

HUTOMA SUBSCRIPTION AGREEMENT

The terms of this Hutoma Subscription Agreement (the "Agreement") govern the use of the Hutoma Platform and Services ("Services") provided online at www.hutoma.com (the "Website") by Hutoma Artificial Intelligence S.L., registered at Cl Sancho De Avila, 133, 08018, Barcelona, Spain and with company number B66794173 ("Hutoma", "we/us").

By clicking on the "I accept" button shown as part of the registration process, you ("User", "you") accept the following conditions governing the use of the Services provided online through the Hutoma Web Platform (as defined below). Hutoma and User are hereby jointly referred to as the "Parties" and respectively as the "Party". You must be of legal age in order to access and use the Hutoma Services, and may not access the Services if this action is or becomes prohibited by applicable law.

If you accept this Agreement in the name of a company or another legal entity, you represent and warrant that you have the authority required to bind that entity to these conditions, in which case the terms "User", "you/r" refers to that entity. If you do not have this authority or do not accept these terms, you must select the "cancel" button and you will not be able to register and use the Services.

1. Definitions

"Acceptable Use Policy" means the document set out on the Website laying down all the acceptable and non-acceptable use of the Services.

"Confidential Information" means information provided by one Party (the "Disclosing Party") to the other Party (the "Recipient") or to which the Recipient has access under this Agreement that: (i) is marked confidential; or (ii) if disclosed orally or not marked confidential, is identified prior to disclosure as Confidential Information or (iii) whether oral, written, or electronic, and whether or not marked confidential contains or consists of the Disclosing Party's information and data which forms part of customer information, account information, information regarding business planning and business operations, information regarding administrative, financial, or marketing activities, employee information, know-how and proprietary information.

"Hutoma Botstore" means the platform at www.hutoma.com made available to Hutoma's registered Users where their Chatbots are made available for reuse by other Users in accordance with these terms.

"Intellectual and Industrial Property Rights" or "IPRs" means inventions, patent applications, patents, logotype rights, author rights or copyright, trademarks, service marks, trade names, domain name rights, design rights, rights of creation and other rights of commercial secrets as well as all other intellectual and industrial property rights derived from these and all the forms of protection of a similar nature in any part of the world.

"Pricing Plan" means any of the Software-as-a-Service pricing plans published on the Website in force on the date of this Agreement and updated from time to time.

"Services" means the Hutoma Services published on the Website and more particularly described in the Specifications applicable from time to time. The Services may be updated and the new Specifications published on release of new versions

"Specifications" means description of the Services set out on the Hutoma Platform.

"Subscription Period" means the period of time during which the Services are provided to you hereunder.

"Subscription" means the authorised access to and use of the Services as described herein.

"Underlying Technology" means all the technologies owned by Hutoma (among which are included in the Platform, software, hardware, products, processes, algorithms, user interfaces, knowledge and procedure, techniques, designs and other tangible or intangible technical materials or information) which underlie the Services.

"User Chatbot" means the computer program stimulating human conversation through artificial intelligence developed by the User during the course of the use of the Hutoma Services.

“Web Platform” or “Platform” means the Hutoma platform available through the Website, on which users may create AIs.

“Your Data” means any data, information or material that User transmits or uploads to the Service during the use of the Service, including the conversations with the AI technology.

2. Subscription

2.1. Grant. Subject to the terms and conditions of this Agreement, Hutoma hereby grants the User a non-exclusive, non-transferable, non-assignable, revocable and limited right, during the term of this Agreement, (a) to access and use the Services to create the User Chatbots. Process is set out in documentation on the Platform and (b) to use the javascripts and other instructions and technologies provided by Hutoma, when applicable, for connection to the Hutoma Platform and Chatbots. This grant and your account are personal and may only be used by you. All rights not expressly granted herein are reserved by Hutoma.

