CARTER PLUGIN TERMS OF SERVICE

1. Introduction

1.1 We, **Carter Labs Ltd**, are a company incorporated under the laws of England and Wales with company number 14227823 and with a registered office at 20-22 Wenlock Road, London, N1 7GU (referring to ourselves as "**Carter**", "**we**", "**us**" and "**our**" in these Terms).

1.2 Our service enables end-users to interact with conversational AI-powered digital personalities (each a "**Carter Agent**") whether for their own general purposes or for a particular purpose (the "**Service**").

1.3 Carter is enabling independent developers to create (in accordance with these Terms) plugins which can interact with the Service via APIs ("**Plugin**").

1.4 These Terms, together with our Privacy and Cookies Policy and any other applicable terms or policies we may make available from time to time apply to independent developers (whether individual developers or entities) who wish to create a Plugin (also referred to as "**you**" in these Terms). By accepting these Terms or creating a Plugin you agree to be bound by these Terms and all other relevant applicable terms and policies made available by us. If you create a Plugin on behalf of another person or entity, you represent that you have authority to agree to these Terms and all other relevant applicable terms and policies made available by us on their behalf.

1.5 We may update these Terms from time to time. Any significant changes will be sent to the contact details you provide to us under clause 4 below. The continued availability of your Plugin will constitute acceptance of the updated terms.

2. Plugin Overview

2.1 Plugins enable Carter end-users to have Carter Agents interact with APIs defined by developers, in order to enhance a Carter Agent's capabilities and allow it to perform a wide range of actions.

2.2 Plugin developers expose one or more API endpoints, accompanied by a manifest file. These define the Plugin's functionality, allowing Carter to consume the files and make calls to the developer-defined APIs.

2.3 The end-to-end flow of a Plugin is as follows: (i) the developer creates a Plugin and a manifest file and (ii) submits it to Carter via Discord. (iii) The Plugin is then listed on Carter's Discord channel along with install instructions, (iv) an end user may then elect to install the Plugin and (v) thereafter use it by beginning a relevant conversation through their Carter Agent.

3. Plugin Requirements

3.1 Whilst our aim is to allow you to develop Plugins with as little interference with your creativity and freedom as possible, there are certain rules you must comply with when creating and submitting your Plugin.

3.1.1   <u>Restrictions and Usage Policies</u>. Your Plugin:

3.1.1.1   must not be used for controlling safety-critical systems;

3.1.1.2   must not be inappropriately named;

3.1.1.3   must not be used for the sole purpose of collecting sensitive user data or for activities that violate people's privacy;

3.1.1.4   must not be used for activities that have high risk of physical harm such as weaponry;

3.1.1.5   must not be used for fraudulent or deceptive activities such as manipulation, scamming, social engineering or identity theft;

3.1.1.6   must not infringe the Intellectual Property (as defined below) of others in its definition and/or responses;

3.1.1.7   must not be used for any other illegal or illicit activities;

3.1.1.8   must only require reasonable inputs for its operation.

3.1.2   <u>Technical Requirements</u>. Your Plugin must also fit certain technical requirements to work and connect with Carter:

3.1.2.1   Your Plugin must be accompanied by a manifest file, which must at least provide (i) a clearly stated description / definition of the functionality of your Plugin and (ii) an API URL which you must either control or have permission to use (the "**Plugin Manifest**");

3.1.2.2   The Plugin Manifest must not include irrelevant, unnecessary or deceptive terms or instructions;

3.1.2.3   Carter must be able to access and use your API URL (including by making it available on the public internet) to enable your Plugin within the Service;

3.1.2.4   Your Plugin must accept messages in the format described in our technical documentation (available here: https://docs.carterlabs.ai/plugins/overview) ("**Plugin Request**"); and

3.1.2.5   Your Plugin must be able to respond to messages in the format described in our technical documentation (available here: https://docs.carterlabs.ai/plugins/overview) ("**Plugin Response**").

