

# **Aisera, Inc.**

## ***End-User License Agreement (EULA)***

Please read this End-User License Agreement ("Agreement") carefully before using Aisera SaaS Services ("Services").

By using the Services, you are agreeing to be bound by the terms and conditions of this Agreement.

This Agreement is a legal agreement between you (either an individual or a single entity) and Aisera, Inc. ("Aisera") and it governs your use of the Services made available to you by Aisera.

If you do not agree to the terms of this Agreement, do not download or use the Services.

Access and use of the Services is provided to you by Aisera for use strictly in accordance with the terms of this Agreement.

### **Access**

Aisera grants you a revocable, non-exclusive, non-transferable, limited right to access and use the Services strictly in accordance with the terms of this Agreement.

### **User Limitations**

You understand and agree that access and usage of the Services is subject to limitations on the number of Users which limitations are defined in your purchase order, purchase agreement or other Order form outlining your subscription and rights to access and usage of the Services. A "User" means, in the case of an individual accepting these terms on behalf of a company or other legal entity, an individual who is authorized by you to use a Service, for whom you have purchased a subscription (or in the case of any Services provided by Aisera without charge, for whom a Service has been provisioned), and to whom you (or, when applicable, Aisera at your request) have supplied a user identification and password (for Services utilizing authentication). Users may include, for example, your employees, consultants, contractors and agents, and third parties with which you transact business.

### **Restrictions**

You agree not to, and you will not permit others to:

- license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Services or make the Services available to any third party without the consent of Aisera.
- modify, make derivative works of, disassemble, decrypt, reverse compile or reverse engineer any part of the Services.

- remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark) of Aisera or its affiliates, partners, suppliers, or the licensors of the Services.

### **Intellectual Property**

The Services, including without limitation all copyrights, patents, trademarks, trade secrets and other intellectual property rights are, and shall remain, the sole and exclusive property of Aisera

### **Your Suggestions**

Any feedback, comments, ideas, improvements, or suggestions (collectively, "Suggestions") provided by you to Aisera with respect to the Services shall remain the sole and exclusive property of Aisera.

Aisera shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

### **Modifications to Services**

Aisera reserves the right to modify, suspend or discontinue, temporarily or permanently, the Services or any service to which it connects, with or without notice and without liability to you.

### **Updates to Services**

Aisera may from time to time provide enhancements or improvements to the features/functionality of the Services, which may include patches, bug fixes, updates, upgrades, and other modifications ("Updates").

Updates may modify or delete certain features and/or functionalities of the Services. You agree that Aisera has no obligation to (i) provide any Updates, or (ii) continue to provide or enable any particular features and/or functionalities of the Services to you.

You further agree that all Updates will be (i) deemed to constitute an integral part of the Services, and (ii) subject to the terms and conditions of this Agreement.

### **Protection of Your Data**

"Your Data" means electronic data and information submitted by or for you to the Services, including Content.

Aisera will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law, or (c) as you expressly permit in writing.

### Third-Party Services

The Services may display, include or make available third-party content (including data, information, services and other products and services) or provide links to third-party websites or application ("Third-Party Services").

You acknowledge and agree that Aisera shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect thereof. Aisera does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions.

### Term and Termination

This Agreement shall remain in effect until terminated by you or Aisera.

Aisera may, in its sole discretion, at any time and for any or no reason, suspend or terminate this Agreement with or without prior notice.

This Agreement will terminate immediately, without prior notice from Aisera, in the event that you fail to comply with any provision of this Agreement. You may also terminate this Agreement by deleting the Services and all copies thereof from your mobile device or from your computer.

Upon termination of this Agreement, you shall cease all use of the Services and delete all copies of the Services from your mobile device or from your computer.

Termination of this Agreement will not limit any of Aisera's rights or remedies at law or in equity in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement.

### Indemnification

You agree to indemnify and hold Aisera and its parents, subsidiaries, affiliates, officers, directors, employees, consultants, agents, partners and licensors (if any) harmless from any claim or demand, including reasonable attorneys' fees, due to or arising out of your: (a) use of the Services; (b) violation of this Agreement or any law or regulation; or (c) violation of any right of a third party.

