

TERMS OF USE
COBALT SPEECH AND LANGUAGE, INC.
www.cobaltspeech.com and related websites

Updated: August 16, 2019

Overview and Acceptance of Terms of Use

The following are the terms of an agreement (these “*Terms of Use*”) between you and Cobalt Speech and Language, Inc., a Delaware corporation (“*Cobalt Speech*” or “*we*” or “*us*”). By accessing, or using this website – <https://cobaltspeech.com> or any related site maintained by Cobalt Speech on which these Terms of Use are made available (this “*Website*”), you acknowledge that you have read, understand, and agree to be bound by these Terms of Use and to comply with all applicable laws and regulations. If you do not agree to these Terms of Use, please do not use this Website.

Cobalt Speech may, without notice to you, at any time, revise these Terms of Use and any other information contained in this Website. Cobalt Speech may also make improvements or changes in the products, services, or programs described in this site at any time without notice.

General

This Website is owned and operated by Cobalt. Unless otherwise specified, all materials on this Website are the property of Cobalt and are protected by the copyright laws of the United States and throughout the world by the applicable copyright laws.

Cobalt Speech grants you a non-exclusive, non-transferable, limited permission to access and display the Web pages within this site as a customer or potential customer of Cobalt Speech provided you comply with these Terms of Use, and all copyright, trademark, and other proprietary notices remain intact. You may not use a crawler to crawl this Website without express permission from Cobalt Speech, and Cobalt Speech may block any crawlers in its sole discretion. The use authorized under this agreement is non-commercial in nature. For example, you may not sell the content you access on or through this Website. You also may not use the Website to benchmark or train your own competing or other commercial products. All use of this Website not expressly authorized above is prohibited.

Except for the limited permission in the preceding paragraph, Cobalt Speech does not grant you any express or implied rights or licenses under any patents, trademarks,

copyrights, or other proprietary or intellectual property rights. You may not mirror any of the content from this site on another Website or in any other media. Any software and other materials that are made available for downloading, access, or other use from this site with their own license terms will be governed by such terms, conditions, and notices. Your failure to comply with such terms or any of the terms on this site will result in automatic termination of any rights granted to you, without prior notice, and you must immediately destroy all copies of downloaded materials in your possession, custody or control.

From time to time, this Website may contain technical inaccuracies or typographical errors, and we do not warrant the accuracy of any posted information. Please confirm you are using the most up-to-date pages on this Website, and confirm the accuracy and completeness of information before using it to make decisions relating to services, products, or other matters described in this Website.

If any term in this Terms of Use is found by competent judicial authority to be unenforceable in any respect, the validity of the remainder of this Terms of Use will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this Terms of Use.

Trademarks

The trademarks, service marks and logos of Cobalt and others used in this Website (“*Trademarks*”) are the property of Cobalt and their respective owners. You have no right to use any such Trademarks, and nothing contained in this Website or the Terms of Use grants any right to use (by implication, waiver or otherwise) any Trademarks without the prior written permission of Cobalt or their respect owners.

Confidential information

Except for contact information that you provide to use by filing in the Contact Us tab or in requesting a newsletter, Cobalt Speech does not want to receive confidential or proprietary information from you through our Website. Please note that any information or material sent to Cobalt Speech will be deemed NOT to be confidential. By sending Cobalt Speech any information or material, you grant Cobalt Speech an unrestricted, irrevocable license to copy, reproduce, publish, upload, post, transmit, distribute, publicly display, perform, modify, create derivative works from, and otherwise freely use, those materials or information. You also agree that Cobalt Speech is free to use any ideas, concepts, know-how, or techniques that you send us for any purpose. However, we will not release your name or otherwise publicize the fact that you submitted materials or other information to us unless: (a) we obtain your

permission to use your name; or (b) we first notify you that the materials or other information you submit to a particular part of this site will be published or otherwise used with your name on it; or (c) we are required to do so by law. Personally-identifiable information that you submit to Cobalt Speech for the purpose of receiving products or services will be handled in accordance with our Privacy Statement. Please see the tab entitled “Privacy” for information regarding Cobalt Speech’s Privacy Statement.

Business relationships and Links to Other Websites

This Website may provide links or references to non-Cobalt Speech Websites and resources. Cobalt Speech makes no representations, warranties, or other commitments or endorsements whatsoever about any non-Cobalt Speech Websites or third-party resources that may be referenced, accessible from, or linked to any Cobalt Speech site. In addition, Cobalt Speech is not a party to or responsible for any transactions you may enter into with third parties, even if you learn of such parties (or use a link to such parties) from a Cobalt Speech Website. When you access a non-Cobalt Speech Website, please understand that it is independent from Cobalt Speech, and that Cobalt Speech does not control the content on that Website. It is up to you to take precautions to protect yourself from viruses, worms, Trojan horses, and other potentially destructive programs, and to protect your information.

Linking to this site

Cobalt Speech consents only to links to this Website in which the link and the pages that are activated by the link do not: (a) create frames around any page on this Website or use other techniques that alter in any way the visual presentation or appearance of any content within this site; (b) misrepresent your relationship with Cobalt Speech; (c) imply that Cobalt Speech approves or endorses you, your Website, or your service or product offerings; and (d) present false or misleading impressions about Cobalt Speech or otherwise damage the goodwill associated with the Cobalt Speech name or trademarks. As a further condition to being permitted to link to this site, you agree that Cobalt Speech may at any time, in its sole discretion, terminate permission to link to this Website. In such event, you agree to immediately remove all links to this Website and to cease any related use of Cobalt Speech trademarks.