2.2. Deploying Chatbots. Subject to the terms and conditions set out in this Agreement, you may deploy your Chatbot either directly through the Hutoma Platform (“On-Platform Deployment”) or onto your technology (e.g. app or websites) through connection with the Hutoma API to the User’s own platform (“Off-Platform Deployment”). For Off-Platform Deployments, Hutoma will provide User with a deployment key and instructions as to how to use the Hutoma API with the User’s own platform (API Security terms are set out in Annex 1). Off-Platform Deployments are subject to the applicable fees set out in clause 5.

2.3. Third party Chatbots. Subject to the terms and conditions set out in this Agreement, including payment of the applicable fees, you may build your Chatbots through integration of other Users’ Chatbots that may be available through the Hutoma BotStore (“Third Party Chatbots Integration”). This grant includes the right to integrate other Users’ Chatbots with your Chatbot, as well as to train and deploy the resulting integrated Chatbot in accordance with clause 2.2. Third parties may terminate the availability of their Chatbot, but not without at least 3 months’ prior written notice.

2.4. Conditions. As express conditions of this Agreement, you agree:

- (a) When and as applicable, to pay the fees set out herein;
- (b) To comply with the terms of the Acceptable Use Policy;
- (c) To comply with the terms set out in Annex 1 below with respect to its API access.
- (d) Not to reveal, disclose, rent, lease, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or Underlying Technology;
- (e) Not to modify, make any derivative works based upon the Services, or change any brand and any indication of IPRs contained in Services;
- (f) Not to reveal, disclose, rent, lease, license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Services or the Underlying Technology in any way;
- (g) Not to tamper with or modify the Services log;
- (h) Not to reverse engineer or access the Services or Underlying Technology in order to (i) build a competitive Service, (ii) build a service or software using similar ideas, features, functions or graphics of the Services, or (iii) copy any ideas, features, functions or graphics of the Services;
- (i) Not to attempt to gain unauthorised access to the Services or our systems or networks;
- (j) Not create an account based on false information; and

The aforementioned obligations survive termination. Hutoma reserves the right to suspend or terminate the account in the event you violate the aforementioned conditions.

2.5. API Use. In accessing the Services via our API in any manner, the terms set out in Annex 1 shall apply.

3. User Account and Chatbots, Botstore

3.1. Account Activation. In order to use the Services, you must create a user account by registering on the Website, choosing a login information (username and password), and agreeing to this Agreement. In registering for an Account, you must provide us with complete and accurate information, and keep this information updated, you may not register a username that intends to impersonate a real person, that infringes upon a third party's intellectual property rights, or that is offensive, vulgar or obscene. You must keep your login information confidential, and safeguard and ensure their correct use. You are solely responsible for all activities occurring on your Account. You agree to notify us immediately upon learning of any unauthorised use of your account/s or any other breach of security known to you.

3.2. Testing Phase. During the testing phase, which consists of the training, testing and development of your Chatbot/s with or without the integration of other Users' Chatbots, your account and Chatbot-in-development will remain private. Upon creation of your Chatbot/s, you may either keep your Chatbot/s private or request its publication on the BotStore.

3.3. Publication Process. Once a publication request has been made, Hutoma will review the submitted Chatbot/s for obvious bugs and compliance with the Acceptable Use Policy. Hutoma reserves the right to refuse publication onto the BotStore, in the event the Chatbot/s is deficient and/or does not comply with the Acceptable Use Policy.

3.4. BotStore. By publishing your Chatbot/s onto the BotStore, your Chatbot/s will be made publically available for evaluation purposes, and will be made available to other Hutoma Users to integrate with their own Chatbots (as per clause 2.3 above), authorisation for which is hereby granted by you. In the event your published Chatbot/s is used by other Hutoma Users, the revenue share set out in clause 5.7 will apply.

3.5. Withdrawal from Botstore. You may request the withdrawal of your Chatbot/s from the Hutoma Platform and/or Botstore at any time by sending an email to support@hutoma.com. Withdrawal of your Chatbot/s from the Botstore will be carried out within three (3) months from notice of withdrawal or termination, during which period your Chatbot/s will remain available on the Botstore, and the revenue share set out in clause 5.7 will remain applicable.

