



Speech Collection Dataset Licence Agreement

(the “Licence Agreement”)

This Licence Agreement is entered into by and between the Company, (the “Licensor”), being the creator and owner of the specific speech collection dataset (the “Dataset”) described in the Schedule hereto, and the Service User (the “Licensee”), who purchases certain licensed entitlements, as detailed herein, in respect of such Dataset.

The Licensor and the Licensee may be referred to jointly herein as the “Parties” or may each, individually, be referred to as a “Party”.

Use of the plural will include the singular, and vice versa, unless the context indicates otherwise.

1. Definitions

In this Licence Agreement the following terms will have the meanings set out below.

1.1 “Commencement Date” means the date on which this Licence Agreement commences, as specified in item 4 to the Schedule;

1.2 “Company” means Way With Words Ltd/Way With Words SA (Pty) Ltd, as described on the Website;

1.3 “Intellectual Property Rights” means all rights in and to any copyright, trademark, trading name, design, patent, know-how (trade secrets) and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic field and any application or right to apply for registration of any of such rights and any right to protect or enforce any such right”;

1.4 “Provisions” has the meaning assigned to it in the [Terms of Service](#) which appear on the Website;

1.5 “Service” and “Service User” have the meanings assigned to them in the Provisions;

1.6 “Schedule” means the schedule attached to this Licence Agreement and forming an integral part thereof;

1.7 “Term” means the period for which this Licence Agreement endures and for which the Licence is granted, as specified in item 5 of the Schedule;

1.8 “Website” means the Licensor’s website at www.waywithwords.net.

2. Licence

The Licensor hereby grants to the Licensee a non-exclusive, non-sublicensable and non-transferable right (the "Licence") to gain access to and utilise the content of the Dataset strictly in accordance with the terms and conditions set out in this Licence Agreement.

3. Licence Charge

In consideration for the Licensor providing the Licence under clause 2 of this Licence Agreement, the Licensee agrees to pay the Licensor the amount of the Licence Charge, as specified in item 2 of the Schedule in the manner stated therein.

4. Intellectual Property Rights

Copyright in respect of the Dataset and all parts thereof vests in the Licensor and the latter reserves any and all other rights not expressly granted to Licensee in this Licence Agreement. The Licensee acquires no rights in respect of the Dataset or any part thereof other than as expressly set out herein.

5. Licensee's Obligations and Undertakings

5.1 The Licensee may not use the Dataset or any part thereof for any purpose other than as specified in this Licence Agreement and, more specifically, in item 3 of the Schedule hereto.

5.2 The Licensee may not disclose the contents of the Dataset, or any portion thereof, to any person for any purpose other than as set out in this Licence Agreement. The Licensee may permit its employees to use the Dataset, or part thereof, for the purposes described in item 3 of the Schedule hereto, provided that the Licensee takes all necessary steps and imposes the necessary conditions to ensure that all employees using the Dataset, or any part thereof, do not commercialise or disclose any of the contents thereof to any third party, or use same other than in accordance with the terms of this Licence Agreement.

5.3 No copies of the Dataset, or any part thereof, are to be made by the Licensee other than as expressly approved by the Licensor.

5.4 The Licensee will provide technological and security measures to ensure that the contents of the Dataset are secure from unauthorised use or access.

5.5 The Licensee will not use the information contained in the Dataset to identify any person whose personal data may be contained therein and will not use the Dataset or any part of the contents thereof for any purpose that infringes any right of any person or violates any applicable law.

5.6 The Licensee will not distribute, sell, license or sub-license, let, trade or expose for sale the Dataset, or any part thereof, nor will the Licensee cede or assign any rights or title which it has therein in terms of the Licence, to any third party.

