

Services Agreement

Introduction: This services agreement (“Agreement”) is an agreement between Datoid, LLC (“Datoid”, “us”, or “we”) and you to perform certain data collection tasks in exchange for payment as described herein.

The Parties: Datoid is a limited liability company that performs scientific research and data-collection services in the realm of Interactive AI systems. Datoid seeks to gather data to help the improvement and development of better self-learning artificial intelligence (“AI”) systems. You are an individual or entity, offering to perform services to Datoid of your own volition. Both you and Datoid each have the right to terminate this relationship at any time.

In exchange for payment from Datoid as outlined in the Payment Schedule, you agree as follows:

1. **Services to be performed:** Datoid will provide you tasks via web-based application (“App”), email, or webpage. As part of the tasks, you will be asked to read or speak texts, record speech through the App, or label, transcribe or correct text, speech, images or videos or other means as instructed by Datoid. Datoid may apply AI technology that will recognize, process, convert or translate speech, language, image or video files using such data. These and other requests for writings, recordings, speech, correction, and clarification, constitute the “Tasks” for the purpose of this agreement.
2. **Assignment of Rights:** You assign, in perpetuity, all rights and exclusive ownerships of data, recordings, writings, and any related materials produced through your performance of the Tasks (“Data”) to Datoid, its affiliates and assigns. You understand that Datoid, its affiliates and assigns, may -at its sole discretion- use the DATA in the development of proprietary AI systems, and or share such data with the research community. You explicitly relinquish any and all claims to future technology developments or improvements that Datoid, its affiliates or assigns, may make through the use of the Data. Should you obtain help from others in performing the data collection tasks, you hereby certify that all such assistance is included under this agreement and you hereby warrant that all assistants have also signed and agreed to the provisions in this agreement.
3. **Indemnification:** You agree to indemnify and hold harmless, Datoid, its affiliates and assigns from any legal proceedings in connection with your performance of the Tasks or gathering of the Data.
4. **Binding Arbitration:** In the event that there is a legal dispute or claim relating to this Agreement, but specifically excluding any dispute principally related to Datoid’s intellectual property (which such dispute will be resolved in litigation before the United States District Court for the Western District of Washington), will be determined by arbitration in Seattle, Washington before a single arbitrator. The arbitration will be administered by the [American Arbitration Association](#) under its Commercial Arbitration Rules.
5. **Representations and Warranties:** By accepting the terms of this Agreement, you represent and warrant that:

- 5.1. The Data you are asked to read, transcribe or correct or otherwise produce in connection with the Tasks, are independent texts, images or sound files and do not constitute in any way or form an invasion in your privacy.
- 5.2. The Data you read or correct or otherwise produce in connection with the Tasks do not contain harmful or objectionable content.
- 5.3. You acknowledge that the Data may be used in the development of improved AI systems, including but not limited to automatic recognition, synthesis, and translation of speech, images, videos, or texts; and they may become part of a larger database that may be shared, distributed, sold, or publicized at the sole discretion of Datoid, its affiliates or assigns.
- 5.4. Notwithstanding the above provisions, if Datoid shares, distributes, sells, or publicizes any of the Data, Datoid will make commercially reasonable efforts to protect your privacy and remove your name and personal information from the Data you provide and replace it with an alphanumerical identifier.
- 5.5. You understand that you can terminate your participation in performing the Tasks at any time.
6. **Survival:** All provisions of this Agreement that give rise to a party's ongoing obligation will survive termination of this Agreement.

By signing below, you agree to the terms and provisions of this Agreement.

Printed Name

Signature

Date