4. Term and Termination

4.1. Term. This Agreement shall enter into force on the date of your account registration and, subject to prior termination in accordance herewith, shall continue in force for one (1) year. The Term will be automatically renewed for one (1) year periods, unless 30 days' prior written notice of non-renewal is provided by one Party to the other, during which term, the account will remain active and you will continue paying applicable fees (if any).

4.2. Termination for convenience. Either Party may terminate this Agreement at any time for convenience with minimum thirty (30) days prior written notice to the other Party. Upon termination, you will have thirty (30) days to access and retrieve Your Data and Chatbot stored on the Platform, after which all Your Data will be deleted.

4.3. Termination for cause. Either Party may immediately terminate this Agreement upon thirty (30) days' written notice to the other Party in the event the latter materially breaches this Agreement and where such breach is not remedied within thirty (30) days of written notice. Notwithstanding the foregoing, we reserve the right to terminate or suspend the account when applicable fees become past due, and you do not bring your account current within ten (10) working days of written notice of non-payment. Upon termination, all Your Data will be deleted without a further right to access or retrieve Your Data.

4.4. Upon termination for any reason. Upon termination, unless otherwise agreed herein, access to your account and Your Data will be disabled, and you must promptly pay any and all outstanding payments. Without prejudice to the foregoing, in the event your Chatbot/s has been made available on the BotStore, the provisions of clause 3.5 regarding withdrawal from the BotStore will apply. In the event you are in arrears as regards to payments due to Hutoma on the date of the termination notice, any payments that may be due to you through revenue share for use of your Chatbot/s by other Hutoma Users will be withheld by Hutoma and will serve as credits towards reimbursing any

outstanding payments. If upon the three (3) months withdrawal from BotStore period, you still have outstanding payments, you must promptly pay any and all outstanding payments.

4.5. Survival. The following clauses shall survive termination 4 (Term and Termination), 6 (Your Data), 8 (Intellectual Property Rights), 9 (Confidentiality), 10 (Privacy), 11 (Warranties), 12 (Limitation of Liability), 13 Miscellaneous.

5. Fees, Payments and Revenue Share

5.1. Creation of an account is for free, as is developing and testing your Chatbot privately on the Hutoma Platform.

5.2. On-Platform Deployment. On-Platform Deployments are not subject to any fees, however the number of API calls may be limited as set out in Annex 1 and from time to time on the Website.

5.3. Off-Platform Deployment Fees. Off-Platform Deployments are subject to the fees set out from time to time on the Hutoma Website. Except as expressly set out herein, fees are non-cancellable and non-refundable. You authorise us to debit the payment method chosen by you for this purpose.

5.4. Third Party ChatBot Integration Fees. Integration of other Users' Chatbots to your own Chatbot/s is subject to the fees as set out from time to time on the BotStore. Except as expressly set out herein, fees are non-cancellable and non-refundable.

5.5. Payments and Invoice. All Invoices and payments will be processed by our payment provider Stripe Inc. In order to use the Services and pay the corresponding fees, you must agree to our payment gateway's terms and conditions available at <https://stripe.com/es/legal>. You expressly authorise the debit of recurring fees from this payment method.

5.6. Taxes. Prices set out on the Website do not include any taxes that may apply, including without limitation VAT or equivalent sales tax, such taxes being your responsibility.

5.7. Revenue Share. In the event other User/s chooses to integrate a Chatbot you have made available on the Hutoma Botstore with its own technology (Chatbot), the ongoing net revenue (being gross revenue to Hutoma from Subscriber and Botstore fees minus any applicable taxes generated from such integration, shall be split between Hutoma and User at the ratio of 30:70 respectively.

