

T&C FOR SDK TRIAL

DEFINITIONS

- **Account** - means a hosted account established for the End User in the Software including a set of data, including User Data and Health Demographic Data);
- **Confidential Information** - means information regarding the one Party's business activities, such as commercial, financial, organizational or technological information, as well as any other information that may have economic value for which the Party has taken the necessary steps to maintain its confidentiality;
- **Admin Panel** - means a hosted account established for the Partner at <https://admin.shen.ai>;
- **End User** - means a natural person who meets the requirements set out in the Regulations and uses the Software;
- **Health Demographics Data** - refers to user-provided information with the use of SDK, including age, gender, weight, height, nationality, smoking status, physical activity, and similar health-related attributes, utilized to render health risk and indices within Health Marker(s);
- **Health Marker(s)** - means health metrics and measurements (e.g., Heart Rate, Blood Pressure, Body Mass Index) obtained solely through the video-based facial analysis and health risk and indices calculated with use of Health Demographics Data and algorithms with the use of SDK;
- **Intellectual Property Rights** - mean any intellectual property or proprietary rights, including but not limited to copyright rights, trademarks (including logos, slogans, trade names, service marks), patent rights (including patent applications and disclosures), know-how, inventions, rights of priority, and trade secret rights, recognized in any country or jurisdiction in the world;
- **License** - means a license granted by the Company to the Partner to use the Shen.AI and SDK under and for the duration of the Agreement;
- **Personal Data** - means any information that relates to an identified or identifiable living natural person within the meaning of international or domestic legal regulations on the area of personal data protection;
- **Regulations** - means a document prepared by the Partner, setting out the rules for the provision of Services under the Software, which specifies in particular the mutual rights and obligations of the End User and the Partner and/or any other third party responsible for the provision of Services;
- **Requirements** - means all technical conditions for making Scans with SDK, as indicated at: <http://developers.shen.ai/>;
- **Scan** - means the activity of performing an analysis using SDK, resulting in the generation and presentation of Health Marker(s);
- **Services** - mean services provided to the End User by electronic means with the use of the Software, enabling in particular making of Scans;
- **Shen.AI** - means computer vision & AI-powered platform for data acquisition, analysis and interpretation of Health Markers, invented and developed by the Company;

- **Shen.AI SDK** - (also referred as “SDK”) means a set of development tools in one installable package for integrating the Software with Shen.AI, also known as Software Development Kit;
- **Software** - means any technological solution, especially software (incl. web, mobile or desktop application) created or developed by the Partner;
- **User Data** - refers to Health Marker(s) of End User resulting from the Scan with the use of the Software;

PARTIES RIGHTS AND OBLIGATIONS

1. For the Partner

1.1. The Partner undertakes to use the Shen.AI and SDK only for the purpose specified in the Agreement.

1.2. The Partner is solely responsible for:

- a) any consents and notifications required in particular for using the Services;
- b) any processing of Personal Data (if applicable);
- c) use of Shen.AI and SDK with the intention of conducting any unlawful or illegal activity.

1.3. The Partner expressly agrees not to engage in any form of communication, advertising, promotional activity, or statements regarding the Software that could misleadingly suggest or imply that the Partner independently developed Shen.AI without clearly acknowledging the Company’s role and ownership rights in this respect.

1.4. The Partner acknowledges and accepts that the Company is not responsible:

- a) under any guarantee and / or warranty against the Partner or the End User;
- b) for any consequential, special, direct or indirect, incidental, or punitive damages whatsoever arising out of the use or inability to use the Software by the End User;
- c) for any damages resulting from incomplete, misleading or otherwise incorrect information provided to the End User regarding the purpose, nature and role of Shen.AI and the Scans;
- d) for any loss or damage that may arise as a result of a breach of Personal Data (especially in connection with the provision of the Services or use of the Software);
- e) for any damage caused as a result of or in connection with the violation of any provisions of the Requirements;
- f) for any damage caused as a result of or in connection with the violation of any provisions of the Regulations;
- g) for the lack of or disruptions in the availability of all or individual functions of the SDK caused only by external factors, in particular related to or resulting from services provided by third parties (e. g. a mobile operator, Internet or cloud infrastructure provider).

2. For the Company

2.1. The Company will enable the Partner to download the SDK by providing access to the Admin Panel within 2 working days.

2.2. The Company is solely responsible for ensuring that the content of the Requirements contains necessary information about all technical aspects of SDK and its usage.

- 2.3. The Company accepts that the rules for the provision of Services may be subject to additional terms, conditions, and policies provided by the applicable third party.
- 2.4. The Company has the right to use the Partner's logo elements and references to disseminate knowledge about Shen.AI, in particular as part of marketing activities (including on its website and within promotional materials).
- 2.5. The Company represents and warrants that:
 - a) Shen.AI and SDK do not provide the Company with access to Personal Data, User Data or Health Demographic Data;
 - b) Shen.AI is not designed to diagnose, treat, cure, or prevent any medical condition which means that the use of the Software shall not replace or constitute the basis in particular for the diagnosis, prevention, monitoring, prediction, prognosis, or treatment.
- 2.6. The Company has the right to change these T&Cs while maintaining the rights and obligations of both parties during the term of the Agreement.

3. Mutual rights and obligations

- 3.1. The Parties confirm that, under the Agreement, they may have access to each other's Confidential Information (disclosed or provided regardless of the form) and undertake to keep them confidential. This means, among other things,
 - a) no sharing, no transfer, no distribution, and no disclosure them to third parties;
 - b) protection against independent acquisition by third parties;
 - c) arranging and maintaining such security measures and procedures as are reasonably practicable and reasonable to ensure their security;
 - d) and a prohibition on any use thereof for any purpose other than mutual cooperation;

Upon termination of this Agreement, all Confidential Information shall be destroyed or returned to its owner as requested.

- 3.2. The Company hereby grants the Partner a limited, non-transferable, fully revocable, non-exclusive right to use Shen.AI within the SDK within the following scope:
 - a) to download the SDK;
 - b) to integrate the SDK with the Software and perform all other activities necessary to cover it with security and certificates dedicated to the Software;
 - c) to use the SDK with the Software;
 - d) to enable the End User to use the SDK within the Software;
 - e) to enable the End User to make Scans, to download and save User Data and Health Demographics Data for further use as part of the Services provided.

In return, Partner agrees not to:

- a) use Shen.AI and the SDK to create, design, or develop anything other than the Software;
- b) make any more copies of the Shen.AI and the SDK than are reasonably necessary for the authorised use;

- c) modify, create derivative works of, reverse engineer, reverse compile, disassemble the Shen.AI and the SDK or otherwise seek to ascertain the source code, or remove, obstruct, interfere with, or circumvent any function of the Shen.AI and the SDK, including, without limitation, any copyright or other intellectual property notices, security, or access controls;
 - d) upload or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any software or hardware.
- 3.3.** Except as expressly provided, neither Party will acquire any right, title or interest in any Intellectual Property Rights owned or licensed by the other Party.
- 3.4.** The Parties agree that the Agreement shall terminate 30 days after the date of providing access referred to in point 2.1 and shall be governed and construed in accordance with the laws of Estonia.