DISCLAIMER OF WARRANTY

USE OF THIS SITE IS AT YOUR SOLE RISK. ALL MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, AND SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES OR GUARANTEES

WHATSOEVER. COBALT SPEECH EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITATION, COBALT SPEECH MAKES NO WARRANTY OR GUARANTEE THAT THIS WEBSITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE.

YOU UNDERSTAND AND AGREE THAT IF YOU DOWNLOAD OR OTHERWISE OBTAIN MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, OR SERVICES FROM THIS WEBSITE, YOU DO SO AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES THAT MAY RESULT, INCLUDING LOSS OF DATA OR DAMAGE TO YOUR COMPUTER SYSTEM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL COBALT SPEECH BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY TYPE WHATSOEVER RELATED TO OR ARISING FROM THIS WEBSITE OR ANY USE OF THIS WEBSITE, OR OF ANY SITE OR RESOURCE LINKED TO, REFERENCED, OR ACCESSED THROUGH THIS WEBSITE, OR FOR THE USE OR DOWNLOADING OF, OR ACCESS TO, ANY MATERIALS, INFORMATION, PRODUCTS, OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS OR LOSS OF PROGRAMS OR OTHER DATA, EVEN IF COBALT SPEECH IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS EXCLUSION AND WAIVER OF LIABILITY APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED ON CONTRACT, WARRANTY, TORT, OR ANY OTHER LEGAL THEORIES.

ADDITIONAL TERMS APPLICABLE TO USE OF DEMOS

By accessing or using any demonstration services available on this Website or any other site posting these Terms (collectively, the “*Demos*”), or by clicking to accept or

agree to the Terms of Use when this option is made available to you, you represent that you have read and understood, and agree to be bound by these Terms of Use and these Additional Terms Applicable to Use of Demos.

Personally identifiable information collected about you by this Website is treated in accordance with the Privacy Statement, which is hereby incorporated into these Terms of Use by reference. If you do not agree to these Terms of Use or the Privacy Statement, you must not access any Demos.

Access

We reserve the right to terminate or modify access to any of the Demos in whole or in part, in any manner in our sole discretion, without notice. We will not be liable if, for any reason, all or any of the Demos is unavailable at any time or for any period. From time to time, we may restrict access to all or part of the Demos to a subset of permitted users. You are solely responsible for making all arrangements necessary for you to access the Demos.

You shall use the Demos exclusively to test and evaluate one or more of Cobalt's products and services available through the Demos.

Prohibited Uses

You agree not to access or use (and shall not permit others to access or use) any Demo in any manner:

- Other than for product evaluation purposes (specifically excluding product demonstration, development, or any production or commercial purposes).
- To process, use, transmit or introduce any confidential or sensitive information of any kind.
- To license, sub-license, sell, re-sell, rent, lease, transfer, distribute or time share or otherwise make them available for access by third parties.
- To disassemble, reverse engineer, decompile or modify them or otherwise create derivative works of them.
- To access them for the purpose of developing a product or service that competes with a Cobalt product or service.
- To use them to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or engage in any other malicious act.
- To disrupt the security, integrity or operation of any Demos or the Website.

- To remove or modify a copyright or other proprietary rights notice in them.
- To use them to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner.
- To use them to damage the property of another.
- That violates any applicable federal, state, local or international law or regulation, or advocates, promotes or assists in any unlawful act, constitutes an illegal threat or violates export control laws.
- That temporarily or permanently alters, erases, removes, copies, modifies, halts or disables any Cobalt or third party data, software or network.
- That violates the rights of any person or entity that may give rise to civil or criminal liability under applicable laws or regulations applicable to you, another user, and/or Cobalt, including violation of privacy or publicity rights, infringement of any copyright, patent, trademark, trade secret or other intellectual property right, or conflicts with these Terms of Use or the Privacy Statement.
- To transmit or introduce offensive materials, including those involving profanity, violence, sexual conduct, pornography or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age.
- To monitor or attempt to gain unauthorized access to: (1) an account or computer not belonging to you; (2) any data, information or communications on any network or system not owned by you, without authorization; (3) any system or network user accounts or passwords of other users, without authorization; or (4) e-mail addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, password robbery, spidering and harvesting).
- That is false, deceptive, misleading or fraudulent, including but not limited to: (1) any attempt to impersonate any person or entity, including any other user, Cobalt or a Cobalt employee; (2) to misrepresent your identity or affiliation with any person or organization; and (3) any attempt to give the impression that you are posting materials from any person or entity other than yourself if that is not the case, including but not limited to altering your IP source address.
- To monitor or copy materials of any Demo for any unauthorized purpose or access the Demo Website via any automatic device, process or means of access such as a robot or spider.
- That may have a detrimental effect on any Demo's function, user interaction or security, including but not limited to: (1) gaining unauthorized

access to, or attempting to compromise the security of, any network, system, computing facility, equipment, data or information; (2) attempting to intercept, redirect or otherwise interfere with communications intended for others; (3) disabling, damaging overburdening or impairing the Website or any server, computer or database connected to or accessed by any Demo; (4) modifying, blocking or otherwise interfering with the display of any Demo; (5) interfering with another user's ability to access, use and enjoy any Demo; (6) accessing another user's registration information or user account without that user's express written permission; (7) transmitting or introducing any malicious or technologically harmful element to the Website such as a spyware program, virus, Trojan horse, worm or logic bomb; (8) performing, without Cobalt's express prior written authorization, scalability testing, load testing, probing, scanning, penetration or vulnerability testing of any Demo; and (9) engaging in any activities that results in any server being the target of a denial of service attack.

If you have any questions regarding the Terms of Use, please email us at info@cobaltspeech.com.