6. Your Data and Chatbots

6.1. Your Data. You own, control and are responsible for Your Data and Chatbot/s. You agree that you have all necessary rights, licenses and permissions to submit to the Services and use such Data and create your Chatbot/s.

6.2. Responsibility. You represent that Your Data, your use of Your Data and your other activities in connection with the Services (including publication of the Chatbot/s), and our exercise of all rights granted by you in this Agreement, comply with the Hutoma Acceptable Use Policy, do not and will not violate, infringe, or misappropriate any third party's copyright, trademark, right of privacy or publicity, or other personal or proprietary right, nor does such data contain any matter that is defamatory, obscene, unlawful, threatening, abusive, tortious, offensive or harassing. We do not control or supervise any User Data, except when required to by applicable law or competent court or administrative decision. We do however reserve the right to eliminate at any time any User Data and Chatbots that infringe or may infringe these terms or prevent its display until proof is provided of ownership of the material or of the legality of Your Data.

6.3. No sensitive data. You must not provide us with any personal data (defined by applicable privacy laws) that constitutes "sensitive data" (as defined by applicable Privacy Laws). If you need to submit such data, you must notify us previously to be able to implement appropriate safeguards.

6.4. Data and Disaster Recovery. We shall make backups of Your Data and Chatbots, and provide service restoration capability in the case of a major disaster in the Services with the aim to minimize data loss in the event of a disaster. We may assist you in the recovery of Your Data and Chatbots which you may have lost as a result of your own actions for a fee. Our data and disaster recovery processes are independent from your own disaster recovery, business continuity or backup plans and activities, and you are responsible for archiving and recovering any non-Hutoma Services.

6.5. Security. We apply commercially reasonable administrative, physical and technical safeguards designed for the protection, confidentiality and integrity of Your Data and Chatbots.

6.6. Claims regarding Your Data and Chatbots. If your use of the Services, or any of Your Data submitted to the Services or any of your Chatbots, harms any person, violates any law, or infringes any Intellectual Property Rights, trade secrets or other third party rights, you shall defend, indemnify and hold Hutoma harmless from any costs, damages and reasonable attorneys' fees suffered or incurred by Hutoma as a result. We will give you prompt notice if such claims arise. You will have sole control over your defence and over any settlements provided the latter is not prejudicial to Hutoma, in which case you shall ask for our consent, which shall not be unreasonably withheld or delayed.

7. Audit, Security, and Notice and Take Down

7.1. Audit. You agree that we may monitor or audit your use of the Services (including access via API). You will not seek to block or otherwise interfere with the monitoring or audit, and we may use technical means to overcome any methods used to block or interfere with such monitoring. Audits may include requests for documents and information and visits to your facilities. Failure to reasonably comply with our efforts to audit your compliance with this Agreement shall constitute a material breach of the Agreement. If we, in our sole discretion, believe that you have breached the Agreement, or that you have engaged in fraudulent activity, we may take any and all steps it deems appropriate, including issuing a warning, conducting an investigation, or suspending any access. In addition to any other available remedies, we may, at its sole discretion, seek specific performance, injunctive relief or attorneys' fees.

7.2. Security. You understand and agree that during processing of Your Data or use of your Chatbot/s on the Service, data may be transferred unencrypted over the Internet. In addition, for security reasons, we may use Google Analytics to monitor use of the Hutoma Platform. We reserve the right, upon notice to you, to put in place further mechanisms to verify and protect against unauthorized or illegitimate use.

7.3. Notice and Take Down. In the event we notice or receive a claim that your Chatbot/s are infringing third party rights or does not comply with applicable laws, regulations or the Acceptable Use Policy, we shall provide you with a copy of this notice or claim and we reserve the right, upon written notice to you, to take infringing Chatbot/s down, and/or suspend your access to the Services, and/or terminate this Agreement and revoke all your access rights. We will review any evidence you submit us with.

