

# NATO HQ SACT Innovation Branch

## Minimum Viable Product<sup>1</sup>

### TERMS OF USE

#### Introduction

This NATO HQ SACT Innovation Branch Minimum Viable Product (hereafter “the MVP”) Terms of Use (the “Terms”), constitute a binding agreement between Users, the entity accessing or using the HQ SACT Innovation Branch’s MVP (hereafter “the User”) and the HQ SACT Innovation Branch, which HQ SACT Innovation Branch will provide or allow access to Users under these Terms.

By accessing or using the HQ SACT Innovation Branch MVP, Users acknowledge and warrant that Users hereby consent to be bound by these Terms and any other written agreement that may be entered into at a later stage. If Users do not agree to any of the terms, Users may not access or use the HQ SACT Innovation Branch MVP or any part thereof. If certain features of HQ SACT Innovation Branch MVP are subject to additional terms, provisions or guidelines, they are incorporated herein by reference.

By creating an account, clicking Users acceptance to these Terms, or by using the HQ SACT Innovation Branch MVP Users signify that Users have read and agree to be bound by these Terms and that Users have the full authority to enter into and bind the User to these Terms.

By providing Users information and registering to the HQ SACT Innovation Branch MVP Users consent to HQ SACT Innovation Branch sending Users marketing emails regarding the HQ SACT Innovation Branch MVP and related products.

IF USERS DO NOT AGREE TO ALL OF THE TERMS OF THE AGREEMENT THEN USERS MAY NOT USE THE HQ SACT INNOVATION BRANCH MVP.

#### Registration/Login

To access and use the HQ SACT Innovation Branch MVP, Users will be asked to create, or will be provided with, an account. As part of the account creation or update process, Users will be asked to provide Users personal data and create or update a password. When registering an account, Users must provide true, accurate, current and complete information about Users as requested during the account creation/update process (“Registration Information”). Users must also keep that information true, accurate, current and complete after Users create user accounts.

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<sup>1</sup> These Terms of Use utilize the generic term “MVP” (Minimum Viable Product”) to refer to all innovative applications and capabilities originating with the NATO HQ SACT Innovation Hub. In this case, MVP refers to the specific capability the user is accessing on a trial or experimental basis.

Users are obligated to keep the password protected from third party access in order to prevent misuse of Users account. Any uses via the account will be attributed to Users as the registered user. Users have the option to (request to) change the account password at any time in order to help prevent misuse of the account. Users agree to notify HQ SACT Innovation Branch immediately upon learning of any unauthorized use of Users account or any other breach of security of Users account.

## **Eligibility**

To use the MVP Users must meet the following criteria and represent and warrant that Users are at least 18 years or older and that Users have full power and authority to enter into these Terms and doing so will not violate any other agreement to which Users are a party or any applicable law.

## **Right of Use**

HQ SACT Innovation Branch grants the User a non-exclusive, fee-based, non-transferable, non-sub-licensable license and right to access the HQ SACT Innovation Branch MVP during the Term, solely for the purposes indicated on the MVP workspace and in accordance with these Terms. For MVP's featuring use cases, user is responsible to choose and define the appropriate and accurate use case on the workspace and to use the data solely for the use case selected. User may allow its employees, consultants, contractors and agents access and use of the MVP on User's behalf, provided that:

1. Users are aware of and compliant with the terms, restrictions and obligations as set forth in these Terms,
2. Users are bound by a non-disclosure agreement that is no less restrictive than the confidentiality terms under the terms of these Terms, and,
3. User assumes full responsibility for all acts and omissions of User in relation to their use of the MVP.

Sample Data: these Terms shall apply also in cases where Users receive sample data from HQ SACT Innovation Branch. Any such sample data shall be used for User internal evaluation purposes only, no commercial use allowed, and only for the limited duration stated when sample is shared and for the designated use case.

Any other use of the HQ SACT Innovation Branch MVP not set forth herein shall be excluded from the scope of this right of use. In particular, Users are not authorized to use names, trademarks, company marks, logos or other components of the MVP or HQ SACT Innovation Branch outside the legally permitted free use.

## **Usage Limits and Changes to API**

From time to time, HQ SACT Innovation Branch may monitor Users' usage of the HQ SACT Innovation Branch MVP and may place limits on access to the HQ SACT Innovation Branch MVP (e.g., limits on numbers of calls or requests made through APIs), either generally or with respect to Users specifically. Users agree to comply with these limits. The number of API Calls Users will be permitted to make during any given period may

be limited. HQ SACT Innovation Branch will determine usage limits based on various factors. Users will not be allowed to make API Calls that exceed the usage limits.

