



# Superwise

## *Terms of Service*

Welcome to [www.superwise.ai](http://www.superwise.ai) (together with its subdomains, Content, and Marks (as defined below) the “**Site**”). These Terms constitute a binding legal agreement between you (“**you**”) and Superwise.ai Ltd. (“**Superwise**”, “**we**”, “**our**” or “**us**”) and govern (a) your access and use of the Site; (b) your access and use of the Superwise software-as-a-service (SaaS) that is intended to enable customers to monitor their machine learning models (“**Platform**”) (the Site together with the Platform shall be referred hereinafter as the “**Services**”).

By accessing or using the Services, you expressly acknowledge and agree that you are entering a legal agreement with us and have understood and agree to comply with these Terms of Service, together with the Superwise Privacy Policy (the “**Terms**”). You represent and warrant that you are at least 18 years old and, if you are entering into these Terms on behalf of your employer or other legal entity, that you have full authority to bind said employer or other legal entity to these Terms. You hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent not prohibited under applicable law.

If you do not agree to be bound by these Terms please do not access or use the Services.

**1. Site Access.** For such time as these Terms are in effect, we hereby grant you permission to access and visit the Site provided that you comply with these Terms and applicable law.

**2. Account.** In order to use the Platform, you have to create an account (“**Account**”). You must not allow anyone other than yourself or your respective employees to access and use your Account. You acknowledge and agree: (i) to provide accurate and complete Account and login information (e.g., full name, email, and job title); (ii) to keep all Account login details and passwords secure at all times; (iii) to remain solely responsible and liable for the activity that occurs in connection with your Account; and (iv) to promptly notify Superwise in writing if you become aware of any unauthorized access or use of your Account or the Platform. **You represent and warrant that if you are entering into these Terms on behalf of your employer or other legal entity, that you have full authority to bind said employer or other legal entity to these Terms.**

**3. Restrictions on Use.** You must not, directly or indirectly: (i) sell, lease, sublicense or distribute any rights of use in the Platform or any part thereof, for any purpose; (ii) attempt to reverse engineer, decompile, or disassemble the Platform, or any part thereof; (iii) modify the Platform, or grant any other third party the right to do so; (iv) use any “open source” or “copyleft software” in a manner that would require us to disclose the source code of the Platform to any third party (v) represent that you possess any proprietary interest in the Platform; (vi) take any action to contest our intellectual property rights or infringe them in any way, (vii) use the Platform for establishing a service competitive with the Platform; or (ix) except as specifically permitted hereunder, use the name, trademarks, trade-names, and logos of Superwise.

**4. Privacy.** We will use any personal information that we may collect or obtain in connection with the Services in accordance with our privacy policy available at: <https://www.superwise.ai/privacy-policy>, as may be updated from time to time. To the extent that you need a data processing agreement ("**DPA**"), you shall request us to provide you with our DPA and return it signed to [info@superwise.ai](mailto:info@superwise.ai).

**5. Modification.** We reserve the right, at our discretion, to change these Terms at any time. Such change will be effective 10 days following posting of the revised Terms via the Site or providing notice to you, whichever occurs first. Your continued use of the Services thereafter means that you accept those changes.

**6. Subscription to the Platform.** Subject to your compliance with these Terms and payment of applicable fees specified in your Subscription Order, if and as applicable, Superwise hereby grants you, a non-exclusive, non-transferable, non-sublicensable, and revocable right to remotely access (including on a SaaS basis) the Platform during the Term (as defined below), solely for your internal purposes. "**Subscription Order**" means Superwise's electronic form that you entered into, by clicking and/or execution, as applicable, for the provision of the Platform.

**7. Subscription Fees.** Your access to and use of the Platform is subject to payment of the subscription fees and terms set forth in the Subscription Order. Unless stated otherwise in a Subscription Order (i) prior to the commencement of a renewal term specified in the Subscription Order ("**Renewal Term**"), we reserve the right to change our subscription fees and you shall be informed of such changes via an email and/or a notification on the Platform prior to such changes; (ii) all fees are stated, and shall be paid, in US Dollars, are non-refundable and are exclusive of all taxes, levies, or duties, which are your responsibility.