6. Limitation of Liability and Disclaimers

6.1 The Licensor makes no warranty or representation, express or implied, with respect to the accuracy, completeness or materiality of the Dataset or any part thereof. Licensor further makes no express or implied warranty as to the fitness of the Dataset, or any part thereof, for a particular

purpose or as to its fitness for any resulting product incorporating any part of the Dataset and will not be liable for any claims arising from the modification, combination, operation or use of the Dataset, or any part thereof, with Licensee computer programs or for any loss or damage suffered by the Licensee or any third party, whether direct or consequential, arising out of or resulting from any use of the Dataset, or any part thereof, by the Licensee or any of its employees.

6.2 The scenarios portrayed in the Dataset are intended by the Licensor to be fictitious and are created only to provide a backdrop to demonstrate the usage of terminology in a particular language. Recording participants are encouraged to create fictitious names, characters, places and incidents. Whilst all reasonable efforts have been made by the Licensor to ensure the exclusion of the use of actual company names and personal information, the Licensor cannot guarantee the complete absence thereof in the Dataset. Any names of companies and/or persons mentioned therein should not in any way be construed as a true and correct representation of same nor should any supporting information or scenarios accompanying same be accepted as having any basis whatsoever in fact. Consequently, the Licensor will not be liable in respect of any actual or perceived loss or damages to any person or entity, caused, or alleged to have been caused, directly or indirectly, by any such inclusion of company or personal information in the Dataset.

6.3 The Licensee acknowledges that:

6.3.1 the Dataset has not been prepared to meet any specific requirements of any party, including any requirements of the Licensee; and

6.3.2 It is therefore the responsibility of the Licensee to ensure that the Dataset, or any part thereof, meets the Licensee's own individual requirements.

7. Indemnification

7.1 The Licensee indemnifies and holds the Licensor harmless and, at Licensor's option, will defend Licensor from and against any and all third-party claims resulting in any way from:

7.1.1 the use or reliance on the Dataset, or any part thereof, by the Licensee and/or any of its employees otherwise than in accordance with this Licence Agreement;

7.1.2 any breach of the terms of this Licence Agreement by the Licensee or any Licensee employee;

7.1.3 any negligence or wilful misconduct on the part of the Licensee or any of its employees.

8. Waiver

Any failure or delay by either Party to exercise any right, power or privilege hereunder or to insist upon observance or performance by the other Party of the provisions of this Licence Agreement shall not operate or be construed as a waiver thereof.

9. Governing Law

In the event that Way With Words Limited is the Licensor hereunder, this Licence Agreement will be interpreted by and governed in accordance with the laws of England and Wales and the courts of

England and Wales will have exclusive jurisdiction in respect of any dispute howsoever, arising between the Parties. In the event that With Words SA (Pty) Ltd is the Licensor hereunder, this Licence Agreement will be interpreted by and governed in accordance with the laws of the Republic of South Africa and the High Court of South Africa, Western Cape Division, Cape Town, will have exclusive jurisdiction in respect of any dispute howsoever arising between the Parties.

10. Non-variation

No amendment, alteration, novation or substitution of any of the terms and conditions of this Licence Agreement shall be of any force or effect unless reduced to writing and signed by both Parties.

11. Severability

In the event that any provision or portion of the terms and conditions of this Licence Agreement is declared invalid or unenforceable for any reason by a court or other body of competent jurisdiction, such provision or portion shall be considered separate and apart from the remainder of the terms and conditions, which shall remain of full force and effect.

12. Reasonableness of undertakings

The Licensee agrees and warrants that all of the restrictive undertakings contained herein are reasonable, that valid consideration has been and will be received therefore and that it is prepared and willing to accept these terms.

13. Enforcement

The Licensee recognises that the terms and conditions of this Licence Agreement are vitally important to the continuing welfare of the Licensor and that monetary damages alone may constitute a totally inadequate remedy for any violation thereof. Accordingly, in the event of any such violation or threatened violation by the Licensee, the Licensor shall have the right, in addition to any other remedies it may have, in contract or in law, to institute urgent legal proceedings to compel specific performance thereof or to procure an interdict or issue an injunction restraining any action by the Licensee in violation of the Licence Agreement.

