

## Findable Terms of Service

These terms of service ("**Agreement**") constitutes an agreement between Findable AS, with its business address at Sonja Henies plass 4, 0185 Oslo, Norway ("**Us**" or "**We**"), and the company referenced in the Order Form that incorporates this Agreement ("**Customer**") and governs the Customer's right to access and use Our cloud-based software platform that digitizes building documentation and uses machine learning / AI to classify building documentation, making it searchable and supporting the automation of facility management workflows ("**Solution**"). If you are a Third-Party User, in consideration of being granted access your use is subject to the terms and conditions of this Agreement. The Customer confirms that it has read, understood, and accepted Our privacy policy and informed its users that it is available at [Findable Privacy Policy](#).

This Agreement takes effect when the Customer accepts the Order Form or first accesses the Solution, whichever comes first. If you accept this Agreement on behalf of the Customer, you represent and warrant that you have full authority to bind the Customer to this Agreement.

### 1 DEFINITIONS

1.1 In addition to other expressions that may be defined elsewhere in this Agreement, the following expressions shall have the meanings set forth below:

"**Authorized User(s)**" means person(s) within the Customer's organisation authorized to use the Solution.

"**Third-Party Users**" means legal entities authorized by the Customer to access the Solution for the purpose of viewing Customer Data in the Solution.

"**Confidential Information**" means all non-public information, whether oral or written, relating to the Party's business, affairs, products and services that has or could have commercial value to the Party disclosing such information (the "**Disclosing Party**"), whether made available in writing or oral, and whether or not identified by the Disclosing Party at the time of disclosure as being confidential to the Disclosing Party.

"**Customer Data**" means all data, including but not limited to text, data and/or images that are provided by or on behalf of the Customer for processing in the Solution.

"**Solution Materials**" means all documentation provided with the Solution, including but not limited to, technical instructions for using the Solution APIs and the integration guidelines.

"**Intellectual Property Rights**" means any patents, rights to inventions, copyrights and related rights, trademarks, trade names, domain names, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property right or proprietary right recognized in any country or jurisdiction in the world, whether registered or not, and whether in existence as of the effective date or arising or recognized thereafter and all applications and registrations therefor.

"**Order Form**" means the standard order form completed by the Customer for the purchase of access to the Solution. The Order Form is incorporated into the Agreement by reference.

## **2 USE OF THE SOLUTION**

### **2.1 Right to use**

2.1.1 Subject to the Customer's compliance with this Agreement, the Customer is granted a non-exclusive, non-transferable right to access and use the Solution and Solution Materials for its internal business purposes in accordance with this Agreement and the applicable Order Form.

### **2.2 Authorized Users and Third-Party Users**

2.2.1 The Customer shall ensure that only Authorized User(s) are permitted access to the Solution and that such Authorized User(s) use the Solution in accordance with this Agreement. The Customer may grant Third-Party Users the ability to view Customer Data in the Solution and shall ensure that such Third-Party Users comply with this Agreement. For the avoidance of doubt, the Customer is solely responsible for the activity on its account, its Third-Party Users, and any associated use of the Solution. A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

2.2.2 The Customer shall immediately notify Us of any loss and/or theft of any passwords or usernames related to the Solution and any unauthorized use of the Solution.

### **2.3 Restrictions and obligations**

2.3.1 The Customer must not attempt, permit or enable others to:

- a) Sell, lease, rent, copy, and/or provide access to the Solution, Solution API or the Solution Materials to any third party other than granting access to Third-Party Users as described in clause 2.2.1;
- b) share Authorized User(s) passwords and/or user ID with any other individual;
- c) violate any applicable laws or regulations while using the Solution, Solution API or the Solution Materials;
- d) upload, make available and/or share any information which (i) violates the rights of third parties, including but not limited to, any Intellectual Property Rights or the privacy rights of third parties, or (ii) contains any false, fraudulent, illegal, harmful and/or defamatory materials;
- e) scan and/or test the vulnerability of the Solution or Solution API, or breach, disable, circumvent, remove or damage any authentication or security measures or any other technical or license restrictions on the Solution or Solution API;
- f) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Solution or any software, documentation or data related to the Solution or Solution API;
- g) use the Solution, Solution API or Solution Materials in any way to develop, test, enhance or calibrate any derivative works, models, system, or services that are similar to the Solution, Solution API or Solution Materials;
- h) use the Solution API to circumvent restrictions in the Solution or gain unauthorized access to data and operations in the Solution; or

