

# Lingsoft Translation Service - Terms of Service

Effective as of May 31 2021.

As a Customer of Lingsoft Translation Service, if not otherwise agreed in writing in the Agreement, you are agreeing on the Terms of Service that are stated in this document, in the related Lingsoft Translation Service documentation, and in any other referred documentation.

If a Customer is an external organisation, a representative of the Customer signing the agreement also warrants to have authority to bind that organisation to the Terms.

Customers will permit access to the Lingsoft Translation Service only by those of its Users who are working for the Customer, and/or are acting solely for the benefit and on behalf of the Customer. Customers will require their Users to comply with the Terms, and applicable laws and regulations. The access is limited to Customer's normal business purposes only.

Users of the Customer may be using Lingsoft Translation Service directly, or in conjunction with other Lingsoft services, or through External Applications of the Customer.

Customers and their Users will comply with all applicable law, regulation, and third party rights. Customers and their Users will not use the Lingsoft Translation Service to encourage or promote illegal activity or violation of third party rights.

## **Definitions**

**"Terms"** means these Terms of Service set out in this document, in the related Lingsoft Translation Service documentation, and in any other referred documentation.

**"Customer"** means an entity that has a valid Agreement with Lingsoft on the use of at least one service from Lingsoft Translation Service.

**"User"** means a person, system, application or similar that has user credentials for using Lingsoft Translation Service.

**“Agreement”** means the agreement between Lingsoft and a Customer on the use of the Lingsoft Translation Service. SLA level, if applicable and agreed in writing, is specified in the Agreement.

**“End User”** means a User, which is using Lingsoft Translation Service through an External Application, End User does not need its own user credentials for Lingsoft Translation Service because of that.

**“External Application”** means a system or an application that is integrated with Lingsoft Translation Service by a User that is representing the External Application.

**“Lingsoft Translation Service”** means one of the following: Lingsoft Neural Machine Translation API, Lingsoft Language Factory APIs, and any User Interface provided by Lingsoft using the aforementioned APIs. Lingsoft Neural Machine Translation API was integrated as part of Lingsoft Speech Service, that’s the origin of the name.

### **Information about the Users**

In order to access Lingsoft Translation Service, Users of the Customer are required to provide user information (such as identification or contact details) as part of the registration process for the Lingsoft Translation Service, or as part of the use of the Lingsoft Translation Service. Any such information provided to Lingsoft shall be up to date and accurate and any changes to that information should be updated without unreasonable delay.

### **Information about the End Users**

If a User of the Customer is an External Application using the Lingsoft Translation Service on behalf of the End Users of that External Application, Customer is bound to provide information about the End Users as described in the Lingsoft Translation Service documentation, at least their user id and organisation id, to Lingsoft Translation Service for billing and statistics purposes while using the Lingsoft Translation Service, unless otherwise agreed in the Agreement.

### **Integration with Lingsoft Translation Service**

Customers and their Users will only access or attempt to access an Lingsoft Translation Service by the means described in the documentation of that Lingsoft Translation Service.

Customers must have a separate written Agreement for all Users that are External Applications. Lingsoft may require that Customers participate in training for the integration of an External Application with Lingsoft Translation Services. Lingsoft may

require that Customers are using a separate testing environment during the development of the integration of an External Application with Lingsoft Translation Services. Lingsoft may require that it will accept the integration of an External Application with Lingsoft Translation Services in the separate testing environment before it can be used in the production environment.

Lingsoft will not normally change the structure of Lingsoft Translation Service in such a way that would interfere with the integration between External Applications and MT at Lingsoft Speech Service. However, if such a change is needed for the functionality of Lingsoft Translation Service. Lingsoft will inform Customers about the changes in good time before they are released into use. Customers will follow the changes in the documentation of Lingsoft Translation Service regularly, and prepare and make any necessary changes to the External Application accordingly.

### **Lingsoft Translation Service API limitations**

Lingsoft may set limits in its sole discretion (temporary or permanent) on the use of Lingsoft Translation Service for the Customer, for example limiting the number of concurrent use or limiting the number of API requests.

### **Subcontracting**

Lingsoft may subcontract obligations under the Agreement but will remain liable to Customer for any subcontracted obligations.

### **Open Source Software**

Some of the software required by Lingsoft Translation Service may be offered under an open source license. Lingsoft Translation Service documentation lists the used open source software. Open source software license expressly and automatically supersedes these Terms and sets forth agreement between Customer and the applicable open source software for that part of the Lingsoft Translation Service.

### **Feedback**

Customers may send feedback to the use of Lingsoft Translation Service, in that case Lingsoft may use it without any obligation to the Customer.

### **Data protection**

Data Processing Agreement between Lingsoft and Customer states the rules for processing personal data under these Terms.

## **User Privacy**

Customers will comply with applicable privacy laws and regulations. Customers will provide their Users with clear information about what personal data is collected by the Users in Lingsoft Translation Service, as described in the Privacy Policy of Lingsoft Translation Service.

## **Monitoring**

Customers agree that Lingsoft may monitor the use of Lingsoft Translation Service to ensure quality, improve the use of Lingsoft Translation Service and to verify the compliance with the Terms. Lingsoft may suspend access to the Lingsoft Translation Service for the Users of the Customer without notice, if Lingsoft has reason to believe that they violate the Terms.