Aisera shall indemnify, defend and hold harmless you and your parents, subsidiaries, affiliates, officers, directors, managers, shareholders, members, employees, agents, partners, authorized users and successors and assigns (each, a "Customer Indemnitee") from and against any and all losses of any nature arising out of or relating to any claim, suit, action or proceeding (each, an "Action") by a third party to the extent that such losses arise from any

allegation in such Action that Customer's (or an authorized user's) use of the Services in material compliance with this Agreement infringes an intellectual property right.

### **No Warranties**

The Services is provided to you "AS IS" and "AS AVAILABLE" and with all faults and defects without warranty of any kind. To the maximum extent permitted under applicable law, Aisera, on its own behalf and on behalf of its affiliates and its and their respective licensors and service providers, expressly disclaims all warranties, whether express, implied, statutory or otherwise, with respect to the Services, including all implied warranties of merchantability, fitness for a particular purpose, title and non-infringement, and warranties that may arise out of course of dealing, course of performance, usage or trade practice. Without limitation to the foregoing, Aisera provides no warranty or undertaking, and makes no representation of any kind that the Services will meet your requirements, achieve any intended results, be compatible or work with any other software, services, systems or services, operate without interruption, meet any performance or reliability standards or be error free or that any errors or defects can or will be corrected.

Without limiting the foregoing, neither Aisera nor any Aisera's provider makes any representation or warranty of any kind, express or implied: (i) as to the operation or availability of the Services, or the information, content, and materials or products included thereon; (ii) that the Services will be uninterrupted or error-free; (iii) as to the accuracy, reliability, or currency of any information or content provided through the Services; or (iv) that the Services, its servers, the content, or e-mails sent from or on behalf of Aisera are free of viruses, scripts, trojan horses, worms, malware, timebombs or other harmful components.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

### **Limitation of Liability**

Notwithstanding any damages that you might incur, the entire liability of Aisera and any of its suppliers under any provision of this Agreement and your exclusive remedy for all the foregoing shall be limited to the amount actually paid by you for use of the Services.

To the maximum extent permitted by applicable law, in no event shall Aisera or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, for loss of data or other information, for business interruption, for personal injury, for loss of privacy arising out of or in any way related to the use of or inability to use the Services, third-party software and/or third-party hardware used with the Services, or otherwise in connection with any provision of this Agreement), even if Aisera or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

Some states/jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### **Severability**

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

### **Waiver**

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

### **For U.S. Government End Users**

The Services and related documentation are "Commercial Items", as that term is defined under 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used under 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. In accordance with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

### **Export Compliance**

You may not export or re-export the Services except as authorized by United States law and the laws of the jurisdiction in which the Services was obtained.

In particular, but without limitation, the Services may not be exported or re-exported (a) into or to a nation or a resident of any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By installing or using any component of the Services, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

### **Amendments to this Agreement**

Aisera reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

By continuing to access or use our Services after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Services.

### **Governing Law**

The laws of California, United States, excluding its conflicts of law rules, shall govern this Agreement and your use of the Services. Your use of the Services may also be subject to other local, state, national, or international laws.

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Good.

### **Contact Information**

If you have any questions about this Agreement, please contact us.

### **Use of Logo and Customer name**

You authorize Aisera to use your name and Logo in its customer and website lists.

### **Entire Agreement**

The Agreement and any purchase orders or other order forms purchasing these services constitute the entire agreements between you and Aisera regarding your use of the Services and supersede all prior and contemporaneous written or oral agreements between you and Aisera

You may be subject to additional terms and conditions that apply when you use or purchase other Aisera's services, which Aisera will provide to you at the time of such use or purchase.

### **Privacy Policy** (last updated: June 23, 2018)

#### **1. Introduction**

Aisera provides an AISM & AIOPS Software as a Service (SaaS). At Aisera the privacy and security of the Users, its customers, and other service requestors (Requestors) are of paramount importance. Aisera is committed to protecting the data you share with us. This privacy policy explains how Aisera processes information that can be used to directly or indirectly identify an individual ("Personal Data") collected through use of its platform.

For the purposes of this policy, Aisera defines the term "User" as an entity with which Aisera has an established relationship.