4.   **Submitting a Plugin**

4.1 In order to submit your Plugin to us, you must first send a direct message to any Carter Agent on Discord.

4.2 You will then be prompted to (i) accept these Terms, (ii) submit your Plugin Manifest (as defined above at 3.1.2.1) and (iii) provide certain information about yourself (including your contact details).

4.3 We require you to provide some information about yourself so that we may, after you have submitted your Plugin, inform you of any significant changes to these Terms or to the technical requirements of our systems which could break compatibility with your Plugin, or to otherwise contact you as may be provided in our Privacy and Cookies Policy. You must ensure the information you provide is accurate, complete and up-to-date at all times.

4.4 In the future, we may introduce additional ways to submit a Plugin. Any such changes will be notified to you through a change of these Terms.

5. **Plugin verification**

Plugins are not currently subject to any verification or review by Carter. However, we are looking to move towards a verification system, and may therefore, in the future, review or test your Plugin to ensure quality and compliance with these Terms and technical documentation. The implementation of, and rules relating to, such verification system will be notified to you through a change of these Terms.

6. **Intellectual Property**

6.1 By submitting your Plugin to Carter, you confirm that you are the owner of the code and any Intellectual Property that subsists in your Plugin or its content or, if you use any third party Intellectual Property, that you have all the necessary permission and authorisations (including any licences) in place to allow you to use and (sub)license such Intellectual Property.

6.2 You further confirm that the API your Plugin points to is either owned by you and in your control or that you have all the necessary permission and authorisations (including any licences) in place to use such API.

6.3 You hereby grant us a perpetual, non-exclusive, sublicensable, royalty-free, transferable, worldwide license to run, publicly display and perform, distribute, reproduce, modify, host, translate, store, and otherwise use your Plugin, Plugin Response and any other content and data generated by your Plugin in connection with the Service, provided that the right to reproduce and modify does not apply to the Plugin itself.

6.4 This licence allows us, among other things, to enable end-users to use your Plugin and Plugin Responses and display, in the future, your Plugin as part of an online list of unverified Plugins.

7. **Compliance, Security and Privacy**

7.1 You are solely responsible for your Plugin, including its development, operation, maintenance, support, distribution, use, content and behaviour (including the Plugin Responses).

7.2 You must ensure your Plugin is compliant with all applicable laws and regulations, including privacy laws and regulations. You must, without limitation, ensure any data you control and process is securely stored and protected from unauthorised access or use, and ensure that your Plugin only handles and processes data to the extent necessary to respond to or follow the instructions of Plugin Requests.

7.3 If you have your own terms of service and privacy policy governing end-users' use of the Plugin ("**Separate Agreement**"), such Separate Agreement (i) must be made easily available to the end-users, (ii) is solely between you and the end-users and Carter has no responsibility or liability thereunder and (iii) such Separate Agreement may not be inconsistent with or modify

these Terms. If there is any inconsistency between these Terms and the Separate Agreement, these Terms will prevail.

7.4 You, as the developer of any Plugin, are an independent data controller of the data that the Plugin handles and processes and Carter is the data processor of such data, as further specified in our Privacy and Cookies Policy (available here: https://docs.carterlabs.ai/privacy-and-terms/privacy-and-cookies-policy). You shall comply with any and all applicable data protection and direct marketing legislation (including the GDPR) in connection with your handling and processing of such personal data via any Plugin that you submit to Carter herein.

8. Termination

8.1 You may terminate the Terms at any time by discontinuing your Plugin from the Service for any reason.

8.2 We retain the right to terminate at any time your Plugin's use within the Carter system for any reason without notice.

8.3 We also retain the right to terminate your ability to submit Plugins to Carter at any time for any reason without notice.

8.4 Upon termination (whether by Carter or yourself), and in accordance with the licence you have granted to Carter under clause 6 of these Terms, the historical Plugin Requests and Plugin Responses associated to your Plugin will be retained by Carter and able to be used by Carter in accordance with the terms of such licence.

