



# Terms and Conditions

[www.scylla.ai](http://www.scylla.ai)

Last updated on 21<sup>st</sup> of April 2023.

Should you do not agree with these Terms and Conditions, you must notify Scylla in writing. Failure to notify Scylla within the 30 (thirty) day period from the date above, will constitute an acceptance of changes by you on the day following the expiration of the 30th day.

## 1. DEFINITIONS

In this Terms and Conditions (hereinafter the Terms or these Terms as the context may require), capitalized terms shall have the meanings described on the Order Form or as set out below and in the text of the Terms:

**“Customer Data”** means the customer-specific data, including Personal data, Generic and Unique Customer Data available to the Customer through the Service.

**“Generic Customer Data”** means information not personal or specific to operations including amount of traffic, usage patterns, and aggregate amounts of unique data.

**“Unique Customer Data”** means all other information that is not generic, including personal information, specific details of operations, locations, photographs, written communications, recordings, and biometric data.

**“Personal Data”** means any information relating to a natural person, which allows or may allow direct or indirect identification of a person's identity.

**“Detections data”** means all data received and proceed by Scylla and detected and reported as an “event of interest” via Scylla’s Software.

**“Non-detections data”** means all data received and proceed by Scylla, but not detected as an “event of interest” via Scylla’s Software.

**“Confidential Information”** means all information disclosed by one party to the other party that is identified in writing as “confidential” or “proprietary” (or, in the case of oral disclosures, is summarized in writing and delivered to the receiving party within 30 days).

**“Devices”** means all hardware devices of Customer utilizing the Service, whether provided by Scylla or from any other third party.

**“Scylla Hardware”** means all hardware devices provided by Scylla for utilizing the Service.

**“Scylla Software”** means all modules and functionalities, developed, implemented and supported by Scylla, that are necessary and enough for provision of Services as defined herein.

**“Initial Term”** means the period commencing on the Effective Date and ending on the last day of the Service Period.

**“Service”** means the online, web-based, and mobile access business application services, including content and associated offline components as well as support and training made available by Scylla to Customer. “Service Period” means the period beginning on the Effective Date and continuing for the period set forth on the Order Form. “User” means any of the Customer’s employees, representatives, consultants, contractors or agents utilizing the Service, with each such person or party who is authorized to use the Service to be supplied with a user identification and/or password by Customer (or by Scylla at Customer’s request).

## 2. SERVICES, HARDWARE

**2.1** Subject to the conditions of the Terms stated herein and payment of all applicable fees and charges, Scylla grants Customer a non-exclusive, nontransferable, revocable, limited right and license during the Term to use the

Service for Customer's internal, in-house business use only within the United States of America. Scylla reserves all rights in the Service not expressly granted herein.

**2.2** Scylla reserves the right to perform maintenance of the Service as needed and, except in the event of emergency maintenance, will use commercially reasonable efforts to provide prior notice to Customer of any Service unavailability and the reasons therefore.

**2.3** A user account is required to access the Service, which may be used only by authorized Users. User accounts are non-transferable to other organizations or agencies but can be transferred to users in other departments within the purchasing organization or agency. User accounts shall not be shared or utilized by Users in non-purchasing organizations or agencies. Notwithstanding the foregoing, Customer shall make available for audit a list of all Users within five (3) business days when requested by Scylla.

**2.4** Customer is responsible for any and all activities that occur under Customer's User accounts, including without limitation any loss or damage that results from such use or misuse. Customer shall: (a) report to Scylla immediately any unauthorized use of any password or account or any other known or suspected breach of security; (b) report to Scylla immediately any copying or distribution of any content contained in, or accessible through, the Service that is known or suspected by Customer or its Users, and Customer shall take all necessary steps to stop or terminate such conduct; and (c) ensure that use of the Service shall at all times comply with the provisions stated in the Terms.

**2.5** Throughout the whole duration of the Terms, Customer will conduct its business and/or operations, and cause its Users to be, in compliance with all federal, state, provincial, local or similar statutes, laws, ordinances, regulations, rules, codes, orders, conventions or rules of law (including common law) and governmental orders (collectively, "Laws"), applicable to Customer and Customer's business and/or operations, including, but not limited to any such Laws with respect to the use of the Service in Customer's business and/or operations.

**2.6** Customer warrants that it is legally entitled to allow Scylla to monitor the Customer account and each User in the account to process for Generic Customer Data in order to provide improvements to Scylla products or resolve product defects.