Any information stored on Aisera's platform is treated as confidential. All information is stored securely and is accessed by authorized personnel only. Aisera implements and maintains appropriate technical, security and organizational measures to protect Personal Data against unauthorized or unlawful processing and use, and against accidental loss, destruction, damage, theft or disclosure.

#### **2. Collection and use**

##### **2.1. General**

The following sections cover the specifics of each of the two groups from which data is collected: Users and Requestors.

## **2.2. Purpose of processing personal data**

Aisera uses the collected data to analyze and manage ITSM and Customer Service Tickets (Service Tickets) and to provide automated responses to Requestors in answer to individual service requests. In addition, Aisera analyzes current and historical Service Tickets using Artificial Intelligence to provide solutions to address current service requests and provide these answers to the Requestors.

## **2.3. Sharing personal data**

Aisera does not retain nor share the analyzed data.

## **2.4. Inquires**

If you wish to inquire about your Personal Data which data may have been analyzed in an Aisera application, we recommend that you contact your IT department.

## **2.5 Users**

### 2.5.1. General

To provide services to its Users and Requestors, Aisera analyzes certain types of data generated from within User provided service ticket systems. This section will describe how this data is collected and used by Aisera as well as geographical differences that effect this policy. All Data analyzed or used in an Aisera application such as texts, questions, contacts, media files, etc., remains the property of the User and if the data is inadvertently obtained by Aisera may not be shared with a third party without express consent from the User.

### 2.5.2 Collection of User data

During use of Aisera's application, Users and/or Requestors do not provide any additional information except what is contained in the Service Ticket. The information analyzed is provided by the User and used by Aisera to identify the service request and details of the issue being reported. Aisera provides the Requestor with support, services, and knowledge obtained from current and historical User provided service tickets, information obtained from public and internal knowledge bases and provides to the Requestor the best available knowledge to address their issue.

### 2.5.3 Collection of Requestor data

It is the User's responsibility to ensure that collection and processing of data is done in accordance with applicable law. Aisera will not process Personal Data for other purposes or by other means than instructed by its Users.

Requestor data includes only data provided by the User. Personal Data may include personal contact information such as name and email address. Information provided by Requestors to identify their service request needs may also include Personal Data.

For Users and/or Requestors in the EEA, the User will be the "controller", as defined in the Directive and the GDPR. The purpose will consequently be defined by Aisera's User.

#### 2.5.4. Geographical location

Thru use of data centers provided by Amazon Web Services, Aisera offers a number of data regions. An Aisera “Data Region” is a set of data centers located within a defined geographical area where User and Requestor data is stored. Personal Data is not transmitted between Data Regions. For Aisera Users with accounts located in Aisera’s European Data Region, all Personal Data is processed in the EEA. For Users with accounts in the Data Regions: United States of America (US) and Canada, all Personal Data is processed solely in the respective country. For Users with accounts in our Asia Pacific Data Region, all Personal Data is processed in Singapore.

##### 2.5.4.1 Processing in the European Economic Area (EEA)

For Users with accounts located in Aisera’s European Data Region, all processing of Personal Data is performed in accordance with privacy rights and regulations following the EU Directive 95/46/EC of the European Parliament and of the Council of 24 October 1995 (the Directive), and the implementations of the Directive in local legislation. From May 25th, 2018, the Directive and local legislation based on the Directive will be replaced by the Regulations (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of such data, known as the General Data Protection Regulation (GDPR), and Aisera’s processing will take place in accordance with the GDPR.

##### 2.5.4.1.1 Controller

Aisera processes Personal Data both as a Processor and as a Controller, as defined in the Directive and the GDPR:

The Aisera entity with which you as a User entered an agreement when using Aisera’s platform, will be the Controller for User data, as outlined above in “Collection of User data” section.

For Requestor data, as outlined in the “Collection of Respondent data” section, the User will be the Controller in accordance with Directive and GDPR, and Aisera will be the Processor.

Aisera adheres to the Directive of 1995 and the GDPR from May 25th, 2018. Consequently, Aisera processes all data provided by its Users with accounts in its European Data Region, in the European Economic Area (EEA) only.