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- i) misrepresent or mask the Customer's identity when using and interacting with the Solution API.
- 2.3.2 The Customer may have access to the Solution API and Solution API keys and shall restrict disclosure of such Solution API keys to employees and consultants that are (i) necessary for the Customer's integration with the Solution and (ii) subject to confidentiality obligations materially similar to those set out in this Agreement. The Customer shall immediately notify Us if the Customer becomes aware of any loss of or unauthorized use of Solution API keys.
- 2.3.3 The Customer acknowledges and agrees that We reserve the right to (i) impose restrictions on the number and frequency of calls made to the Solution API, and (ii) perform audits to verify that the Solution API is used in accordance with the Solution Materials. The Customer is solely responsible for the Customer's own and its third parties' use of the Solution API, including such third parties' compliance with this chapter 2.3.
- 2.3.4 The Customer shall:
- (a) Provide all reasonable cooperation necessary for Our ongoing delivery of the Solution;
  - (b) comply with Our reasonable instructions regarding the use of the Solution and ensure that it has the rights, hardware, software and network connectivity necessary to access and use the Solution; and
  - (c) use high quality data in the Solution.
- 2.3.5 If We become aware of any breach of this Agreement in connection with the Customer's or a Third-Party User's use of the Solution, We reserve the right to (i) suspend the Customer's and the Third-Party User's access to the Solution, (ii) delete any infringing Customer Data, (iii) take any reasonable action We consider appropriate to remedy and avoid such events, and/or (iv) pursue any legal rights available to Us under applicable law. In the event of suspension of access or deletion of Customer Data, We will notify the Customer as soon as reasonably possible, however such notice may also be provided after suspension or deletion. If the breach of this Agreement is a payment default, the Customer's access to the Solution may be suspended with seven (7) calendar days' notice if the overdue payment, including any late payment interest, has not been paid within thirty (30) calendar days of the due date. The Customer remains responsible for all fees incurred until the date of suspension and any applicable fees for the parts of the Solution the Customer still has access to. Our right to suspend the access to the Solution is in addition to any other remedies available to Us under the Agreement or applicable law.
- 2.3.6 The Customer shall keep Us informed of any local laws and regulations, which are applicable to the Solution and give Us as much advance written notice as reasonably possible of any prospective changes in such local laws and regulations.

## **3 CUSTOMER DATA AND INTELLECTUAL PROPERTY RIGHTS**

- 3.1** The Customer acknowledges and agrees that its rights in and to the Solution are solely the limited license expressly provided herein, without any implied right of any kind and that all right, title and interest, including all Intellectual Property Rights related to the Solution, Solution API, Solution Materials, and any modifications or improvements thereof, are under the sole and exclusive ownership of Findable AS or its licensors, and that this Agreement does not transfer or grant any rights in any Intellectual Property Rights related to the Solution, Solution API or Solution Materials. All such Intellectual Property Rights not expressly licensed herein are hereby reserved by Us.

**3.2** All rights of ownership and any Intellectual Property Rights relating to Customer Data belongs to the Customer. This Agreement does not transfer or grant any rights in any Intellectual Property Rights related to the Customer Data, except as set out below. The Customer grants Us the right to utilize Customer Data for the purpose of performing our obligations under this Agreement, and a royalty-free, perpetual, non-exclusive, sub-licensable, assignable, irrevocable right to aggregate, collect and use data relating to the performance of the Solution for the purpose of maintaining, developing and improving Our products and services.

**3.3** Upon any termination, We will make Customer Data available to the Customer for electronic retrieval for a period of fourteen (14) days after termination. After the 14-day period, We may delete the Customer Data.

## **4 CONFIDENTIALITY**

**4.1** Each party shall hold the other party's Confidential Information in confidence and not make such Confidential Information available to any third party, unless agreed in writing by the Disclosing Party.

**4.2** These confidentiality restrictions shall not apply to Confidential Information:

(a) lawfully in the public domain;

(b) lawfully possessed by the recipient before disclosure by the other party;

(c) lawfully disclosed to a party by a third party without obligation of confidentiality;

(d) independently developed by a party without reference to the other party's Confidential Information; or

(e) if any disclosure is compelled by a court or other competent authority. The compelled party shall give prior written notice at least ten (10) calendar days prior to any disclosure or such shorter period as set in any order of any court or government agency with cognisance of any actual or potential requirement of any court or government agency to disclose any Confidential Information and shall permit either party to seek a protective order limiting such disclosure.