**2.7** Customer acknowledges and agrees that Scylla shall not be responsible for providing internet access or any equipment or services necessary to utilize internet access by Customer or any User.

**2.8.** Scylla provides Services in accordance with the guidelines and whitepapers approved by Scylla, containing technical characteristics and details of the Services, technical and system requirements, functionality and other details thereof, that are separately and collectively necessary for proper functioning of the Services with an accuracy set in the relevant guidelines and whitepapers.

In addition to above-stated, Customer's obligation shall be ensure daily checks and do all necessary inspections, checks and testing to assure the systems performance on Customer's side.

**2.9.** For some specific types of Services and/or licences Scylla may restrict and/or limit the number of the monthly usage rate per month. Particularly for FAF (false alarm filtering) licence the monthly usage rate shall be limited to average of 3000 requests per camera per month. In part exceeding the limit defined herein for FAF additional charges may apply.

#### **2.10. SCYLLA HARDWARE**

**2.10.1.** Where applicable, throughout the whole term of the Services use, Scylla may transfer to the Customer's temporary possession and use Scylla Hardware which is complying with the technical characteristics and standards

defined by Scylla and by applicable legislation, to use Scylla Hardware to get an access to and utilizing Scylla's Services in accordance with these Terms.

**2.10.2.** The Customer shall accept Scylla Hardware and be obliged to use it in accordance with the Terms and the requirements submitted by Scylla and ensure its(their) proper maintenance in working conditions, to receive Scylla Services.

**2.10.3.** Scylla Hardware, as well as hardware device(s), provided (amended, repaired, updated) by Scylla, along with the related device(s) shall be considered and remain the property of Scylla unless otherwise agreed upon with Scylla in writing.

**2.10.4.** Customer shall have no right to make amendments to Scylla Hardware or to transfer the right to use thereof to third parties on paid basis or for free, unless otherwise agreed upon with Scylla in writing.

**2.10.5.** The risk of misuse, accidental loss, damage, theft or destruction of Scylla Hardware shall be transferred to the Customer from the moment of the actual transfer of Scylla Hardware, which is the moment the Customer actually gets Scylla Hardware on the basis of the acceptance receipt or shipment receipt, certifying proper delivery and transfer of Scylla Hardware to the Customer. In case of damage, loss, theft or destruction of Scylla Hardware the Customer shall be obliged to compensate Scylla for the damage caused, that shall be equal to 1-year license fee paid or to be paid by the Customer for Scylla Services.

**2.10.6.** The Customer shall be obliged to refrain from using Scylla Hardware with other incompatible devices or use thereof in any other way that may damage Scylla Hardware and/or any Services provided by Scylla.

**2.10.7.** The Customer shall return Scylla Hardware within 20 (twenty) working days upon termination of the Services provision (regardless of the reasons), in proper condition, taking into account their normal wear and tear, unless otherwise agreed upon with Scylla in writing.

### 3. LIMITATIONS AND RESTRICTIONS

**3.1** Except as expressly set forth herein, Customer shall not (nor shall it permit others to) (a) copy, market, license, sublicense, sell, resell, transfer, assign, reproduce, distribute or otherwise make available to any third party the Service, (b) modify, adapt or make derivative works based upon the software or intellectual property used in the Service; (c) retransmit or link the Service (including "framing" or "mirroring" any content contained in, or accessible from the Service) to any other server, wireless or Internet-based device. Customer shall ensure and be responsible for all of its Users' compliance with the conditions stated herein.

**3.2** To the extent that access to any software or other intellectual property is provided to Customer by Scylla, Customer agrees that it will use such software and intellectual property solely for Customer's own internal processing operations under the Terms, and that Customer will not directly or indirectly disassemble, reverse engineer, or decompile, modify, create derivative works based upon, or translate the Services, or any software or intellectual property included therein, or transfer or otherwise grant any rights in or access to such software or intellectual property in any form to any other party. Customer shall promptly report to Scylla any actual or suspected violation of this Section 3.2 and shall take all further steps reasonably requested by Scylla to prevent or remedy any such violation.

