

General Terms and Conditions for DeeLab Project Services

1. Introduction

Tailjay Pte. Ltd. ("Tailjay"), through its DeeLab business unit, provides specialized data annotation services, including image labeling, video labeling, audio labeling, text labeling, natural language processing (NLP), geospatial data annotation, and immersive data labeling. These terms and conditions ("T&C") govern the data annotation services provided to clients ("Client") and are incorporated into all project agreements and proposals issued by DeeLab.

2. Scope of Services

A. Data Annotation Services

DeeLab offers a comprehensive range of annotation services tailored to support machine learning and artificial intelligence (AI) projects. These include:

- **Image and Video Labeling:** Annotating and labeling images and videos for object detection, segmentation, and classification tasks.
- **Audio and Text Labeling:** Transcription, tagging, and classification of audio data, and text annotation for NLP tasks.
- **Geospatial Data Annotation:** Annotation, analysis, and organization of geospatial datasets.
- **Immersive Data Annotation:** Annotating 3D and augmented, virtual, and mixed reality (XR, AR, VR, and MR) environments for advanced AI applications.

The specific scope of work, offered services, and areas of expertise will be defined in the confirmed proposal or service agreement.

B. Operational Models

DeeLab can operate under two models, with specific details and operational structures defined in the confirmed proposal or service agreement:



- **Independent Data Handling:** Clients provide datasets, and DeeLab performs annotations, organizes the data, and returns it for the client's use in machine learning models. This model includes robust project management, quality assurance processes, and strict adherence to data privacy policies.
- **Embedded Annotators:** DeeLab's annotators may work directly within the client's team, following their instructions and using their platforms and environments. In this model, the client is responsible for onboarding and managing the annotators, supervising their work, and providing feedback to ensure alignment with project goals.

The services can be provided either through dedicated teams, individual annotators, or a hybrid approach, depending on project size and complexity.

C. Deliverables and Timelines

Clear deliverables will be outlined in the project proposal, along with agreed timelines for completion. Any changes to the scope or timelines must be documented and agreed upon by both parties.

4. Payment Terms

Clients will be invoiced according to the agreed-upon payment schedule outlined in the confirmed proposal or service agreement. Payment must be made within 30 days of receiving the invoice. Late payments may incur additional fees as specified in the agreement.

5. Termination and Transition Management

Either party may terminate the agreement with a 60-day written notice. However, for data annotation projects that are already in progress, termination may not be permitted until the project has been completed, unless otherwise agreed in writing by both parties.

In the event of contract termination, DeeLab will ensure a smooth transition of services. The following terms apply:

- **Minimum Engagement Period:** If a minimum engagement period is specified in the confirmed proposal or service agreement, it will be followed.
- **Project Completion:** Both parties agree to collaborate in good faith to complete the project as outlined in the proposal.





- **Transition Process:** DeeLab will provide all necessary documentation, data files, and access codes to facilitate a smooth handover to a new provider. Any additional services related to the transition may incur fees.

6. Confidentiality Agreement

Both DeeLab / Tailjay and the Client agree to keep all proprietary and confidential information private. This includes trade secrets, intellectual property, and sensitive client data. Neither party will disclose such information to third parties without prior consent, except as required by law.

7. Intellectual Property

Ownership of intellectual property developed during the maintenance and support period is governed as follows:

- **Client Materials:** The Client retains ownership of all materials and content provided to Tailjay.
- **DeeLab's Developments:** DeeLab / Tailjay retains ownership of any tools or custom workflows developed for the Client but grants the Client a license to use them for the purposes specified in the agreement.

8. Liability

DeeLab / Tailjay will not be liable for any indirect, incidental, or consequential damages arising from the services provided. Liability will be limited to the amount paid by the client for the specific service that caused the damage.

9. Force Majeure

DeeLab / Tailjay is not responsible for any delay or failure in performance caused by circumstances beyond its control, including but not limited to natural disasters, acts of terrorism, cyberattacks, or government actions.



10. Dispute Resolution

In the event of a dispute, both parties agree to attempt mediation or arbitration before pursuing legal action. The governing law for this agreement is Singaporean law.

11. Amendments

DeeLab / Tailjay reserves the right to amend these terms and conditions at any time. Clients will be notified of any changes, and continued use of services will constitute acceptance of the updated terms.