

<u>2018-03 NAMSOR API v007 - Terms of use</u> <u>NamSor Parse/Gender API, NamSor Origin/Diaspora API</u>

Between

NAMSOR, a French limited liability company, as the licensor

And

The user, as the Licensee

Declaring that

NamSor provides web users with its own public website at the URL: www.namsor.com and https://api.namsor.com/

NAMSOR makes available to the public its own API under the terms and conditions as defined hereafter.

Article 1: NAMSOR exclusive private ownership

NAMSOR Core Software, NAMSOR ML Software, NAMSOR Parse API, NAMSOR Gender API, NAMSOR Origin API, NAMSOR Diaspora API, and NAMSOR website (hereafter the Services), are the exclusive ownership of NAMSOR SAS, a French limited liability company, registered office in Versailles 78000 - 65 rue de la Paroisse, FRANCE

Article 2: License agreement

NAMSOR grants the USER a nonexclusive, non transferable, non sublicensable, worldwide, and revocable license to use and make calls to its API to:

- a) Use our API to develop, implement and distribute software, applications, services or products;
- b) Use and display the NAMSOR trade mark only to inform end-users that such software, applications, services or products were developed by integrating NAMSOR's own API or data.

The USER is not allowed to distribute or to display in any manner the results carried out via NAMSOR or any of its API. Withstanding prior written request from the USER, NAMSOR may grant such a license.

Under this current license, the USER will only use NAMSOR software via its SaaS (Software as a Service) API: direct use of NAMSOR Core Software or NamSor ML Software requires a specific and valid enterprise license, for example:

java -jar dist\NamSorLicense.jar --verify

Usage: java -jar <jar> --hardwareid | --verify | --seckey | --genlic <inputfile> <outputdir> | --genmodel <inputfile> <outputdir> Apr 04, 2018 3:38:08 PM com.namsor.licensing.NamSorLicense3J getSingleton

INFO: Init licensing on hardware ID (MAC): {F4-8C-50-B5-AA-80, 00-00-00-00-00-00-00-00-E0, F4-8C-50-B5-AA-7D, F4-8C-50-B5-AA-7C, 00-AC-E4-76-35-46, 1

Apr 04, 2018 3:38:13 PM com.namsor.licensing.NamSorLicense3J getSingleton

INFO: License namsor.lic loaded and verified OK.

Apr 04, 2018 3:38:13 PM com.namsor.licensing.NamSorLicense3J checkValidity

INFO: Machine has 4 processors, after adjustment processorUnits=2.0

Apr 04, 2018 3:38:13 PM com.namsor.licensing.NamSorLicense3J checkValidity

INFO: License has a processor limit of 8. availableProcessors=4 processorUnits=2.0

Apr 04, 2018 3:38:13 PM com.namsor.licensing.NamSorLicense3J checkValidity

INFO: License is hardware bound, to hardwareID {F4-8C-50-B5-AA-80, 00-00-00-00-00-00-00-00-E0, F4-8C-50-B5-AA-7D, F4-8C-50-B5-AA-7C, 00-AC-E4-76-35-46. 1

Apr 04, 2018 3:38:13 PM com.namsor.licensing.NamSorLicense3J printOut

INFO: This product is licensed to:

fullname John SMITH phone +00123456789

email john.smith@somecompany.com

organization Some Company

licensedApplications

edition Enterprise

hardwarelds 60-A4-4C-40-CE-34,F4-8C-50-B5-AA-7C.00-25-90-25-CD-90,54-35-30-DD-FA-A7

processors 8 licensedModels *

expiryDate 2020-02-13 graceDate 2021-02-13 issueDate 2017-11-14

issuer NamSor SAS <contact@namsor.com>

Apr 04, 2018 3:38:13 PM com.namsor.licensing.NamSorLicense3J checkValidity

INFO: Machine has 4 processors, after adjustment processorUnits=2.0

Apr 04, 2018 3:38:13 PM com.namsor.licensing.NamSorLicense3J checkValidity

INFO: License has a processor limit of 8. availableProcessors=4 processorUnits=2.0

Apr 04, 2018 3:38:14 PM com.namsor.licensing.NamSorLicense3J checkValidity

INFO: License is hardware bound, to hardwareID {F4-8C-50-B5-AA-80, 00-00-00-00-00-00-00-E0, F4-8C-50-B5-AA-7D, F4-8C-50-B5-AA-7

8C-50-B5-AA-7C, 00-AC-E4-76-35-46,]

License is valid.

Article 3: <u>Disclaimers and limitation of liability</u>

Sociolinguistic inference does NOT deliver 100% accurate results, but only correlations that are statistically meaningful. NAMSOR do its best to provide excellent Services. However, the Services are provided AS-IS and NAMSOR makes no warranty of any kind. NAMSOR offers free trials. NAMSOR don't give refunds.

NAMSOR is not responsible for any result of any kind brought out using its Services. The USER is solely responsible and accountable when using NAMSOR services.

NAMSOR is not responsible for any damage, injury or accident which may result to anyone or any of its material, tool, database, software, hardware, from the use of its Services.

When a USER should be dissatisfied with NAMSOR Services, the exclusive remedy is to discontinue using them.

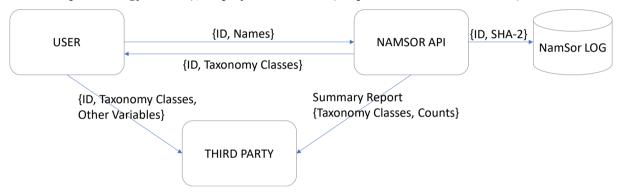
Article 4: Modifications – Interruption - Accuracy

NAMSOR is free to modify or to interrupt its services. NAMSOR is never liable for such a modification or interruption. NAMSOR is not committed to provide any update.

Article 5: <u>Data - Personal data - Privacy Policy</u>

All information going in/out of NAMSOR API is logged in order to improve NAMSOR services, i.e. to improve the accuracy of NAMSOR sociolinguistics algorithms based on machine learning, reinforced learning and other artificial intelligence techniques.

NAMSOR, on the explicit USER's request, provides a specific anonymization functionality, translating personal names into non-reversible SHA-2 digests (header X-Anonymizer = SHA-256). In that case, no personal information is retained by NAMSOR, and yet NAMSOR can act as a trusted provider in Three Way relationship between the USER and a THIRD PARTY designated by the USER. For example, in the use case of analyzing sensitive data on patients (for clinical trials or epidemiology studies), employees or clients (for patterns of discrimination).



NAMSOR don't sell, rent or trade personal data. NAMSOR carry out demographic studies on names to enhance comprehension of global names. NAMSOR carries applied research in onomastics (the Science of Proper Names, a branch of Sociolinguistics).

NAMSOR may collect personal or non-personal identification information such as cookies from any USER.

The USER grants NAMSOR with the rights to register and to operate its data, including personal data. The USER is granted by NAMSOR to access and to correct personal data. Any USER is also granted a right to opt out of his personal data treatment.

Article 6: Applicable laws and jurisdictional issues

French law shall apply. Both Parties shall do its best efforts to find a conciliation.

One month after the communication of the claim from one party to the other and if the conciliation attempted should fail, then any disputes arising out of or in connection with the present contract shall be finally submitted to the French jurisdiction.

Article 7: <u>Parties location</u>

The USER is presumed located at the first address he declared. NAMSOR is located at its registered office above mentioned.