### 4. PROPERTY RIGHTS

Customer shall remain the sole and exclusive owner of Unique Customer Data. Unique Customer Data may be monitored or evaluated in an emergency situation or only with permission or at the request of the customer for purposes such as assisting in customer operations, performing customer-specific analysis, or improving Scylla's

products. Customer explicitly grants Scylla the right to monitor network traffic that includes Unique Customer Data for the purpose of optimizing the Service's performance. Scylla is and shall remain the sole and exclusive owner of the Service and all documentation or other property provided by Scylla during the Term of these Terms, including any intellectual property developed, originated, or prepared on behalf of or in conjunction with Customer. The Terms do not grant to Customer any shared development rights. Customer shall not reproduce in whole or in part (except as permitted under the Terms), modify, merge, or incorporate any form or portion of the Service with other program material, create derivative work from the Service, reverse engineer, de-compile, or disassemble all or any portion of the Service, and/or disclose, sell, sublicense, or otherwise transfer or make available all or any portion of the Service to any third party without the prior written consent of Scylla. Scylla shall remain the sole and exclusive owner of Scylla Hardware. Customer shall not modify, reconfigure, or use Scylla Hardware for a purpose other than utilizing the Service, and without relevant instructions from Scylla.

## 5. WARRANTIES, REMEDIES, LIMITATIONS OF LIABILITY, AND INDEMNIFICATIONS

**5.1** Scylla warrants to Customer that the Service will be provided in a professional and workmanlike manner. As Customer's exclusive remedy for breach of the foregoing warranty, Scylla shall, at its option, repair or replace the nonconforming elements of the Service. Scylla shall have no obligation hereunder if software or other intellectual property used in the Service, or hardware utilizing the Service, is modified, altered, merged or subjected to misuse, neglect, accident or improper use by Customer or any third party. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICE IS PROVIDED "AS IS" AND SCYLLA, ITS SUPPLIERS AND VENDORS EXCLUDE ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. SCYLLA AND ITS SUPPLIERS AND VENDORS SPECIFICALLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF DESIGN, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, THAT THE SERVICE OR DEVICES WILL MEET ALL OF CUSTOMER'S REQUIREMENTS, OR THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS FREE, OR ERROR-FREE. NOR DOES SCYLLA (OR ITS VENDORS OR SUPPLIERS) MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE OR THAT ALL ERRORS IN THE SERVICE WILL BE CORRECTED.

**5.2** SCYLLA, ITS VENDORS AND SUPPLIERS ENTIRE LIABILITY FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE) FOR ALL CLAIMS RELATING TO THE TERMS AND PERFORMANCE THEREOF, SHALL BE LIMITED IN THE AGGREGATE TO THE LESSER OF THE FEES PAID BY CUSTOMER FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM OR \$25,000.

**5.3** IN NO EVENT SHALL ANY PARTY BE LIABLE FOR ANY LOST PROFITS, LOST REVENUE, INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR COULD HAVE REASONABLY FORESEEN, THE POSSIBILITY OF SUCH DAMAGES.

**5.4** Customer acknowledges that the limitations of liability and disclaimers of warranty set forth in the Terms are independent of any remedies hereunder and apply regardless of whether any remedy fails its essential purpose. Customer acknowledges that the pricing for the Service and other fees and charges has been set in reliance on the disclaimers of warranty and limitations and exclusions of liability set forth in the Terms and that the same form an essential basis of the bargain between the parties.

**5.5** Scylla shall indemnify Customer from and against any third-party liabilities, losses, damages, claims, suits, and expenses, including reasonable legal expenses, of whatever kind and nature ("Losses"), imposed upon, incurred by or asserted against Customer relating to or arising out of any third-party claim brought against Customer alleging that the Service used as contemplated by the Terms violates any proprietary rights of such third party. This Section 5.5 states Scylla's entire obligations regarding infringement of a third party's intellectual property rights with respect to the use of the Service.

**5.6** Customer shall indemnify Scylla, its suppliers and vendors from and against any and all Losses imposed upon, incurred by, or asserted against Scylla relating to or arising out of a claim alleging that Scylla's authorized use of the Customer Data violates the proprietary rights of, or has caused harm to, any third party (including, without limitation, any User).