Where API's are integrated into the MVP, HQ SACT will try to ensure that future versions of HQ SACT's APIs are backwards compatible to at least the previous version to the extent reasonably possible. HQ SACT may modify or update HQ SACT's APIs from time to time. HQ SACT may, in HQ SACT's sole discretion, charge Users for API calls that exceed the call limits or terminate Users access to the API. HQ SACT limit the number of API calls HQ SACT permit Users to make using the trial data service. If HQ SACT believe that Users have attempted to exceed or circumvent these limitations, HQ SACT may temporarily or permanently block Users ability to use APIs or the HQ SACT Innovation Branch MVP.

Users agree that HQ SACT may collect certain usage data and information related to Users use of HQ SACT's APIs and the HQ SACT Innovation Branch MVP, and that HQ SACT may use such usage data for any organizational purpose, internal or external.

## **Limitation on Use**

Users may not use or access the HQ SACT Innovation Branch MVP for benchmarking or any other competitive purpose.

Unless expressly agreed otherwise, User may not:

- use the MVP or data provided for commercial purposes;
- use or permit others, to use the MVP in any manner not explicitly permitted under these Terms;
- resell, distribute, rent, lease, license, transfer, lend, display or assign the MVP or the data therein;
- decompile, reverse engineer, disassemble or otherwise create, attempt to create or derive, or permit or assist any third party to create or derive the source code underlying the HQ SACT Innovation Branch MVP;
- use the MVP in connection with any individual credit, employment or insurance decisions, except as permitted under and in compliance with the applicable law, or to create or contribute to a "consumer report" as set forth under the applicable law;
- interfere with or disrupt the integrity or performance of the MVP;
- attempt to gain unauthorized access to the MVP or their related systems or networks, or systematically access the Service using 'bots', 'crawlers' or 'spiders';
- copy, frame or mirror the MVP, except as specifically required for the Purposes;
- use the MVP to develop or offer a similar Service to the MVP; or
- circumvent any security means or access control technology included in or with the HQ SACT Innovation Branch MVP.

## **Lawful Use Only**

User will not use or allow others to use the MVP for any activity that constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or

otherwise violate applicable laws, rules and regulations including, without limitation, laws, rules and regulations governing privacy, direct marketing, telemarketing, do-not-call registries, spam, export control, consumer protection, unfair competition, unfair or deceptive trade practices and false advertising.

## **Privacy**

HQ SACT respect Users privacy and HQ SACT are bound by HQ SACT's internal privacy and data protection policy. You can obtain a copy via [contact\[at\]innovationhub-act.org](mailto:contact@innovationhub-act.org).

Users may not derive, or attempt to derive, either directly or indirectly, the identity of an Individual from any data-set included in the MVP.

## **Confidentiality and Security**

Users will maintain strict confidentiality of the MVP. Users will not make copies of the data therein, except as necessary to use the MVP for the Purposes and under the terms herein. Users may access the MVP as required and subject to the confidentiality terms herein. User will use appropriate technical and organizational measures to secure the MVP data and in a manner no less protective than the measures that User uses to protect User's own similar assets, but in no event less than reasonable care and as required under the applicable law.

Users will not disclose any non-public information related to the MVP, or have it disclosed, directly or indirectly, to any third party without HQ SACT Innovation Branch's prior written consent. If User is compelled by law to disclose the MVP Data or any information related to the MVP, User will promptly provide HQ SACT Innovation Branch a prior notice of such compelled disclosure (to the extent legally permitted) and will further provide HQ SACT Innovation Branch with reasonable assistance in obtaining an order protecting the MVP from disclosure.

Users will disclose only the information related to the MVP which is required by law to be disclosed and avoid disclosure of any excess data. The obligations of this Section will survive termination or expiration of these Terms and continue for three (3) years from the date of expiration or termination of these Terms. Notwithstanding, User will maintain the confidentiality of any trade secret embodied in the MVP for so long as it remains a trade secret. Unauthorized use or disclosure of HQ SACT Innovation Branch's confidential information may result in an immediate and irreparable injury to HQ SACT Innovation Branch or its affiliates, for which monetary damages may not be adequate. If any use of MVP violates or, in HQ SACT Innovation Branch's reasonable discretion, is likely to violate these Terms, HQ SACT Innovation Branch will, in addition to any other rights and remedies available to HQ SACT Innovation Branch under the applicable law, will be entitled to equitable relief, including temporary and permanent injunctive relief and specific performance.