**4.3** Each party may only disclose Confidential Information to those of its employees, contractors or agents that are necessary to carry out the purposes of this Agreement. Any such recipient of Confidential Information shall be informed of its confidential nature, his or her obligations hereunder and shall be bound to maintain a duty of confidentiality substantially in the form of this Agreement.

**4.4** Neither party shall use the other's Confidential Information for any purpose other than the implementation of this Agreement. Each party shall take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, agents or independent contractors in breach of the terms of this Agreement.

- 4.5** A party may retain copies of the other party's Confidential Information to the extent required to comply with its legal obligations, and as kept or maintained for an established duration as backup data for disaster recovery purposes or in a party's general working papers in the ordinary course of business. Such Confidential Information, as applicable, will remain subject to the terms and conditions herein until returned or destroyed. Otherwise, each party shall return or destroy any and all copies of Confidential Information of the other party at the conclusion of the permitted purpose, or if sooner, upon request.

## **5 PAYMENT**

- 5.1** All prices and payment terms are set out in the applicable Order Form.
- 5.2** All prices may be adjusted at the beginning of every calendar year by an amount equivalent to the increase in the Consumer Prices Index (CPI) as published by the Office for National Statistics in the UK, with the initial reference index value being the index value for the month in which the Agreement was formed. The price may also be adjusted to the extent that regulations or administrative decisions pertaining to indirect taxes are amended in a way that affects the calculation of Our costs.
- 5.3** If the Customer fails to make payment by the agreed time, We shall be entitled to claim a late payment interest on any overdue amount, pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.

## **6 DISCLAIMER AND LIMITATION OF LIABILITY**

- 6.1** The Solution, Solution API and Solution Materials is provided to the Customer on an "as is" and "as available" basis. We disclaim all warranties, representations, and conditions, express or implied, including, but not limited to, warranties as to (i) the Solution, Solution API and Solution Materials' availability, correctness, accuracy, reliability, quality, non-infringement, and fitness for a particular purpose, and (ii) that the Customer's use of the Solution will be uninterrupted or error free.
- 6.2** In no event shall either party be liable to the other for any special, exemplary, indirect or consequential damages, including but not limited to, any (i) loss of profits (whether direct or indirect), sales or business, (ii) business interruption, (iii) loss or corruption of data or information (iv) loss of business opportunity, goodwill and/or reputation, (v) third party claims (except in an event as set out in clause 2.3.1 (d) and clause 7) or (vi) any other special, indirect or consequential loss costs, damages, charges or expenses however arising under this Agreement.
- 6.3** Each Party's total liability for any reason and all causes of action arising out of or relating to this Agreement (whether based in contract, tort (including negligence), strict liability or otherwise) shall be limited to an amount equal to the then current annual revenue under this Agreement, excluding value added tax. This limitation shall apply even if a Party has been advised of the possibility of such damages, and notwithstanding any failure of essential purpose of any limited remedy.
- 6.4** The said limitations shall not apply in the case of gross negligence or wilful misconduct on the part of the defaulting Party or anyone for whom it is responsible.

## **7 THIRD PARTY INFRINGEMENT CLAIMS**

- 7.1** We agree (a) to assume the defence of any actions brought against the Customer for the infringement of any Intellectual Property Rights arising solely from the use of the Solution, (b) to assume the expense of such defence, and (c) subject to clause 6.3 to indemnify the Customer against any money damages and/or costs including reasonable legal counsel fees awarded in such suits; provided (i) that We are given exclusive control of the defence of such suit and all negotiations relative to the settlement thereof, (ii) that the Customer have made all payments then due, (iii) that the Customer promptly informs Us in writing of any claims with respect to which We may assume responsibility hereunder, and (iv) that the Customer or its Authorized User(s) has not committed any act or omissions whereby Our Intellectual Property Rights may become prejudiced or void.
- 7.2** The Customer shall not agree to any settlement, nor make any admission or take, or fail to take, any action where such admission, action, or failure to act could reasonably be expected to prejudice the defense of such claims.
- 7.3** If We, in Our reasonable opinion, determine that such claims brought against the Customer are likely to be successful, We shall use reasonable efforts to procure for, supply to, or modify for the Customer the affected parts of the Solution so that the Customer may use a non-infringing version. Notwithstanding the above, if We, in Our reasonable opinion, consider the above not to be practicable, the Customer may terminate this Agreement by written notice.
- 7.4** This clause 7 states the sole and exclusive remedy for the Customer and any person or entity claiming through them in relation to any claim that the Solution infringe intellectual property rights of a third party.