**5.7** In addition to, and without limiting, any and all obligations of Customer set forth herein, Customer hereby assumes entire responsibility and liability for any and all damage or injury of any kind or nature to all persons, and to all property, real or personal, caused by, resulting from or associated with the use by Customer, or any of Customer's employees, representatives or agents (whether a User or not), of the Service and agrees to indemnify, defend, and hold harmless Scylla, its suppliers and vendors from and against any and all Losses or injury to persons or to property caused directly or indirectly by Customer or any of Customer's employees, representatives or agents (whether a User or not), Customer's property or equipment, or any and all persons acting on Customer's behalf or under Customer's supervision or control, whether direct or indirect.

**5.8** In consideration of the obligations of Scylla hereunder, Customer acknowledges that the use of the Service by Customer is voluntary, Customer uses them at his own risk and bears all liability that may involve known and unknown risks that could result in physical injury (including death) and/or property damage. Customer, on behalf of itself and its employees, representatives and agents, (the "Customer Parties") hereby releases, remises, requites, satisfies and forever discharges Scylla, its suppliers and vendors and their respective heirs, personal representatives, successors and assigns from any and all Losses whatsoever, in law, in equity or in arbitration that the Customer Parties have, had or may have (through all stages of settlement and litigation, including all appeals and all collection proceedings) arising out of or resulting from the Customer Parties' voluntary use of the Service.

The Customer accepts and agrees that he/she was properly presented and explained the nature and the scope of the Services and the Customer hereby agrees that IN NO CASE SHALL SERVICES BE CONSIDERED OR USED AS A PROTECTION, INSURANCE OR REPLACEMENT OF THE SECURITY STAFF OR A FUNCTION EQUAL TO IT.

**5.9** The indemnity obligations set forth in this Section 5 are contingent upon (a) the indemnified party giving prompt written notice of any indemnified claim, (b) the indemnified party allowing the indemnifying party the sole control of the defense and related settlement negotiations for such claim; and (c) the indemnified party providing reasonable assistance and cooperating in the defense and settlement negotiations as requested by the indemnifying party and at the indemnifying party's expense.

## **6. CONFIDENTIALITY AND DATA PROTECTION**

By virtue of these Terms, each party may have access to the Confidential Information of the other party. The parties expressly acknowledge that the Customer Data shall be governed by Sections 2.7 and 4 and shall not constitute Confidential Information. Each party agrees to keep confidential all Confidential Information disclosed to it by the other party or a third party, and to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information). This Section 6 shall not apply to anything that: (i) is or becomes (through no improper action or inaction by the receiving party) generally available to the public, or (ii) was in the recipient's possession or known by it, without restriction, prior to receipt from the disclosing party, or (iii) was rightfully disclosed to the receiving party by a third party, or (iv) is required to be disclosed by a subpoena, request for documents, or other validly issued judicial or administrative process, provided that the party so required to disclose it promptly notifies the other party of the receipt of process and permits the other party a reasonable opportunity to respond to such process; or (v) is necessary to be disclosed by a party in order to meet its obligations under these Terms. If a party wishes to rely on one of these exclusions it shall give prompt written notice to the other party detailing the relevant information and the reason for disclosure.



**DATA PROTECTION.** Scylla processes Customer Data only to the extent and for the purposes that are necessary for proper provision of Scylla's Services, conditioned by or arising from Scylla's Service nature, as well to the extent necessary for support while providing Services and special analysis within the scope of the Services. Scylla does not process Customer Data for the purposes other than defined herein.

Scylla undertakes all respective technical and organizational measures to prevent illegal or unauthorized processing of Customer Data and accidental loss, disclosure, elimination or damage thereof. Scylla shall not allow any disclosure of Customer Data to any other third party, without prior written approval of the Customer, except the cases defined under the law and herein.

Scylla keeps Customer Data for a period necessary for Services provision, or unless there is a legal interest for continuing storage thereof. In all other cases Scylla eliminated Customer Data, except the information that it shall keep to comply with applicable legislation requirements (e.g. tax invoices, contracts).

For the sake of clarity, Detections Data are kept by Scylla for archiving purposes for 30 days. Non-detections data may be kept for archiving purposes for 15 days, based on Scylla's sole discretion.

