken his own appropriate and state-of-the-art backup measures. The compensation for damage (with the exception of personal injury) is limited to a maximum of EUR 100 for each damage causing event, unless it can be excluded from these TC.
- 9.5. The platform and data edited through it by the customer are provided "as is" and without any warranty or guarantee. To the extent permitted by applicable law, any warranty or liability and statutory rights, including implied merchantability and fitness for a particular purpose, is disclaimed. The PROVIDER does not warrant that the functions / tools contained on the platform will be uninterrupted or error free, that defects will be corrected, or that the platform or server, that makes the platform available, will be free from viruses or any other harmful components. The PROVIDER makes no representations or warranties with respect to the use of the data, in particular with regard to the accuracy, appropriateness, usefulness, suitability, timeliness, reliability etc by the customer.

10. DATA PRIVACY

- 10.1. The PROVIDER does not process personal data on behalf of the customer and is therefore not a processor within the meaning of Art. 4 No. 8 DSGVO.
- 10.2. Above that, reference must be made to the privacy policy of the PROVIDER.

11. APPLICABLE LAW, PLACE OF PERFORMANCE, JURISDICTION

- 11.1. The contractual relationship is exclusively governed by Austrian law, excluding all international principles on conflicts of law and the UN Sales Law.
- 11.2. Place of performance and exclusive place of jurisdiction for all disputes arising out or in connection with these TC shall be the seat of the PROVIDER. Consumers within the meaning of the KSchG are subject to the statutory jurisdiction.
- 11.3. Should any provision of these TC be or become legally invalid or unenforceable,

this shall not affect the validity and practicability of the remaining provisions. This does not apply if adherence to the contract would constitute an unreasonable hardship for a party.

11.4. In the event of contradictions between the German and the English version of the TC, the German version shall prevail.