## **Prohibitions**

Customers and their Users, while using the Lingsoft Translation Service may not

- A. Intentionally or unintentionally interfere with the Lingsoft Translation Service or their infrastructure (servers or network)
- B. Alter any documentation of Lingsoft Translation Service
- C. Send inappropriate or illegal data to the Lingsoft Translation Service
- D. Sublicense the Lingsoft Translation Service without the prior written consent of Lingsoft
- E. Use the content returned by Lingsoft Translation Service to develop or adapt other MT services. This includes, but is not limited to, using the returned content for creating back-translated content for MT development or adaptation.

## **Confidentiality**

Customers will be responsible for ensuring that their User and End Users diligently maintain any user credentials or similar credentials in confidence and do not disclose them to any third party. Customers are fully liable for any use or misuse of user credentials and for all actions taken in Lingsoft Translation Service with its user credentials. Customers will notify Lingsoft immediately of any unauthorized use of the user credentials or any other breach of security with respect to Lingsoft Translation Service.

Lingsoft communication and Lingsoft Translation Service documentation may contain Lingsoft confidential information, in that case it is marked as confidential. If Customers or their Users receive such information, then they will not disclose it to any third party without prior written consent of Lingsoft.

## **Copyrights and other intellectual property rights**

All copyrights and other intellectual property rights in and to the Lingsoft Translation Service and any updates, changes, developments and modifications thereof are and shall at all times remain the sole and exclusive intellectual property of Lingsoft and/or third parties. The Customer, its User and End User acknowledge and agree that Lingsoft does not transfer any of its intellectual property rights or third party intellectual property rights to the Customer, its User or End User under these Terms and that Lingsoft reserves all rights related to the Lingsoft Translation Service.

## **Submission of data**

Customers and their Users are fully and solely responsible for the accuracy, quality, integrity, legality, reliability, appropriateness and right to use of all data that is sent to the processing of Lingsoft Translation Service including any documents or text files.

Unless otherwise agreed in writing between Lingsoft and the Customer by submitting, uploading, providing, transmitting or otherwise making available data on or through the Lingsoft Translation Service, or by making data available via the support, Customers grant to Lingsoft a non-exclusive, royalty-free, worldwide, perpetual, irrevocable, transferable and sublicensable right and license to access, use, process, transmit, adapt and modify the data as required for Lingsoft and its subcontractors and service providers to provide, operate, improve, secure, support, and enhance Lingsoft Translation Service, to respond to service or technical issues, and to operate its business.

Unless otherwise agreed in writing between Lingsoft and the Customer, the Customers acknowledge and agree that both during the term of the Agreement and thereafter, Lingsoft may collect, analyze, distribute, copy and use anonymized or aggregated data derived from data (subject to Lingsoft's compliance with applicable law and confidentiality obligations), including the purpose of providing, operating, analyzing, and improving Lingsoft Translation Service and Lingsoft's products and services.

## **Prevention of use**

Lingsoft may immediately prevent all or part of Customer's use of the Lingsoft Translation Service if:

- a. Customer is in breach with the Terms
- b. Lingsoft reasonably believes any Customer's, User's or End User's use of the Lingsoft Translation Service could adversely impact the Lingsoft Translation Service
- c. Lingsoft reasonably believes that prevention of use is required to comply with any applicable law

- d. there is suspected unauthorized third-party access to the Lingsoft Translation Service

Lingsoft will remove any such prevention of use when the circumstances giving rise to it have been settled.

### **Termination**

If the Customer wants to terminate the Terms, then the Customer must provide Lingsoft with a prior written notice in accordance with the Agreement and cease the use of the Lingsoft Translation Service.

Lingsoft reserves the right to terminate the Terms with a Customer or discontinue an Lingsoft Translation Service or any feature of it and any time without liability or obligation to the Customer, unless otherwise agreed in the Agreement.

### **No Warranties**

The Customer, its Users and End Users use Lingsoft Translation Service at their own risk and expense. Lingsoft does not make any specific guarantee or warranty, expressed or implied, about Lingsoft Translation Service, for example about the functions, content, availability or reliability or non-infringement of any third party rights except what is specifically agreed in writing in the Terms and the Agreement.

### **Limitation of Liability**

Lingsoft is liable for any direct damage or loss Lingsoft caused to the Customer by breaching the Terms or the Agreement with willful misconduct or gross negligence. Lingsoft is not liable in any circumstances for any indirect, consequential or punitive damage or loss including but not limited to loss of profit, loss of business or cover purchases Lingsoft caused to the Customers or their Users or End Users by breaching these Terms or the Agreement.

### **Modifications**

Lingsoft may modify the Terms, for example, to reflect changes to the law or changes to Lingsoft Translation Service. Customers should check and read the Terms regularly. Lingsoft will post notice of modifications to the Terms to the website agreed in the Agreement. Changes will not apply retroactively and will become effective no sooner than 30 days after they are posted. But changes addressing new functions for an Lingsoft Translation Service or changes made for legal reasons will be effective immediately. If a Customer does not agree on the modified Terms for an Lingsoft Translation Service, that Customer should discontinue its use of that Lingsoft Translation

Service, continued use of the Lingsoft Translation Service constitutes the acceptance of the modified Terms.

### **Governing Law and Dispute Resolution**

The Terms and the Agreement shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions. Any dispute, controversy or claim arising out of or relating to the Terms or the Agreement, or the breach, termination or validity thereof, shall be finally and exclusively settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki Finland. The language of the arbitration shall be Finnish. However, Lingsoft shall be entitled to apply directly to any court of law in any country in cases of default in payment.