## **8 TERM AND TERMINATION**

- 8.1** This Agreement will last for the initial term specified in the applicable Order Form and shall be automatically renewed for additional periods of the same duration as the initial term (collectively, the “**Term**”), unless terminated by either party by giving ninety (90) days' written notice prior to the end of the then-current term.
- 8.2** Upon termination of this Agreement, for whatever reason:
- a) the Customer's and any Third-Party User's access to the Solution will be discontinued;
  - b) without limiting Our rights in clauses 3.1 and 3.2, each party shall, at the other party's request, either return or destroy any Confidential Information, Solution Materials or other information relating to the Solution in its possession, at its own expense;
  - c) all outstanding invoices (if any) shall become immediately payable; and
  - d) the Customer shall cease to use any of Our Intellectual Property Rights.

## **9 SECURITY AND PERSONAL DATA**

- 9.1** The parties' rights and obligations in connection with the processing of personal data in the Solution are set out in the [Findable Data Processing Terms](#).
- 9.2** We will always implement and maintain commercially reasonable technical and organisational measures designed to ensure a level of security appropriate to the risk associated with the nature of the Solution.

## **10 CHANGES**

- 10.1** We may from time to time (i) make or offer new applications or functionality in the Solution (some of which may require the Customer to accept new terms and conditions), (ii) make updates, modifications or amendments to the Solution and Solution Materials, and (iii) discontinue applications or functionality in the Solution. We will use reasonable efforts to notify the Customer of any material changes to the Solution and/or Solution Materials.
- 10.2** We may modify this Agreement from time to time, in which case we will post a new version on this site and notify the Customer of the changes. Minor changes will enter into force when notified, while material changes will enter into force at the next renewal of the Agreement. The Customer's continued use of the Solution following such renewal constitutes acceptance of the changes.

## **11 GENERAL PROVISIONS**

- 11.1** We may assign or novate our rights and obligations under this Agreement to another company. The Customer may only assign or novate the Customer's rights and obligations under this Agreement to another company if We agree in writing.
- 11.2** We may use, and share information with, subcontractors to provide the Solution to the extent necessary to fulfil Our obligations under this Agreement.
- 11.3** The Customer hereby agrees to be identified as Our customer and that We may refer to the Customer by name and/or trade name and that We may briefly describe the Customer's business in our marketing materials, on Our web site and in public documents. The Customer hereby grants Us a license to use the Customer's name and any of the Customer's trade names and logos for the purpose set out herein.
- 11.4** Each of the provisions of this Agreement operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining provisions will remain in full force and effect.
- 11.5** Nothing herein, express or implied, is intended to or shall be construed to confer upon or give to any person, firm, corporation or legal entity, other than the parties hereto and their successors and permitted assigns, any interests, legal or equitable rights, remedies or other benefits with respect to or in connection with any agreement or provision contained herein or contemplated hereby.
- 11.6** The parties are independent contractors, and nothing hereunder shall be construed to create any franchise, joint venture, trust, partnership, employment or other similar relationship between the parties for any purpose whatsoever. Each party acknowledges and agrees that this Agreement and the Solution provided hereunder are non-exclusive and either party may contract with other parties for any services.
- 11.7** This Agreement shall be construed in accordance with and governed by the laws of England and Wales and the High Court in London shall be the exclusive venue for any disputes arising out of this Agreement.
- 11.8** General notices under this Agreement and inquires shall be made to [hello@findable.no](mailto:hello@findable.no). Requests for support shall be made to [support@findable.no](mailto:support@findable.no).

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- 11.9** Feel free to submit ideas, feedback and suggestions ("**Suggestions**") that might help Us improve the Solution. By sending Us Suggestions, the Customer grants Us a non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable right to use, modify, copy, distribute and, in any other way, utilize the Customer's Suggestions.