

Agreement for AI Data Analysis Services

Riga,

This Agreement ("Agreement") is entered into between **[Client's Name]**, Reg. nr. **[Client's Registration Number]** and **Mitigate SIA**, Reg. nr. 50103381201, Gustava Zemgala gatve 74a, Riga, LV-1039, Latvia ("Mitigate," "we," "us," or "our") governing your use of Mitigate AI Data Analysis services ("Service").

1. Description of Service

- **Service:** AI Data Analysis powered by OpenAI technology, provided as a one-time service to generate insights based on Client-provided data.
- **Technology Location:** The AI technology is hosted and operated by OpenAI in the United States.

2. Technical Specifications

- **AI Provider:** OpenAI.
- **Data Processing:** Analysis is conducted through OpenAI's API, processing Client data inputs in real time.

3. Permitted and Prohibited Uses of AI

- **Advisory Nature and Output Accuracy:** The Client acknowledges that AI-generated insights should not serve as the sole basis for critical decisions and must be corroborated with additional information or human expertise where necessary.
- **Transparency and Explainability:** While Mitigate will provide general information on the AI technology used, the Client acknowledges that full transparency on each decision or output is limited due to the technical nature of OpenAI's AI models and proprietary protections.
- **Bias and Fairness:** The Client acknowledges the possibility of biases inherent in AI outputs and agrees to assess outputs carefully, especially when they may impact individuals or groups. Mitigate and OpenAI strive to minimize biases but cannot guarantee entirely unbiased outputs.

- **Model Updates and Changes:** The AI model may be periodically updated or modified by Mitigate, which may lead to variations in outputs. The Client accepts that such changes are part of the evolving nature of AI technology and will be communicated if significant. These updates may improve or change the nature of insights provided, and the Client agrees to review outputs accordingly
- **Permitted Uses:** The Client agrees to use AI-generated insights ethically and responsibly, aligning with the intended purpose of the Service and in compliance with all relevant laws and regulations.
- **Prohibited Uses:** Prohibited uses include, but are not limited to, applications such as discriminatory profiling, unlawful surveillance, or automated decision-making processes that could adversely affect individuals' rights or freedoms.

4. Data Transfer and Security

- **Data Location:** Client data submitted for analysis is transferred to OpenAI's servers, based in the United States. Clients should consider potential cross-border data transfer implications per data protection laws.
- **Data Security:** Data transferred to OpenAI is encrypted in transit, with security protocols maintained by both OpenAI and Mitigate to ensure data integrity.

5. Data Retention Policy

- **Processing:** Client data is processed in real time and is retained on Mitigate servers after analysis, Client data is processed in real time and retained securely on Mitigate servers after analysis, allowing the Client to access and use the data for reporting and future reference, in compliance with Mitigate data handling and privacy policies.

6. Compliance with Data Protection Regulations

- **GDPR Compliance:** By agreeing to this Service, the Client acknowledges and accepts the transfer of data outside the EU/EEA region for AI services, taking responsibility for compliance with applicable data protection laws such as GDPR.

7. Third-Party Data Processing

- **OpenAI's Role:** The analysis utilizes OpenAI's API, which functions as a third-party data processor under this Agreement. The Client consents to OpenAI's data processing terms, noting OpenAI operates under U.S. data privacy laws.
- **Shared Responsibility:** While Mitigate ensures OpenAI adheres to high standards of security and compliance, the Client remains responsible for understanding OpenAI's role and any related obligations.

8. Payment Terms

- **Fee:** The one-time purchase price for each **AI Data Analysis service is 200 EUR exclusive of VAT.** VAT applied according to legislation of the Republic of Latvia.
- **Payment Method:** Payment is processed securely through Stripe, subject to Stripe's terms and conditions.

9. Client Responsibilities and Risk Acknowledgment

- **Data Accuracy:** The Client is solely responsible for the accuracy and legality of submitted data.
- **Risk Acknowledgment:** Client assumes full responsibility for decisions based on the analysis and understands AI-generated recommendations are advisory.
- **Compliance:** The Client agrees to use the results in compliance with all relevant laws and regulations.

10. Limitation of Liability

- **Reliance on Outputs:** The Client understands that insights generated are advisory only. Neither Mitigate nor OpenAI assumes liability for decisions based on AI-generated outputs, as detailed in Clause 3 on the advisory nature and limitations of AI outputs.

11. Data Protection and Privacy

- **Data Handling:** All Client data processed through the AI Data Analysis service is managed in compliance with applicable data protection regulations to ensure secure and lawful processing.

- **Third-Party Data Processing:** OpenAI serves as the data processor for the analysis. The Client is responsible for obtaining all necessary consents from data subjects whose information is included in the submitted data, ensuring compliance with relevant privacy laws.
- **Data Storage:** Client data is stored securely on Mitigate servers to allow continued Client access for reporting and future reference. All data storage adheres to Mitigate data handling and privacy policies, in line with applicable data protection laws.

12. Intellectual Property Rights

- **Ownership:** All outputs generated from the AI Data Analysis service are the intellectual property of the Client. Mitigate and OpenAI do not claim ownership over these outputs.
- **License to Use AI Technology:** The Client is granted a limited, non-exclusive license to use the AI Data Analysis service solely for internal business purposes.

13. Confidentiality

- **Confidential Data Handling:** Mitigate agrees to maintain confidentiality regarding any data submitted by the Client for AI analysis and will not disclose this data to any third party except Open AI, unless required by law.

14. Governing Law and Dispute Resolution

- **Jurisdiction:** This Agreement shall be governed by and construed under the laws of the Republic of Latvia.
- **Dispute Resolution:** In the event of a dispute arising from or relating to this Agreement, both parties agree to attempt an informal resolution. Should informal resolution fail, the dispute shall be submitted to the Latvian Arbitration Court (Reg. No. 40003754139) for settlement, with a single arbitrator presiding in a written proceeding. The arbitration will take place in Riga, Latvia, and the language of arbitration will be Latvian.

15. Service Availability and Support

- **Availability:** Mitigate strives to ensure continuous availability of the AI Data Analysis service; however, uninterrupted access cannot be guaranteed. Mitigate reserves the right to perform scheduled maintenance on the service, which may temporarily affect availability. When feasible, Clients will be notified in advance of any planned maintenance periods.
- **Support Contact:** For questions or issues, please contact Mitigate support at esg@mitigate.dev during business hours (GMT+3).

16. Acceptance

By checking the acceptance box on the order page, the Client confirms acceptance of this Agreement and all terms.