User acknowledges and agrees that HQ SACT Innovation Branch is entitled to disclose its name and the fact that he is a User of HQ SACT Innovation Branch in order to enable

provision of Sample Data and/or MVP Data and if applicable get required approval from HQ SACT Innovation Branch's Data Providers.

## **Feedback**

Users may provide the Innovation Branch with suggestions or comments for enhancements or improvements, new features or functionality or other feedback ("Feedback") with respect to the HQ SACT Innovation Branch MVP, and/or the HQ SACT Innovation Branch MVP and service. HQ SACT Innovation Branch appreciates the feedback, and enjoys the full, unencumbered right to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with further developing or refining the MVP.

## **Intellectual Property**

HQ SACT Innovation Branch retains sole ownership in all rights, title and interest related to the MVP, and any modifications, enhancements and additional results related to the provision of MVP and any ancillary MVP related thereto by HQ SACT Innovation Branch to User. This Agreement does not provide User any ownership rights in the MVP.

## **Suspension of Use**

HQ SACT Innovation Branch is entitled to suspend Users right of use and to revoke this license if it has a credible reason to believe that the Users have misused the HQ SACT Innovation Branch MVP.

## **Term and Termination**

These Terms will come into force once an account is created and will continue until it has been duly terminated in accordance with these Terms hereof (the "Term").

Either party may terminate this Agreement upon prior written notice of thirty (30) days, except for User misuse, in which case HQ SACT can terminate the agreement unilaterally and immediately, in cases where cure is impractical.

At any time during the Term each party may immediately terminate this Agreement, if the other Party breaches these Terms and does not cure the breach within fourteen (14) days after receiving a written notice by the first Party about said breach, except in cases of misuse, in which case HQ SACT can terminate the right to use immediately.

Upon termination or expiration of this Agreement, User will immediately cease any use of the MVP and MVP and will promptly and permanently delete all copies of the MVP Data from all User's information systems and databases, including back-ups and disaster recovery sites signed by an authorized representative of User.

## **Mutual Warranty**

HQ SACT Innovation Branch and User represent and warrant to each other that each has procured the necessary agreements, permissions and rights of use, to execute, enter into, and perform its obligations under these Terms.

## **HQ SACT Innovation Branch Warranty**

HQ SACT Innovation Branch represents and warrants that it has procured the necessary agreements, permissions and rights of use, to execute, enter into, and perform HQ SACT Innovation Branch's obligations under these Terms including the authority to permit User to use the MVP under the Terms herein.

HQ SACT Innovation Branch further warrants to use commercially reasonable efforts to provide the MVP diligently and efficiently. However, certain risks are nevertheless inherent to the transmission and provisions of the MVP. HQ SACT Innovation Branch does not warrant that the MVP will be provided in an uninterrupted or error-free manner.

User acknowledges that the MVP Data is derived from HQ SACT Innovation Branch's data sources, including external licensed data sources, and may be incomplete or out-of-date and may contain errors, omissions and inaccuracies. If the MVP is held to, or HQ SACT Innovation Branch reasonably believes that the MVP is likely to be held to infringe a copyright, patent, trade secret, or other third-party right, HQ SACT Innovation Branch will have the right, at HQ SACT Innovation Branch's sole discretion, to:

1. substitute or modify the MVP or any portion thereof so that it is non-infringing;  
or
2. obtain a right, license or permission to continue providing the MVP. Except for any warranty specifically granted herein, the MVP are provided hereunder "as is" and "as available" without additional warranty of any kind.

## **User Warranty**

User represents and warrants that User will restrict any use of the MVP Data only to permitted and lawful purposes and the specific MVP he created and will abide by the limitations of use of the MVP Data – all pursuant to the terms of these Terms and limitation specified while creating a Service in the HQ SACT Innovation Branch MVP.