8. Intellectual and Industrial Property Rights

8.1. Hutoma. We reserve and retain all rights, title and interest (including Intellectual and Industrial Property Rights) in and to the Services, all Hutoma APIs and any improvements thereto, and the Underlying Technology, including, without limitation, its specific design, programming and structure, works of authorship, inventions, methods and procedures. You expressly acknowledge that you do not acquire more rights to the Services subscribed herein other than those specified in this Agreement. Hutoma reserves the right to create and deploy its own Chatbot/s at any time, regardless of whether User has submitted or deployed similar Chatbot/s. However, in any case, Hutoma will not in any event use Your Data in order to create its own Chatbot/s.

8.2. User. You retain all rights, title and interest into Your Data and any Chatbot/s you have created using Your Data and the Service. You grant us with a worldwide, non-exclusive, irrevocable, royalty-free, perpetual right to reproduce and transform Your Data for the purposes of providing the Services to you, and to host your Chatbot/s. If you make your Chatbot publically available to other Users on the Hutoma Botstore, you grant Hutoma the right to make such Chatbot available to those Users through the applicable API until you give the appropriate notice of termination set out herein. The foregoing licence remains available for the three-months BotStore Withdrawal period as set out in clause 3.5. In addition, you grant Hutoma an irrevocable and perpetual right to reproduce and use your Data on an

aggregate and anonymous basis for the purpose of improving, optimising and correcting the Underlying Technology.

9. Confidentiality

9.1. Confidentiality. Each Party agrees to keep all Confidential Information confidential. Confidential Information does not include information that: (i) is known to the receiving party prior to its receipt from the disclosing party by means that are not in violation hereof; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes known and generally available to the public or otherwise ceases to be confidential, except through a breach of this agreement by the receiving party; (iv) is independently developed by the receiving party without use of or reference to the Confidential Information of the disclosing party, or (v) is required to be disclosed by subpoena, law, regulation, or court order. Each party agrees that it will not use in any way, for its own account or the account of any third party, except as expressly permitted by, or to the limited extent required to achieve the purposes of, this agreement, nor disclose to any third party (except as required by law or to such party's attorneys, accountants and other advisers as reasonably necessary), any Confidential Information of the other party. Each party will take reasonable precautions to protect the confidentiality of the Confidential Information of the other party that are at least as stringent as it takes to protect its own Confidential Information.

10. Privacy

10.1. Hutoma as Data Controller. In registering for the Services, you agree that we will collect information you provide us with, such as your name, surname, and email address, IP address and other registration data ("Your Personal Data") and information we get from your use of the Services (e.g. through Google Analytics), for which we shall be considered a data controller. Your Personal Data will not be processed for any other purpose than that necessary to provide the Services for the duration of your subscription, providing you service updates and other commercial communications about Hutoma's products and services, and for the defence of Hutoma's legitimate interests. Upon termination of this Agreement, we shall delete Your Personal Data unless required to keep for legal or administrative purposes. You have the right to withdraw consent to the processing of Your Personal Data at any time by terminating your account, and exercise your right to access, rectify or erase Your Personal Data by emailing us at support@hutoma.com

10.2. Hutoma as Data Processor. In using our Services, you submit to our systems Your Data for which you are the Data Controller and appoint us as a Data Processor of Your Data, for the purposes of this Agreement. As Data Processor on your behalf, we shall:

- (a) Only process Your Data in accordance with these terms and your instructions,
- (b) Delete and/or return all Your Data at the end of this Agreement unless otherwise set out herein,
- (c) Apply appropriate technical and organisation security measures to protect Your Data against unauthorised or unlawful access, loss or damage, and
- (d) Not disclose Your Data to any third party without your prior written consent.

10.3. Your Data. You will not submit to the Services nor process any sensitive data as defined by applicable law, unlawful content according to national, community or international law or any content contrary to good faith or that violates third party rights (including intellectual or industrial property rights, personal data and image rights, reputation and honour, etc.). You are solely responsible for all Your Data that you transmit to us or upload, post or otherwise make available through the Services.

