

Lingsoft Language Management Central - Terms of Service

Effective as of May 19 2021.

As a Customer of Lingsoft Language Management Central Service (MLC), 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 LMC 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 LMC 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 LMC 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 LMC 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 LMC 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 LMC Service.

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

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

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

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

"Lingsoft LMC Service" means one of the following: Lingsoft Proof API, Lingsoft Analyze API, and any User Interface provided by Lingsoft using the aforementioned APIs.

Information about the Users

In order to access Lingsoft LMC 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 LMC Service, or as part of the use of the Lingsoft LMC 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 LMC 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 LMC Service documentation, at least their user id and organisation id, to Lingsoft LMC Service for billing and statistics purposes while using the Lingsoft LMC Service, unless otherwise agreed in the Agreement.

Integration with Lingsoft LMC Service

Customers and their Users will only access or attempt to access a Lingsoft LMC Service by the means described in the documentation of that Lingsoft LMC 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 LMC Services. Lingsoft may require that Customers are using a separate testing environment during the development of the integration of an External Application with Lingsoft LMC Services. Lingsoft may require

that it will accept the integration of an External Application with Lingsoft LMC Services in the separate testing environment before it can be used in the production environment.

Lingsoft will not normally change the structure of Lingsoft LMC 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 LMC 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 LMC Service regularly, and prepare and make any necessary changes to the External Application accordingly.

Lingsoft LMC Service API limitations

Lingsoft may set limits in its sole discretion (temporary or permanent) on the use of Lingsoft LMC 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 LMC Service may be offered under an open source license. Lingsoft LMC 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 LMC Service.

Feedback

Customers may send feedback to the use of Lingsoft LMC 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 LMC Service, as described in the Privacy Policy of Lingsoft LMC Service.

Monitoring

Customers agree that Lingsoft may monitor the use of Lingsoft LMC Service to ensure quality, improve the use of Lingsoft LMC Service and to verify the compliance with the Terms. Lingsoft may suspend access to the Lingsoft LMC 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 LMC Service may not

- A. Intentionally or unintentionally interfere with the Lingsoft LMC Service or their infrastructure (servers or network)
- B. Alter any documentation of Lingsoft LMC Service
- C. Send inappropriate or illegal data to the Lingsoft LMC Service
- D. Sublicense the Lingsoft LMC Service without the prior written consent of Lingsoft
- E. Use the content returned from LMC to develop or adapt similar tools or services. This includes, but is not limited to, developing spelling or grammar checkers or lemmatizers or NER taggers.

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 LMC 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 LMC Service.

Lingsoft communication and Lingsoft LMC 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 LMC 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 LMC 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 LMC 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 LMC 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 LMC 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 LMC Service and Lingsoft's products and services.

Prevention of use

Lingsoft may immediately prevent all or part of Customer's use of the Lingsoft LMC 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 LMC Service could adversely impact the Lingsoft LMC 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 LMC 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 LMC Service.

Lingsoft reserves the right to terminate the Terms with a Customer or discontinue a Lingsoft LMC 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 LMC Service at their own risk and expense. Lingsoft does not make any specific guarantee or warranty, expressed or implied, about Lingsoft LMC 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 LMC 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 a Lingsoft LMC Service or changes made for legal reasons will be effective immediately. If a Customer does not agree on the modified Terms for a Lingsoft LMC Service, that Customer should discontinue its use of that Lingsoft LMC Service, continued use of the Lingsoft LMC 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.