## **No Other Warranties**

Except for any warranty specifically granted under these Terms and the Parties' commitments under the Privacy Statement, to the maximum extent permitted by law, the Parties, the Parties' affiliates and any person on a Party's behalf, expressly disclaim any and all warranties, conditions, representations and guarantees with respect to these Terms, whether express or implied, arising by law, custom, prior oral or written statements, or otherwise, including, without limitation, any warranty of merchantability,

accuracy, completeness correctness, fitness for a particular purpose or non-infringement. No representation or other affirmation of fact, including, without limitation, statements regarding capacity or suitability for use or performance of Marketplace, Provider's Data and the usage thereof, whether made by a Party's employees, contractors, or otherwise, which is not contained in these Terms, will be deemed to be a warranty by the Party for any purpose, or give rise to any liability of the Party.

## **Limited Liability**

To the maximum extent permitted by the applicable law, a Party, including a Party's employees, directors, shareholders, advisors, third party MVP providers and anyone acting on a Party's behalf, will not be liable for any, direct (except as provided hereinunder), indirect, incidental, consequential, special or punitive damages, or any loss of profit, or expenses of any kind, arising from, or in connection with these Terms, whether such liability is asserted on the basis of contract, tort or otherwise. A Party's aggregated liability for direct damages only, as a result of gross negligence or willful misconduct by a Party, or anyone on a Party's behalf, and the other Party's sole remedy, caused in connection with a specific Service will not exceed the fees actually paid by User to HQ SACT Innovation Branch under that specific Service within in the twelve months preceding the occurrence of the claimed damage.

## **Indemnification**

User undertakes to indemnify and hold HQ SACT harmless from and against third party court actions or written demands ("Claims") arising directly out of the indemnifying Party's breach of a warranty under these Terms or a commitment under the Privacy Statement. The indemnifying Party's indemnity will cover damages, costs and expenses, including reasonable attorneys' fees that the indemnified Party will incur in responding to Claims. The indemnifying Party's obligation under this section will apply provided that: the indemnified Party notifies the indemnifying Party in writing about a Claim, promptly after becoming aware of the Claim; gives the indemnifying Party the right to control and direct the investigation, preparation, defense, trial and settlement of the Claim; that the indemnified Party will not make any admission of liability, agreement or compromise in relation to the Claim without the indemnifying Party's prior written consent; that the indemnifying Party will promptly reimburse the indemnified Party with the indemnification payments upon a final decision of a competent court or a regulatory authority indicating a Party's violations of the applicable law or subject to the explicit written agreement of the Parties; and that the indemnified Party will fully cooperate with the indemnifying Party in the defense and settlement of the Claim.

## **Governing Law and Jurisdiction**

These Terms shall be governed solely by the laws of the Commonwealth of Virginia, and without giving effect to any conflicts of law principles, which would result in the application of the laws of a jurisdiction other than the Commonwealth of Virginia.

Users irrevocably consents to settlement of disputes by negotiation and consultation, without resort to any court, judicial body, or arbitration authority.

## **General**

These Terms along with HQ SACT's Privacy Policy and to the extent applicable HQ SACT's Privacy Statement constitute the entire agreement between Users and HQ SACT Innovation Branch with respect to the use of the HQ SACT Innovation Branch MVP.

No waiver, concession, extension, representation, alteration, addition or derogation from these Terms will be effective unless effected in writing and expressly.

Users may not assign or transfer Users rights or obligations under the Terms. Any attempted or actual assignment or transfer by Users will be null and void. HQ SACT may assign or transfer HQ SACT's rights or obligations under the Terms to any third party, provided that Users rights under the Terms are not compromised by such assignment or transfer.

The paragraph headings herein are intended solely for the purpose of orientation and reading convenience, and will not be used for interpretation purposes.

If any provision of these Terms is held by a court of competent jurisdiction to be illegal, invalid, unenforceable, or otherwise contrary to law, the remaining provisions of these Terms will remain in full force and effect, to the maximum extent.

Order of Precedence: it is hereby clarified that if User has signed any paper agreement or annex with HQ SACT Innovation Branch this should take precedence over the terms herein with respect to anything covered under that paper agreement and should govern the engagement between HQ SACT Innovation Branch and User with respect to those issues covered by the paper document.

## **Modifications to these Terms**

HQ SACT Innovation Branch may modify these Terms from time to time as described herein. Users continued use of the HQ SACT Innovation Branch MVP following such modifications shall constitute Users consent to the modified Terms.

## **Contact Us**

Users can contact HQ SACT Innovation Branch at [contact\[at\]innovationhub-act.org](mailto:contact@innovationhub-act.org).