10.4. Third party transfers. You expressly agree and authorise us to subcontract and transfer Your Personal Data and Your Data for hosting and data storage purposes to Amazon Web Services, Inc. // Ireland Ltd. and Google, Inc. [in the United States of America] / Google Ireland Ltd.

10.5. Assistance. We shall provide you with reasonable assistance in the event that you receive a request from an individual or regulator under data protection laws, provided that you shall first use all

reasonable endeavours to resolve the request without our assistance. We shall promptly notify you of any such request received that should properly have been addressed to you.

11. Warranties

11.1. User acknowledgement. You agree that your order is neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features. You acknowledge that transmission of data through the Internet is relative, since they circulate on heterogeneous networks whose characteristics and technical capacities are diverse, which are from time to time overloaded and/or may be subject to dysfunctions, rerouting, or security breaches. You agree that the review of your Chatbot/s by Hutoma during the publication process is for bug correction and Acceptable Use Policy compliance only and Hutoma shall not be considered to exercise any editorial control over the Chatbot and not be held liable for any illegal or unauthorised use of the Services by you. Use of the Services is in this respect made at your own risks and under your sole responsibility.

11.2. Hutoma warranties. We warrant that we shall and perform the Services in a workmanlike manner and with professional diligence and skill standard in the industry and the Services shall conform substantially to the Specifications. If at any time during the term of the Agreement, you discover one or more material or significant defects or errors in the Services as delivered, or any other respect in which the Services as delivered fails to conform to the provisions of this warranty, we shall, as your sole and exclusive remedy, use reasonable efforts to correct such defect, error or non-conformity provided that adequate notice and description of the defect or error is provided to us within two (2) days of discovery. This limited warranty does not cover (i) parts of the Services that have been subjected to misuse, tampering, modification, experimentation, alteration, negligence, or faulty installation (including without limitation if the User does not comply with the Hutoma user manual and in relation to any incorrectly trained Chatbots); (ii) any hardware, software, firmware or other materials or services provided by anyone other than Hutoma; or (iii) access to and use of the Service by anyone other than you or Hutoma.

11.3. Limitation of warranty. Except as expressly mentioned herein or established by mandatorily applicable law, the Services are a work in progress and your use of the Services, including any content, information or functionality contained within it, is provided “as is” and “as available” with no representations or warranties of any kind, either expressed or implied, including but not limited to, the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, and non-infringement. There is no warranty that the Services will be uninterrupted or error free; nor any warranty as to the results that may be obtained from the use of the Services or as to the accuracy, reliability or content of any information or services contained in or provided through the Services. Your sole remedy for breach of our warranty of conformity is re-performance of the Services and/or correction of any bugs in accordance with the above.

12. Limitation of Liability

12.1. Limitation of liability. To the maximum extent permitted by applicable law, in no case is Hutoma, its affiliates, employees, officers or sponsors responsible or liable for any indirect, incidental consequential loss or damages, including without limitation, damages, loss of profits, loss of business goodwill or reputation, business interruption, equipment failures or other damage or loss arising out of or relating in any way to use of or the inability to use the Service. For the avoidance of doubt, it is expressly agreed that loss of profits due to interruption of the Services for any reason is considered indirect loss excluded under this Agreement. This limitation does not apply to damage arising due to fraud or wilful misconduct, or with respect to death or corporal damage to any person.

12.2. For all events and circumstances, the maximum aggregate and cumulative liability arising out of or relating to this Agreement of either party will be limited to direct damages and will not exceed twelve (12) months paid Subscription Fees applicable at the date of the event giving rise to

liability. Neither party shall be liable to the other to the extent any liability would not have occurred but for the other party's breach of the Agreement.

12.3. User Chatbots. User Chatbots are not owned or configured by us and we do not provide any warranty of any kind with respect to their use, capabilities or compliance with applicable laws and regulations. Your use and integration of third party Chatbots on the Hutoma Botstore are at your own risk, and we shall not be liable for any direct, indirect or consequential damages arising out of their use and access by you.

