TypingDNA Authentication API Service License Terms

The *TypingDNA Authentication API Service License Terms* is an agreement between

SC TypingDNA SRL, a EU registered company, VAT number 36172414,
henceforth called the **COMPANY**,

and **YOU,** the user of it's typing biometrics authentication services,
henceforth called the **CUSTOMER**

1.   Definitions

1.1.   The **SERVICE**: an online service developed and licensed by the COMPANY, in the form of an API, for the purpose of personal authentication and identification using typing biometrics - a technology also called Keystroke Dynamics Authentication

1.2.   The **API REQUEST**: a digital call addressed to the SERVICE made by the CUSTOMER's servers to the COMPANY's servers for the purpose of: i) matching two or more typing patterns, ii) saving a typing pattern in the database of the SERVICE, iii) verify a new typing pattern against previously saved records, iv) and verify saved users. The API REQUEST is the most granular digital call offered by the SERVICE. It involves hardware resources, and all costs are directly linked to it.

2.   Terms of Service

2.1.   By using the SERVICE, the CUSTOMER agrees to be bound by these Terms of Service, all applicable laws and regulations, and agree that he is responsible for compliance with any applicable local laws. If the CUSTOMER doesn't agree with any of these terms, he is prohibited from using or accessing the SERVICE.

2.2.   The COMPANY licenses a non-exclusive, non-transferable, non-sublicensable right of use of its SERVICE, to the CUSTOMER, in exchange of payment, and conditioned by the compliance with these Terms of Service.

2.3.   The CUSTOMER shall pay to the COMPANY for the use of the SERVICE a monthly or annual remuneration as per the usage plan subscribed to.

2.4.   For payments delayed more than 5 business days, the COMPANY will charge an additional 0.5% per delayed business day as penalty. Failure to pay an invoice for more than 20 (twenty) business days can lead to SERVICE discontinuation and immediate termination of the Agreement.

2.5.   The CUSTOMER will use the SERVICE only for its own purpose and refrain from reselling, renting or leasing the SERVICE to third parties. A reseller agreement may be agreed between the parties, in a separate contract.

2.6.   The SERVICE should be used as a second-factor authentication and the COMPANY does not recommend to use it as a single factor authentication. The COMPANY does not guarantee perfect correctness, as no biometrics-system can ever provide. Using different devices, keyboards or health condition (such as: a broken arm or any action that is substantially different than normal) can affect the accuracy of a typing biometric.

2.7.   The CUSTOMER is responsible to inform about and to obtain the consent to record, store and process typing biometrics data from its end-users, in accordance with the laws of the European Union and the CUSTOMER's local laws. The CUSTOMER extends this end-user consent to the COMPANY, therefore the COMPANY can record, store and process this information on behalf of the CUSTOMER.

2.8.   The COMPANY reserves the right to delete any end-user data: (i) not legally obtained, or (ii) obtained without the end-users consent, or (iii) legally obtained with the user's consent, but on the explicit request from the user, after an identification process.

2.9.   The COMPANY reserves the right to use the typing biometrics data collected or processed by the CUSTOMER, to improve it's services and products, or create new services and products.

2.10.   The CUSTOMER will not try to copy the typing biometrics technology offered by the COMPANY.

2.11.   The CUSTOMER will not not interfere with or disrupt the integrity or performance of the SERVICE, or attempt to gain unauthorized access to the SERVICE;

2.12.   The CUSTOMER must notify the COMPANY of any defect of the SERVICE immediately after its detection. The COMPANY will try to repair the defect within a reasonable period of time.

2.13.   The Intellectual Property over the know-how, the software and design that runs the SERVICE (source code and binaries) belongs exclusively to the COMPANY. All modifications that may be made to it as a result of the cooperation between the parties, even suggestions of improvements made by the CUSTOMER, will be developed and will belong to the COMPANY. The CUSTOMER will have no ownership, not even partial, over the Intellectual Property of the software or systems of the SERVICE.

2.14.   The COMPANY is entitled to carry out maintenance work, that can disrupt the SERVICE, on weekends. The planned maintenance work will be notified by email, 24 hours in advance.

2.15.   The COMPANY may revise these Terms of Service at any time without notice. By using the SERVICE you are agreeing to be bound by the latest version of these Terms of Service.

2.16.   Should any of the provisions of these Terms and Conditions be or become ineffective, the validity of the remaining provisions hereof will not be affected thereby.

2.17.   This Agreement shall automatically terminate if the CUSTOMER violates any of these Terms of Service. Upon termination the CUSTOMER is prohibited from using the SERVICE.

3.   Service Commitment & Availability

3.1.   The COMPANY will use commercially reasonable efforts to make the SERVICE available 99% of the time during any monthly billing cycle (the "Service Commitment"). In the event the SERVICE does not meet the Service Commitment, the CUSTOMER will be eligible to receive a price discount for that monthly billing cycle, as described below:

SERVICE Availability	Monthly Price Discount
Under 99%	10%
Under 90%	25%
Under 80%	50%

3.2.   The CUSTOMER understands that a service of such volumes cannot guarantee response times, only availability and uptime. The CUSTOMER understands that the SERVICE will aim to always provide a response to all API REQUESTS coming from him even if some responses are slower during peak times.

3.3.   An API REQUEST is considered failed if it returns "Internal Server Error", or if no response is provided by the SERVICE in 30 seconds.

3.4.   Any anticipated increase in the volume of API REQUESTS, that increase the amount of daily API REQUESTS with at least 300,000 (300 thousands) API REQUESTS per day, compared to the average number of API REQUESTS in the previous 30 days, must be immediately notified by the CUSTOMER, so that the COMPANY allocates the necessary hardware resources.

3.5.   The COMPANY reserves the right to clean or archive the database of the SERVICE of inactive saved end-users, or inactive CUSTOMERS. An inactive user is a user for which no related API REQUEST has been made to verify their typing biometrics for more than

12 months. An inactive CUSTOMER is a CUSTOMER that didn't make an API REQUEST for more than 12 months.

3.6.   The COMPANY manages and maintains all the servers, including proprietary or third-party software. No direct access to the infrastructure or software is provided to the CUSTOMER.

3.7.   The Service Commitment does not apply to any unavailability, suspension or termination of agreement, or any other performance issues:

- that result from a suspension / termination of this Agreement;
- planned maintenance work of the SERVICE, notified 24 hours in advance;
- caused by factors outside COMPANY's reasonable control, including any force majeure event, host provider's service, or related problems beyond COMPANY's demarcation point;
- that result from any CUSTOMER's actions or inactions or any related third party;
- that result from CUSTOMER's equipment, software or other technology and/or third party equipment, software or other technology (other than CUSTOMER's infrastructure under COMPANY's direct control);

4.   Legislation & Limitations of Liability

4.1.   In no event shall the COMPANY or its suppliers be liable for any damages (including, without limitation, damages for loss of data or profit, or due to business interruption) arising out of the use, inability to use, poor performance, or defects of the SERVICE.

4.2.   In any case, the COMPANY is not liable for an amount greater than it was paid by the CUSTOMER.

4.3.   The Terms of this Agreement, as well as all disputes arising out or in connection with this Agreement between the parties, are governed by the laws of Romania, European Union. The exclusive place of jurisdiction for all disputes arising out or in connection with this Agreement between the parties is Oradea, Romania, European Union.

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