**8. Starter Subscription Plan.** We may offer a free-of-charge starter subscription plan, a trial period, or other promotional coupons to the Platform ("**Starter Subscription Plan**"). We may stop the Starter Subscription Plan at any time. You acknowledge and agree that these Terms are applicable and binding upon you during your use of the Starter Subscription Plan. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS, DURING YOUR USE OF THE STARTER SUBSCRIPTION PLAN, THE PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTY WHATSOEVER AND SUPERWISE WILL HAVE NO WARRANTY, INDEMNITY, OR OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO THE STARTER SUBSCRIPTION PLAN. SUPERWISE SHALL NOT BE LIABLE HEREUNDER FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL OR EXEMPLARY DAMAGES OR LOSSES WHATSOEVER; NOR FOR DAMAGES OR LOSSES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, OR DAMAGES ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE PLATFORM.

**9. Term and Termination.** The term of these Terms, including the Renewal Term(s), shall be in accordance with the terms set forth in the applicable Subscription Order (the "**Term**"). We may stop to provide the Platform to you at any time, including in the event that you breach these Terms. In case we cease to provide you with the Platform during your subscription, not as a result of your breach of these Terms, your sole remedy and our sole liability to you will be to provide you with a refund for any amount pre-paid for the remaining unused duration of the Platform. Upon termination or expiration of these Terms: (i) the license granted to you under these Terms shall expire, and you shall discontinue any further use and access thereof; and (ii) you shall immediately delete

and dispose of all copies of the Content in your or your representatives' possession or control.

## **10. Links and Third Party Components.**

**10.1 Links.** The Site may contain links to third-party websites that are not owned or controlled by Superwise. We are not affiliated with, have no control over, and assume no responsibility for the content, privacy policies, or practices of any third-party websites. You expressly release Superwise from any and all liability arising from your use of any third-party website. Accordingly, we encourage you to read the terms and conditions and privacy policy of each third-party website that you may choose to visit.

**10.2 Third-Party Components.** The Platform may use or include third-party open-source software, files, libraries, or components that may be distributed to you and are subject to third-party open-source license terms, which can be provided upon request. If there is a conflict between any open source license and these Terms, then the open source license terms shall prevail but solely in connection with the related third-party open-source software. Superwise makes no warranty or indemnity hereunder with respect to any third-party open-source software.

**11. Assignment.** Superwise may assign its rights or obligations under these Terms. You may not assign or transfer your rights and obligations under these Terms without the prior written consent of Superwise.

## **12. Intellectual Property Rights.**

**12.1 Superwise Content.** The Services, including without limitation, the text, documents, descriptions, products, software, graphics, photos, sounds, videos, interactive features, and services which were created and/or provided by Superwise

therein (the “**Content**”), the trademarks, service marks, and logos contained therein of Superwise (the “**Marks**”) and any improvements, customizations, modifications and derivative works thereof are and will remain the property of Superwise and/or its licensors. We reserve all rights not expressly granted in and to the Services, the Content, and the Marks. “Superwise”, the Superwise logo, and other marks are Marks of Superwise or its affiliates.

**12.2 Feedback.** It is anticipated that you may provide suggestions, comments, or other feedback to Superwise regarding the Services (“**Feedback**”). Feedback will not create any confidentiality obligation for Superwise and shall be deemed the sole property of Superwise. You hereby waive any right to the Feedback, including but limited to any right for royalties or any other consideration.

**12.3 User Content.** Without derogating from the above, you have all right, title, and interest in your content, including the text, documents, descriptions, products, software, graphics, photos, sounds, videos icons, screenshots, and any other material that you decide to upload to the Platform (“**User Content**”). You hereby grant Superwise a non-exclusive license to access and use the User Content in order to provide the Services via the Platform hereunder. You shall be solely responsible for your User Content and the consequences of accessing, transmitting, temporarily hosting such User Content via the Platform. You further grant Superwise with full rights to use non-identifiable information resulting from the use of the Platform and any aggregated and analytics information derived from the User Content, but which does not enable identification of you or any individuals, for providing the Platform and its related services, for development, improving the Platform and for statistical purposes. You

represent and warrant that you own or have the necessary rights and permissions to use and authorize Superwise to use your User Content.