12.4. Some jurisdictions do not allow the exclusion or limitation of warranties or incidental or consequential damages, so that the above limitations or exclusions may not apply to you. In such jurisdictions, the Parties' liability (and the liability of its affiliates, agents, content providers and service providers) shall be limited to the greatest extent permitted by applicable law.

13. Miscellaneous

13.1. Support. Support for the use of the Services, and for On or Off Platform Deployments are free of charge and provided at Hutoma's discretion. You may request support via email at support@hutoma.com.

13.2. Branding. At Hutoma's discretion, Hutoma may require you to use the Hutoma Icon (identifying the use of Hutoma Chatbot technologies) on your Off-Platform Deployment interface.

13.3. No third party beneficiary. There are no third party beneficiaries to this Agreement.

13.4. Entire Agreement. These terms (including any annexes) constitute the complete and exclusive statement of the understanding of the Parties with respect to the Services and supersedes all previous or contemporaneous representations, understandings or agreements, oral or written, with respect to the same.

13.5. Contact and notification. All notices to us hereunder shall be sent to Hutoma Artificial Intelligence S.L. at the address indicated above or by email to support@hutoma.com. All notices to you hereunder shall be sent to the contact person and email address as detailed in your account profile information. You agree to receive our email notifications related to the Services and our commercial offerings. We will not share your email with third parties. We may contact you for information and service notifications relevant to your account/s or when required by law. You hereby acknowledge and consent that such notices will be effective upon delivering them to you through e-mail.

13.6. Severability. If any provision of the Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect and the stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

13.7. Modifications. The Services are a work in progress, and we reserve the right to modify, suspend, or discontinue the Services or any of its features for any reason, without modifying the essential functions of the Services. Notice of any essential function change will be given to you by email to the address provided by you and in this event you may terminate your subscription by notice to us.

13.8. Variation. No variation of this Agreement shall be effected unless made in writing and agreed by the Parties.

13.9. No Partnership. The Parties are independent contractors and no other relationship is intended, including without limitation, a partnership, franchise, joint venture, agency, employer/employee, or master/servant relationship. Notwithstanding the foregoing, Hutoma is hereby authorised by you as your agent to make your Chatbots available on the Botstore (when made public) and collect usage fees. Except as expressly indicated herein, neither Party shall act in a manner that expresses or implies a relationship other than that of independent contractor; or have any authority to bind the other Party.

13.10. No Waiver. No failure or delay by either Party in exercising any of its rights, powers or remedies provided by this Agreement or by Law shall be deemed to be a waiver of that right, power or remedy and no waiver by either Party of any breach by the other Party of this Agreement shall be construed as a waiver of any subsequent breach of the same or any other provision.

13.11. Governing Law and Jurisdiction. These terms and conditions shall be governed by and construed in accordance with the laws of Spain. Any dispute arising under these terms and conditions shall be subject to the exclusive jurisdiction of the courts of Barcelona, Spain.

Annex 1: Web API

1. API Definition

The Services contain the APIs which will be made available to you upon registration on the Hutoma Platform and when making Off-Platform Deployments.

2. API Use License

Subject to your compliance with the restrictions set forth in this Agreement, we grant you a non-exclusive, non-transferable, and non-sublicensable (except as expressly permitted herein) license to use the APIs solely to enable you to interact with the Hutoma Platform and Chatbot created through use of the Services and for Hutoma technology to send and retrieve information necessary to facilitate your permitted use of the Chatbot with your Off-Platform applications.

3. Access Keys

Upon registration, you will receive an access key and token/s for using the Hutoma Services (including API) and for Off-Platform Deployment.

4. API Call Limitations

For On-Platform Deployment, the number of API calls you will be permitted to make during any given period may be limited. We will determine call limits based on various factors, including the ways your application may be used or the anticipated volume of use associated with your application. We reserve the right to charge you for any excess of API calls as set out from time to time on the Website.