## 7. TERM AND TERMINATION

**7.1** These Terms shall commence on the Effective Date and shall remain in effect through the Initial Term unless earlier terminated as set forth below. Either party may terminate the Terms upon notice to the other party if the other party materially breaches the Terms and such breach is not remedied within 30 days of such notice, except for breaches relating to nonpayment for which such cure period shall only be 5 business days. Either party may terminate the Terms immediately upon notice if the other party becomes subject to any proceeding under any statute of any governing authority relating to insolvency or the rights of creditors that is not dismissed within 60 days, or the equivalent occurs in any jurisdiction. Upon termination of the Terms for any reason, all accrued rights to payment shall become due, all licenses shall immediately terminate and each party shall promptly return (or, if requested by the other party, destroy) all Confidential Information of the other party in its possession. Upon termination, Scylla may immediately terminate Customer's access to the Service without notice and within 30 days thereafter delete Customer's Data and any related data. Upon termination, Customer shall return all the Scylla Hardware to Scylla in the full amount, configuration and condition as was provided by Scylla (except the signs of normal use) by the means agreed with Scylla representatives beforehand.

**7.2** Sections 1, 2.4, 2.5, 2.6, 3, 4, 5, 6, 7, 8, and 9 shall survive the termination or expiration of these Terms in accordance with their terms.

## 8. EXPORT

If, at the time or times of Scylla's performance hereunder, a validated export license or other export authorization is required for Scylla or its agents to lawfully export the goods, source code, or technical data from the United States of America or such other country of origin, then the issuance of such license or authorization to Scylla or its agents in accordance with the rules and regulations of the applicable country(ies) shall constitute a condition precedent to Scylla's performance of its obligations hereunder. Customer agrees to comply with all applicable export laws and regulations of the United States of America or such other country of origin. Specifically, but without limitation, customer agrees that it will not resell or re-export Scylla products, source code, or technical data in any form without obtaining appropriate export or re-export licenses from the respective governmental authority of the United States of America, other country of origin, or country of export or reexport. Violation of this provision shall constitute cause for termination of these Terms by Scylla without liability to customer.

## 9. MISCELLANEOUS

**9.1** Neither party shall be liable for any delay or failure in performing any of its obligations under these Terms if such delay or failure is caused by circumstances outside the reasonable control of the party concerned. The Service may be subject to limitations, unavailability, delays, and other problems inherent in the use of the internet, mobile telephone networks and electronic communications. Scylla is not responsible for any delays, delivery failures, or any loss or damage resulting from the same. Notwithstanding the foregoing, nothing herein shall relieve Customer of its obligations to pay monies due and owing to Scylla hereunder.

**9.2** Scylla may reference Customer's status as a user of the Service on Scylla's website, in marketing materials and in sale presentations.

**9.3** The waiver by either party of any default or breach of these Terms shall not constitute a waiver of any other or subsequent default or breach.

**9.4** Customer may not assign or transfer any of its rights or obligations under these Terms in whole or in part without Scylla's prior written consent. Scylla may freely assign, transfer, and sub-contract these Terms and any or all of its obligations herein.

**9.5** Scylla may revise these Terms from time to time in its absolute discretion and the Customer shall be notified in writing about such changes. Where the changes involve an increase in the Charges, or a material change to the scope of the Service, which is to the detriment of the Client, the Client will be notified a minimum of 30 (thirty) days before such changes take effect and during that 30 (thirty) day period shall be permitted to cancel these Terms and the Order form by notifying Scylla accordingly in writing.

For the avoidance of doubt, shall the Client fail to cancel these Terms and the Order form within the 30 (thirty) day period specified herein, this will constitute an acceptance of changes on the day following the expiration of the 30th day.

**9.6** If any provision of the Terms is held to be invalid or unenforceable, the parties or any applicable tribunal shall substitute an enforceable provision that preserves the original intent and economic positions of the parties and the remaining provisions of the Terms will remain in full force and effect.

**9.7** All notices that are required to be given under these Terms shall be in writing and sent to the addresses of the parties set out on the Order Form or to such other address as a party may designate by notice to the other party and shall be effective (a) on the date of delivery if sent by recorded delivery; (b) on the business day following the date of transmission of a fax as evidenced by a successful transmission report; or (c) immediately if delivered personally to the relevant address.

**9.8** The Terms form the entire understanding of the parties in respect of the matters dealt within it and supersedes all previous agreements, understandings, proposals, and negotiations between them.

**9.9** The Terms shall be governed by the laws of the State of Delaware, without regard to its conflicts of laws principles. Any suit, action, or proceeding with respect to the Terms shall be brought in the courts of Wilmington, Delaware or in the U.S. District Court for the District of Delaware, and the parties hereby accept the exclusive jurisdiction of those courts for the purpose of any suit, action, or proceeding.