14. Termination

14.1 This Licence Agreement and the Licence granted hereunder commence upon the Commencement Date, as set out in item 4 of the Schedule hereto. The Licence is granted for the Term, as set out in item 5 of the Schedule, provided that it may be terminated immediately by the Licensor in the event of any of the following:

14.1.1 if the Licensee is in breach of any of the provisions of clause 4 or clause 5 hereof; or

14.1.2 if the Licensee is in breach of any other term of this Licence Agreement and has not corrected such breach to the Licensor's reasonable satisfaction within 7 days of Licensor's notice of same.

14.2 Termination under this clause shall not affect any other rights or remedies which the Licensor may have in contract or in law.

14.3 Upon termination under this clause the Licensee shall immediately cease using any and all parts of the Dataset and shall delete, destroy or return same to the Licensor, as directed by the latter, including any and all copies thereof, and shall certify in writing to the Licensor that the required steps have been taken.

15. Entire Understanding

The Provisions, the [Data Processing Addendum](#) appearing on the Website and the terms and conditions set out in this Licence Agreement and the Schedule constitute the entire understanding between the Parties relating to the subject matter contained herein.

16. Notices

Any notice required to be sent by the Licensor in accordance with this Licence Agreement may be forwarded by electronic mail to the address provided by the Licensee.

17. Survival of provisions on termination

Provisions contained herein which relate to obligations of the Licensee (including, but not limited to, those set out in clause 5), limitation of liability and indemnities (including, but not limited to, those set out in clauses 6, 7 and 19), intellectual property rights, non-disclosure, representation, warranties and waivers shall continue in full force and effect following termination for any reason of this Licence Agreement. In addition, any provisions of this Licence Agreement relevant to the interpretation of same, and/or the process of the enforcement of rights and obligations hereunder, shall survive termination hereof to the extent required for such interpretation and/or enforcement.

18. Representation, Agency and Partnership

Nothing in this Licence Agreement should be construed as creating a partnership, joint venture or agency relationship between the Parties and the Licensee is not entitled to take any action for or on behalf of or in the name of the Licensor or purport to act as agent or representative of the latter in any manner whatsoever.

19. Records

The Licensee agrees to maintain complete and accurate records, in accordance with generally accepted accounting principles, with respect to matters necessary for determining any amounts which may be due hereunder.

20. Rights of Third Parties

Nothing in this Licence Agreement is intended to confer, nor shall it be construed as conferring, any rights or remedies on any person who is not a party hereto.

21. Authority to conclude agreement

Any person concluding this Licence Agreement in a representative capacity, on behalf of a company/corporation as Licensee, warrants his/her authority to do so and warrants that all resolutions of the company/corporation represented, necessary to conclude this Licence Agreement, have been tabled and passed and are binding upon such company/corporation.

Schedule to Licence Agreement

- Item 1 Dataset description: Natural, human speech, recorded and categorised according to dialect, demographics, domain or other conditions, and certain metadata supporting such categorisation, altogether collected and formed into the specific language compilation or set, as listed on the Website and as selected by the Licensee.
- Item 2 Licence Charge: The Licence Charge is the fee payable by the Licensee, as provided on the Website, in respect of the Licence applicable to the specific Dataset referred to in Item 1 of this Schedule, or applicable to a specific portion of such Dataset.
- Item 3 Approved Purpose: The Dataset (or any part thereof) may be used by the Licensee only within the internal operation of the latter's organisation, or, if the Licensee is an individual, only for his/her personal use, and solely for the purpose of creating a new, or improving an existing, automatic speech recognition (ASR) model or for Natural Language Processing (NLP).
- Item 4 Commencement Date: The Licence Agreement commences immediately upon receipt by the Licensor of the Licence Charge and of confirmation that the Licensee agrees to the terms and conditions of this Licence Agreement.
- Item 5 Term of the Licence: The Licence is granted from the Commencement Date and is effective for an indefinite period, with the proviso that this Licence Agreement, and the Licence provided hereunder, may be terminated at any time in accordance with the provisions of clause 14.