If collected, all data collected by Aisera Users will be stored exclusively in secure hosting facilities provided by Amazon Web Services. Aisera has a data processing agreement in place with its provider, ensuring compliance with the Directive. All hosting is performed in accordance with the highest security regulations. All transfers of data internally in the EEA is done in accordance with this data processing agreement.

##### 2.5.4.2 Processing in the United States of America (US)

For Users with accounts in the Aisera US Data Region, Aisera processes data solely in data centers located in the US. Aisera has adopted reasonable physical, technical and organizational safeguards which substantially mirror the EU safeguards against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, access, use or processing



of the User's data in Aisera's possession. Aisera will promptly notify the User in the event of any known unauthorized access to, or use of, the User's data.

Aisera's contract with its hosting provider ensures that all hosting is performed in accordance with the highest security regulations. Aisera's policy is to protect and safeguard any personal information obtained by Aisera in accordance with United States state or federal laws governing the protection of personal information and data. Accordingly, Aisera adheres to practices and policies that aim to safeguard the data.

#### 2.5.4.3 Processing in Canada

For Users with accounts in the Aisera Canada Data Region, Aisera processes data solely in data centers located in Canada. Aisera has adopted reasonable physical, technical and organizational safeguards which substantially mirror the EU safeguards against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, access, use or processing of the Users data in Aisera's possession. Aisera will promptly notify the User in the event of any known unauthorized access to, or use of, the User's data.

Aisera's contract with its hosting provider ensures that all hosting is performed in accordance with the highest security regulations. Aisera's policy is to protect and safeguard any personal information obtained by Aisera in accordance with Canadian laws governing the protection of personal information and data. Accordingly, Aisera adheres to practices and policies that aim to safeguard the data.

#### 2.5.4.4 Processing in other regions

For Users with accounts in our Asian Pacific Data Region, Aisera processes data solely in data centers located in Singapore. Aisera has adopted reasonable physical, technical and organizational safeguards which substantially mirror the EU safeguards against accidental, unauthorized or unlawful destruction, loss, alteration, disclosure, access, use or processing of the Users data in Aisera's possession. Aisera will promptly notify the User in the event of any known unauthorized access to, or use of, the User's data.

Aisera's contract with its hosting provider ensures that all hosting is performed in accordance with the highest security regulations. Accordingly, Aisera adheres to practices and policies that aim to safeguard the data.

### **3. Retention and deletion**

Aisera will not retain data longer than is necessary to fulfill the purposes for which it was collected or as required by applicable laws or regulations. For Requestors data, Aisera's Users have control of the purpose for collecting data, and the duration for which the Personal Data may be kept. For Requestor data, Users will have the responsibility to delete data when required. When a Users' account is terminated or expired, all Personal Data collected through the platform will be deleted, as required by applicable law.

### **4. Acceptance of these Conditions**

We assume that all Users of Aisera's platform have carefully read this document and agree to its contents. If someone does not agree with this privacy policy, they should refrain from using our platform. We reserve the right to change our privacy policy as necessity dictates.

Continued use of the Aisera platform after having been informed of any such changes to these conditions implies acceptance of the revised privacy policy. This privacy policy is an integral part of Aisera's terms of use.

## **5. Our Legal Obligation to Disclose Personal Information**

We will reveal a user's personal information without his/her prior permission only when we have reason to believe that the disclosure of this information is required to establish the identity of, to contact or to initiate legal proceedings against a person or persons who are suspected of infringing rights or property belonging to Aisera or to others who could be harmed by the user's activities or of persons who could (deliberately or otherwise) transgress upon these rights and property. We are permitted to disclose personal information when we have good reason to believe that this is legally required.

## **6. Aisera's Data Protection Officer**

Aisera has a "Data Protection Officer" who is responsible for matters relating to privacy and data protection. This Data Protection Officer can be reached at the following address:

Aisera, Inc.  
Attn: Data Protection Officer  
1121 San Antonio Rd, Suite C202  
Palo Alto, CA 94303  
security@aisera.com

## **7. For Further Information**

If you have any further questions regarding the data Aisera collects, or how we use it, then please feel free to contact us by email at: Admin@Aisera.com, or in writing at:

Aisera, Inc.  
ATTN: Legal  
1121 San Antonio Rd, Suite C202  
Palo Alto, CA 94303