**13. Indemnity.** You shall indemnify, defend, and hold harmless Superwise from and against all costs, damages, losses, and expenses, including reasonable attorneys' fees and other legal expenses, arising from a third-party claim, losses, expenses, damages, liabilities, and costs, based on (i) your breach of any of its warranties and/or obligations under these Terms; (ii) your or the User Content's misappropriation or otherwise violation of any third party rights or privacy rights of such third party.

**14. Warranty Disclaimers.**

**14.1** This section applies whether or not the Services provided via the Platform are for payment. Applicable law may not allow the exclusion of certain warranties, so to that extent, certain exclusions set forth herein may not apply.

**14.2** THE SERVICES, CONTENT, AND THE REPORTS (AS DEFINED BELOW) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. SUPERWISE DOES NOT WARRANT THAT THE SERVICES, CONTENT, AND THE REPORTS: (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL OPERATE ERROR-FREE, OR (iii) WILL BE ABLE TO FIND ALL WEAKNESSES, VULNERABILITIES OR OTHER SECURITY RELATED ISSUES IN YOUR APPLICATIONS. SUPERWISE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY, SATISFACTORY QUALITY TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, FITNESS FOR A PARTICULAR PURPOSE. SUPERWISE WILL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR FOR ISSUES RELATED TO PUBLIC NETWORKS OR YOUR HOSTING SERVICES.

**14.3** SUPERWISE DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY REPORTS, INFORMATION, RESULTS, OR SOLUTIONS THAT YOU OBTAIN THROUGH USE OF THE PLATFORM AND SERVICES (COLLECTIVELY, THE “**REPORTS**”), OR THAT THE REPORTS ARE COMPLETE OR ERROR-FREE.

## **15. Limitation of Liability**

**15.1** TO THE FULLEST EXTENT PERMISSIBLE BY LAW, SUPERWISE SHALL NOT BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, OR FOR ANY LOSS OF DATA, REVENUE, PROFITS, OR REPUTATION, ARISING UNDER THESE TERMS OR OUT OF YOUR USE OF, OR INABILITY TO USE, THE SERVICES, EVEN IF SUPERWISE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitations may not apply to you.

**15.2** WITHOUT DEROGATING FROM THE FOREGOING, IN NO EVENT SHALL SUPERWISE’S AGGREGATE LIABILITY TO YOU, FOR ALL DAMAGES AND LOSSES UNDER, ARISING OUT OF, OR RELATING TO, THESE TERMS AND/OR THE SERVICES, EXCEED THE TOTAL AMOUNT OF SUBSCRIPTION FEES ACTUALLY PAID BY YOU TO SUPERWISE FOR THE SERVICE DURING THE TWELVE (12) MONTHS PERIOD PRIOR TO BRINGING THE CLAIM.

**16. Publicity.** You agree that we may use your company’s name and logo to identify your company as a customer of Superwise or user of the Platform, on our Site, marketing materials, or otherwise. If you do not want us to make such a use, you may send an email to [info@superwise.ai](mailto:info@superwise.ai) declining to be used as a reference.



**17. General.** Superwise reserves the right to discontinue or modify any aspect of the Platform at any time. These Terms and the relationship between you and Superwise shall be governed by and construed in accordance with the laws of the State of Israel, without regard to its principles of conflict of laws. You agree to submit to the personal and exclusive jurisdiction of the courts located in Tel Aviv-Jaffa. Nothing in these Terms creates a partnership, joint venture, agency, or employment relationship between you and Superwise. These Terms shall constitute the entire agreement between you and Superwise concerning the Services. If any provision of these Terms is deemed invalid by a court of competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Terms, which shall remain in full force and effect. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and a party's failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. This Section 17 and Sections 4, 9, and 11-15 shall survive termination of these Terms. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE ARISING OUT OF OR RELATED TO THE PLATFORM MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.