9. Indemnity

If you are a legal entity, unless prohibited by applicable law, you will indemnify Carter, its affiliates and personnel, from and against any third-party claims, liabilities, damages, losses, costs, fees and expenses arising from or relating to your Plugin (including Plugin Responses), your violation of these Terms or of any applicable laws or regulations (including any actual or alleged infringement claims of Intellectual Property Rights or other proprietary rights or rights to privacy).

10. General

10.1 **Interpretation:** Under these Terms, "**Intellectual Property**" means patent rights (whether in inventions or processes), design rights, copyright, trade mark rights (including the right to use domain names and social media handles and any goodwill and reputation in any mark), rights in confidential information (including know-how and trade secrets), and any and all other intellectual property rights and sui generis rights (whether now subsisting or in the future created) both in the United Kingdom and all other countries of the world for the full period for which those rights subsist (including any and all extensions and renewals and all vested, future and contingent rights and rights under licences) and all applications for the foregoing. Words denoting the singular include the plural and vice versa and words of any one gender include

reference to both genders. References to a "person" include natural persons, corporations, companies, firms, associations and organisations. References to "including" and "include" shall be construed as illustrative and deemed to mean respectively "including without limitation" and "include without limitation". References in these Terms to any statute, statutory provision or regulation includes a reference to: (a) that statute, statutory provision or regulations as from time to time amended, extended, re-enacted or consolidated whether before or after the date of these Terms; and (b) all statutory instruments or orders made pursuant to it.

10.2 **Confidentiality:**

10.2.1 For the purposes of these Terms, 'Confidential Information' means these Terms and all information obtained by one party from the other pursuant to these Terms and its performance which is marked, or ought reasonably to be regarded as confidential including Carter's trade secrets, financial, technical and marketing information, software, specifications, intellectual property, ideas, technology, processes, knowledge and know-how, details of clients/customers, vendors, prices, discounts, margins and current trading performance and future business strategy.

10.2.2 Except as otherwise provided under these Terms, each party shall at all times during the continuance of these Terms and for 5 years after its expiry or earlier termination: (i) use its best endeavours to keep all Confidential Information confidential and not disclose any Confidential Information to any other person; and (ii) not use any Confidential Information for any purpose other than to comply with its obligations or exercise its rights under these Terms.

10.2.3 Any Confidential Information may be disclosed by either party to any governmental or other authority or regulatory body or any of its employees, officers or agents to such extent only as is necessary for the purposes contemplated by these Terms, or as is required by law and subject in each case to the relevant party using its best endeavours to ensure that the person to whom the Confidential Information is disclosed keeps this confidential and does not use it except for the purposes for which the disclosure is made.

10.2.4 Any Confidential Information may be used by either party for any purpose, or disclosed by either party to any other person, to the extent only that: (i) it is at the date hereof, or hereafter becomes, public knowledge through no fault of the disclosing party (provided that in doing so the disclosing party shall not disclose any Confidential Information which is not public knowledge); or (ii) it is or becomes available to the disclosing party otherwise than pursuant to these Terms and free from any restrictions as to its use or disclosure.

10.3 **Transferring any rights under these Terms:** Carter may transfer its rights and obligations under these Terms to another person. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under these Terms. If you are unhappy with the transfer you may contact us to end these Terms within 7 days of us telling you about it. You may only transfer your rights or your obligations under these Terms to another person if we agree to this in writing.

10.4 **Entire Agreement:** These Terms and any other applicable terms or policies referred to by us in these Terms constitute the entire understanding and constitute the entire

agreement between us in relation to its subject matter and supersede any previous agreement between us as to such subject matter.

10.5   **Unenforceability:** Each of the clauses of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining clauses will remain in full force and effect.

10.6   **Third Party Rights:** These Terms are made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and are not intended to benefit, or be enforceable by, anyone else.

10.7   **Governing law and Jurisdiction:** These Terms are governed by English law. Any disputes arising in connection with these Terms shall be subject to the exclusive jurisdiction of the English courts.