

# WASDI EULA/SLA

## 1. Introduction

- 1.1. WASDI is a cloud service provided by WASDI Sarl (“WASDI”, “we”, or “us”). By using the WASDI platform services (“Services”), you agree to be bound by the following Terms of Service and any future modifications (collectively, the “Terms”).
- 1.2. **Please read these Terms carefully:** This end user agreement represents a legal between (a) you (either an individual or single entity) and (b) use (WASDI) that governs the use of our Services. **If you use the Services, you agreed to these Terms.**

## 2. Signing Up

- 2.1. You must register for a WASDI account to use the Services. You are responsible for all use of the Services under your account, whether or not authorized. At our discretion, we may make limited exceptions to this policy for unauthorized use of your account if you notify us of the problem in a timely manner.
- 2.2. If you are entering into this agreement on behalf of your company or another legal entity, you represent that you have the authority to bind that entity to these Terms.

## 3. Our Services

- 3.1. WASDI Services are available to you in accordance with these Terms. We grant you a non-exclusive, revocable license and right to:
  - a. Use the Services within 3<sup>rd</sup> party applications; and
  - b. Use the Services to develop your own WASDI applications;
  - c. Use the Services with a Machine-to-Machine connection with third party systems;
- 3.2. Within the trial period and within non-commercial plans you may only use services for non-commercial purposes and for research. With paid subscription plans, you may use services for both commercial and non-commercial purposes.

## 4. Service Hours and Exceptions

- 4.1. The Service is delivered 24 hours per day, 7 days per week (i.e., 365 days or 8,760 hours per year), to seamlessly support business operations.
- 4.2. Planned and announced interruptions may reduce the effective operating time of the Service.
- 4.3. The following exceptions with respect to the Service Operations apply:
  - a. Planned and agreed interruptions (e.g., for maintenance) are not considered as unavailability of the service, since they are not part of the effective operating time. Maintenance windows or other planned interruptions will be announced with a lead time of at least 3 working days.
  - b. Outages or interruptions from third party services on which the Service Operations rely are not considered as unavailability of the service, since these outages are out of the control of WASDI Sarl.
- 4.4. Additionally, WASDI reserves the right to temporarily suspend the service in whole or in part in case of:

- a. Detected security threats or vulnerability of the Service or individual Service Components;
- b. Evidence of fraudulent intent or misuse of the Service or individual Service Components;
- c. Infringements with respect to third party agreements imposed on the Service or Service Components as well as violations to the present agreement;
- d. Adversely affecting other Service Provider services, services of the Service Provider customers or any Service Provider customer activities; and
- e. Violations with reference to payment obligations inherent with the Service delivery.
- f. In the event of a temporary suspension of the Service, you remain responsible for all fees and charges incurred during the period of suspension.

## 5. Service Guarantees

- 5.1. The Service will be available with a minimum availability (level 1 and level 2, see §5.8) of 95%. However, a single service interruption will have a duration of fewer than 72 hours (weekdays only). Scheduled maintenance downtime is announced with a notification period of more than 1 week.
- 5.2. If the minimum availability (§5.1) is not provided by the Service Provider, the Service Provider will grant an annual service credit of 10% of the price of the Service, to the Service User which will be deducted on the next outstanding invoice.
- 5.3. To receive a credit, the Service User must contact the Service Provider within 30 days following the end of the unavailability via email at the address provided in §5.7 and include the dates and times of unavailability.
- 5.4. If the Service Provider confirms that the uptime percentage covered by the Service User request is below the minimum availability (§5.1), the Service Provider will issue the Service User a service credit. The service credit is added to the end of the Service User's term for the Service, and cannot be exchanged for, or converted to, monetary compensation.
- 5.5. The maximum service credit that the Service Provider will issue for downtime in a month is 25% of the fees the Service User owes the Service Provider for the month in which the Service did not achieve minimum availability.
- 5.6. The WASDI Service Level Agreement (SLA) includes the provision of a chat support in a public Discord Channel from Monday to Friday, from 9:00AM to 7:00PM CET.
- 5.7. Direct support requests should be sent via e-mail to: [info@wasdi.cloud](mailto:info@wasdi.cloud)

## 6. Unlawful or Unauthorized Uses

- 6.1. You may not use the Services for any unlawful purpose. Your use of the Services must comply with all local rule regarding online conduct and acceptable content.
- 6.2. You may not use the Services in any manner that could damage or overburden the Services or interfere with any other party's use of the Services.
- 6.3. You may not engage in other unacceptable uses of the Services, which include but are not limited to:
  - a. Disseminating material that is abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious;