For Off-Premise Deployments, the number of API calls you may make will not be limited. However, API Calls made for Off-Premise Deployments are subject to the fees set out in clause 5.3 of the Agreement.

5. Restrictions

You agree not and will not facilitate or enable others to:

- a) Distribute, publish, or allow access or linking to our API or content from any location or source other than your application.
- b) Enable or permit use or disclosure of the Services via the API other than as authorised under this Agreement.
- c) Commercialise (that is, sell, rent, trade or lease) the Services to third parties.
- d) Access the Underlying Technology, including without limitation the Platform, for any other purposes other than bona fide use of the Services in accordance with these terms.
- e) Modify, decompile, reverse engineer or otherwise alter the Underlying Technology, API or our Services.
- f) Use robots, spiders, scraping or other technology to access or use our Underlying Technology, which includes without limitation the Platform, or the Services in general to obtain any information or services beyond what we provide to you under this Agreement.
- g) Use the API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage or otherwise fails to comply or is inconsistent with any reasonable instructions or policy published by us.
- h) Use the API to: (i) infringe our copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy; (ii) transmit any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data; or (iii) interfere, disrupt or attempt to use our technology platform to gain unauthorized access to any computer system, server, network or account for which you do not have authorization to access or at a level exceeding its authorization; or (iv) in general create liability for us or cause us to lose (in whole or in part) the services of our ISPs or other suppliers.

6. Suspension/termination

In the event of any breach by you of the restrictions set out herein, we will provide you notice of the same, and if it is not corrected within ten (10) days, we may (i) suspend all API access rights and other Services provided to you or, in the event this does not prevent a breach, we may terminate your Services. In the event any such breach causes immediate material harm or significant risks, as determined by us, to our Underlying Technology or Services, we may immediately suspend all API access rights and other services to you, provided that we shall provide you with immediate notice of such suspension. We will resume services when such breach is remedied and all issues related thereto are resolved, without prejudice to our right to terminate this Agreement. In addition, we may suspend or terminate API access (a) if we are required to do so by law; (b) when this Agreement has been terminated; (c) when providing such access to the Services could create a substantial economic burden as determined by Company in its reasonable good faith judgment; or (d) providing API access to the Services could create a security risk or material technical burden as determined by us in our reasonable good faith judgment.

7. Modification of the API, Sites and Services.

We may modify the API, permitted API calls, our databases, or the Services and permitted uses of the same under this Agreement, or any of the benefits and/or features provided in connection with your use of the API. We will provide one (1) month's written notice to the User of any such modifications that may affect your application. These changes may require you to make changes to your application at your own cost to continue to be compatible with or interface with the API or the Services.

8. Security Standards

You agree to comply with the following API Security Standards ("Security Standards"):

- a) **Security Breaches.** A "Security Breach" is defined as a breach of security of your facility, systems or site where our Services have been accessed or used by an unauthorized person. In the event of a Security Breach, we may suspend or terminate your access to the API and the Services and we may conduct a security audit.
- b) **Notification.** Notwithstanding any other legal obligations you may have, you agree to immediately notify us in writing upon your discovery of a Security Breach, using commercial reasonable efforts to do so no more than twenty-four (24) hours after such detection, including: a problem statement, expected resolution time (if known), and the name and phone number of your representative that we can contact to obtain incident updates. Under no circumstances will more than two (2) days pass between your detection of a Security Breach and us being notified by email.
- c) **Audit.** We reserve the right to periodically audit your communications with the Services and systems to ensure compliance with the requirements of these Terms. Non-intrusive network and application security scans may be performed randomly without prior notice.
- d) **Audit Results and Response.** We will provide you with detailed results of any security audit performed pursuant to these Security Standards. You will be granted thirty (30) days to resolve any issue that we identify through a security audit. Should you fail to resolve such identified issues, we may immediately suspend or terminate your access to the API and Services without further notice to you.