- b. Aiding or implementing practices violating basic human rights or civil liberties;
- c. Disseminating or storing material that infringes the copyright, trademark, patent, trade secret, or other intellectual property rights of any person;
- d. Creating a false identity or otherwise attempting to mislead others as to the identity or origin of any communication;
- e. Exporting, re-exporting, or permitting downloading of any content in violation of any export or import law, regulation, or restriction of the European Union and its agencies or authorities, or without all required approvals, licenses, or exceptions;
- f. Interfering with or attempting to gain unauthorized access to any computer network;
- g. Transmitting viruses, Trojan horses, or any other malicious code or program; or
- h. Engaging in any other activity deemed by WASDI to be in conflict with the spirit or intent of these Terms.

## 7. User-Supplied Applications

- 7.1. The user supplied applications remains a full property of the user.
- 7.2. Limited to the purpose of hosting your content so that we can provide the Services to you, you hereby grant WASDI a non-exclusive, worldwide, royalty-free, transferable right and license (with the right to sublicense), to host, copy and back-up your code.
- 7.3. If you decide to set your application as public, or you share it with other Users, you also grant WASDI a to non-exclusive, worldwide, royalty-free, transferable right and license (with the right to sublicense), to use, copy, cache, publish, display, distribute and store such content. This right and license enables WASDI to host and mirror your content on its distributed platform. You warrant, represent, and agree that you have the right to grant WASDI these aforementioned rights.
- 7.4. On termination of your account WASDI will make all reasonable efforts to promptly remove from the site and cease use of your content; however, you recognize and agree that caching of or references to the content may not be immediately removed.

## 8. Third-Party Applications

- 8.1. Other than your content, all content accessible through the Services, including text, graphics, maps, logos, images, illustrations, software or source code, audio and video, and animations, are all property of WASDI and/or third parties and are protected by Luxembourgish and international copyright law. You may be held liable for any unauthorized copying or disclosure of this content. You agree that WASDI's licensors shall be third-party beneficiaries to these Terms and that these companies may directly enforce, and may rely upon, any provision of the Terms that confers a benefit on them or grants rights in their favor.
- 8.2. All logos and product names appearing on or in connection with the Services are proprietary to WASDI and/or its licensors and/or suppliers. You may not remove any proprietary notices or product identification labels from the Services' software, maps, or other content.

## 9. Account Termination or Suspension

- 9.1. Your WASDI account may be terminated by you at any time. However, we do not give pro-rated refunds for unused time if you cancel during a billing cycle.
- 9.2. The limited license granted by this agreement terminates automatically, without notice to you, if you breach any of these Terms.
- 9.3. Additionally, WASDI may cancel or suspend your account for any reason by providing you with thirty days' advance notice. Upon cancellation or suspension, your right to use the Services will cease immediately. You may not have access to data that you had stored on the site after we cancel or suspend your account. You are responsible for backing up data that you use with the Services. If we cancel your account in its entirety without cause, we will refund you on a pro-rata basis the amount of your payment corresponding to the portion of your Service remaining right before we cancelled your account.

## 10. Changes to Terms of Service

- 10.1. We reserve the right to modify these Terms at any time by posting the changed terms on the WASDI website. All changes shall be effective immediately upon posting. Please check these Terms periodically for changes. Your continued use of the Services after we post any changes constitutes your binding acceptance of the new terms.
- 10.2. We may change the features and functions of the Services and the terms of the SLA may change over time.

## 11. Indemnification

- 11.1. By using the platform, the user agrees to hold harmless WASDI, its subsidiaries, affiliates, officers, agents, partners and employees for any claim or demand, including reasonable attorneys' fees arising out of:
  - i. Your use of the Services;
  - ii. Your violation of these Terms;
  - iii. Your end users' use of the Services in or through an application or service that you provide;
  - iv. Content you or your end users submit, post to, extracts from, or transmit through the Services.

## 12. Information Security and Data Protection (GDPR)

- 12.1. The following rules for information security and data protection apply:
  - i. The Service follows best practice with respect to information security management by implementing physical, technical, and organizational controls to reduce the probability and impact of identified information security risks related to the present service.
  - ii. In general, information security (IS) risks of the service are classified with a low risk level in view of the identified information assets and threats inherent with the service.
  - iii. The Service takes appropriate and reasonable measures to protect data of the customer against accidental or unlawful loss, access or disclosure. All storage media,

as well as the entire server infrastructure, which are made available as part of the service offering, are located within the European Union.

## 13. Disclaimer

- 13.1. YOU EXPRESSLY AGREE THAT THE USE OF THE SITE IS AT YOUR SOLE RISK. THE SITE AND ITS SOFTWARE, SERVICES, MAPS, AND OTHER CONTENT, INCLUDING ANY THIRD-PARTY SOFTWARE, SERVICES, MEDIA, OR OTHER CONTENT MADE AVAILABLE IN CONJUNCTION WITH OR THROUGH THE SITE, ARE PROVIDED ON AN "AS IS", "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED.
- 13.2. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, WASDI DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON- INFRINGEMENT OF PROPRIETARY RIGHTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM WASDI OR THROUGH THE SITE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.
- 13.3. WASDI DOES NOT WARRANT THAT THE SITE, INCLUDING ANY SOFTWARE, SERVICES, MAPS, OR CONTENT OFFERED ON OR THROUGH THE SITE OR ANY THIRD-PARTY SITES REFERRED TO ON OR BY THE SITE WILL BE UNINTERRUPTED, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS AND DOES NOT WARRANT THAT ANY OF THE FOREGOING WILL BE CORRECTED.
- 13.4. WHEN USING THE SERVICES, YOU MAY BE EXPOSED TO USER SUBMISSIONS AND OTHER THIRD-PARTY CONTENT ("NON-WASDI CONTENT"), AND SOME OF THIS CONTENT MAY BE INACCURATE, OFFENSIVE, INDECENT, OR OTHERWISE OBJECTIONABLE. WE DO NOT ENDORSE ANY NON-WASDI CONTENT. UNDER NO CIRCUMSTANCES WILL WASDI BE LIABLE FOR OR IN CONNECTION WITH THE NON-WASDI CONTENT, INCLUDING FOR ANY INACCURACIES, ERRORS, OR OMISSIONS IN ANY NON-WASDI CONTENT, ANY INTELLECTUAL PROPERTY INFRINGEMENT WITH REGARD TO ANY NON-WASDI CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY NON-WASDI CONTENT.
- 13.5. WASDI DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SITE OR ANY THIRD-PARTY SITES REFERRED TO ON OR BY THE SITE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE.
- 13.6. YOU UNDERSTAND AND AGREE THAT YOU USE, ACCESS, DOWNLOAD, OR OTHERWISE OBTAIN SOFTWARE, SERVICES, MAPS, OR CONTENT TO YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR PROPERTY (INCLUDING YOUR COMPUTER SYSTEM) OR LOSS OF DATA THAT RESULTS FROM SUCH DOWNLOAD OR USE.
- 13.7. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THESE TERMS APPLY

TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE LAWS OF THE JURISDICTION IN WHICH YOU ARE LOCATED.

## 14. Limitation of Liability

- 14.1. UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, INCLUDING NEGLIGENCE, SHALL WASDI OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING LOSS OF PROFITS, DATA, OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THESE TERMS OR THAT RESULT FROM YOUR USE OR THE INABILITY TO USE THE SITE, INCLUDING SOFTWARE, SERVICES, MAPS, CONTENT, USER SUBMISSIONS, OR ANY THIRD-PARTY SITES REFERRED TO ON OR BY THE SITE, EVEN IF WASDI OR A WASDI AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 14.2. IN NO EVENT SHALL THE TOTAL LIABILITY OF WASDI OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD-PARTY PARTNERS, LICENSORS, OR SUPPLIERS TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION ARISING OUT OF OR RELATING TO THESE TERMS OR YOUR USE OF THE SITE (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY, OR OTHERWISE) EXCEED THE GREATER OF ONE HUNDRED EURO (100 EUR) OR FEES PAID OR PAYABLE TO WASDI IN THE TWELVE MONTHS PERIOD PRIOR TO THE DATE ON WHICH THE DAMAGE OCCURRED.
- 14.3. THESE LIMITATIONS SHALL ALSO APPLY WITH RESPECT TO DAMAGES INCURRED BY REASON OF ANY PRODUCTS OR SERVICES SOLD OR PROVIDED ON ANY THIRD-PARTY SITES REFERRED TO ON OR BY THE SITE OR OTHERWISE BY THIRD PARTIES OTHER THAN WASDI AND RECEIVED BY YOU THROUGH OR ADVERTISED ON THE SITE OR RECEIVED BY YOU THROUGH ANY THIRD-PARTY SITES.
- 14.4. YOU AND WASDI AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF THESE TERMS OR RELATED TO WASDI MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, SUCH CAUSE OF ACTION IS PERMANENTLY BARRED.