API TERMS OF SERVICE

ANNOTATE API TERMS OF SERVICE

Acceptance of Terms

This Annotate API Terms of Service document (the "**API TOS**") is an agreement the Customer (as defined in the Customer Terms) must accept in order to use the Annotate API (as described below). In these API TOS references to "you" or "your" mean the Customer. If you are entering into this API TOS on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this API TOS.

These API TOS (together with other terms incorporated into the API TOS) set out rights and your obligations as part of using the Annotate API. It is important that you read it carefully because you will be legally bound to these terms. Annotate Software Limited ("**Annotate**", "**we**", "**our**" or "**us**") only provides the Annotate API to you subject to this API TOS. By accepting this API TOS or by accessing or using the Annotate API, you agree to be bound by this API TOS (and Customer Terms, User Terms, Privacy Policy and GDPR Addendum), which are available on the www.annotate.com website and are incorporated here by reference).

You acknowledge that this API TOS is a contract between you and Annotate, even though it is electronic and is not physically signed by you and Annotate, and it governs your use of the Annotate API.

API Key Definitions

Affiliate – means any entity that directly or indirectly controls, is controlled by or is under common control with another entity.

Application – means any software application, website, or product you create or service you offer using the Annotate API (defined below).

API Documentation – means the documentation, data and information that we provide regarding the use of the Annotate API through the Developer Site.

Data – means any data and content uploaded, posted, transmitted or otherwise made available by users via the Annotate Service, including messages, files, comments, profile information and anything else entered or uploaded into the Annotate Service by a user of the Annotate Service.

Data Protection Legislation - means (i) unless and until the General Data Protection Regulation ((EU) 2016/679)(**GDPR**) becomes directly effective in the UK, the Data Protection Act 1998 and then (ii) from the date the GDPR is directly effective in the UK, the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 1998.

Developer Site – means Annotate's Developer site found at: www.annotate.com/developers.html

Annotate API or "**our API**" – means the publicly available Annotate Application Programming Interface ("**API**") as well as the related API Documentation.

Annotate Brand – means the Annotate brand and brand assets, including names, logos, trade names and trademarks.

Annotate Service(s) – means our real-time communication, messaging, archiving and search services and related systems and technologies, as well as the website www.annotate.co (the "**Site**"), and all software, applications, data, reports, text, images, and other content made available by us or on our behalf through any of the foregoing. The "**Service**" does not include Data or any software application or service that is provided by you or a third party (including Applications), whether or not we designate them as "official integrations".

Personal Data – has the meaning set out in the Data Protection Legislation.

Data Subject – means an individual who is the subject of Personal Data.

API Licence

As long as you follow this API TOS, we grant you a limited, non-exclusive, non-assignable, non-transferable licence to use the APIs to develop, test, and support any software application, website, or product, and to integrate the Annotate APIs with your Application. Your licence is subject to the limitations set forth in Section 4.2 through 4.11 and Section 9 below, and you agree that violation of Section 4 will automatically terminate your licence to use the Annotate APIs.

Use of APIs & Annotate Data

Annotate is still evolving, and we need the flexibility to occasionally make changes to our APIs, including backwards incompatible ones. We will try to give notice of these changes, but you should regularly review the Developer Site for updates. Also, parts of our API are undocumented, including certain methods, events, and properties. Given that these undocumented aspects of our API may change at any time, you should not rely on these behaviours.

You may not use the Annotate API in violation of any law or regulation, or rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with this API TOS or any other agreements to which you are subject.

You may not use the Annotate API or any other technology in a manner that accesses or uses any information beyond what we allow you to use under this API TOS or the Documentation; that changes the Annotate Service; that breaks or circumvents any of our technical, administrative, process or security measures; that disrupts or degrades the performance of the Annotate Service or the Annotate API; or that tests the vulnerability of our systems or networks.

You may not transmit any viruses or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any of our systems or data.

You may not attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how in the Annotate API or portion thereof.

You may not use the Annotate API to replicate or compete with core products or services offered by us or any of our Affiliates. You acknowledge and agree that we have or may in the future offer products or services that are similar to your Application, and nothing will prevent us or any of our Affiliates from doing so;

You may charge for your Application. However, you may not sell, rent, lease, sublicense, redistribute, or syndicate access to the Annotate API.

You may place advertisements on and around your Application. However, you may not:

- Place any advertisements within Annotate Service channels, and your advertisements may not resemble or be reasonably likely to confuse users as being an Annotate Service message;

- Use Data or any content from Annotate in any advertisements or for purposes of targeting advertisements, in your Application or elsewhere; or

- Use contact information obtained from us or the Annotate Service (including email addresses) to contact our users or customers without our express permission.

You will not attempt to exceed or circumvent limitations on access, calls and use of Annotate API, or otherwise use the Annotate API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of this API TOS or the API Documentation. See www.annotate.com/api

You may not use the Annotate APIs in any Application that includes adult content, promotes gambling, involves the sale of tobacco or alcohol to persons under 21 years of age, or otherwise violates any applicable law or regulation.

You may not distribute or allow access to the Annotate APIs to anyone other than, if applicable, the company on whose behalf you entered into this API TOS. Anyone who wants to access our APIs must agree to be bound by this API TOS.

Use of Annotate Brand & Marks

You must not use the Annotate Brand in a way that suggests your service is endorsed by, sponsored by, or associated with the Annotate Brand, us or our Affiliates.

Storage of Data

Where Data is cached, you should refresh the cache at least every 24 hours.

All Data should be stored and served using strong encryption.

You must delete all Data you have collected from an Annotate user upon request by that user, and when the Annotate user de-authorises your Application or closes his or her account with you. Similarly, when a team stops using your Application, you should delete all Data obtained from that team. The restrictions of this Section do not apply to Data that Annotate users also provide directly to you and that is separately entered or uploaded to you by the user of your Application.

If we terminate your use of the Annotate APIs for any reason, then you must permanently delete all Data and any other information that you stored pursuant to your use of the Annotate APIs, except when doing so would cause you to violate any law or obligation imposed by a governmental authority. This provision does not require an Annotate user to delete Data stored in Annotate if the Annotate user is prohibited from accessing the Annotate API.

You may not copy or store any Data or capture or store any information expressed by the Data (such as hashed or transferred data), except to the extent permitted by this API TOS.

Data Protection

Each of the parties shall comply with its respective obligations under the Data Protection Legislation. You acknowledge that we will be acting as a data processor, rather than a data controller, in respect of any data processing activities carried out in delivering the Annotate Service

Where we, as part of the fulfilment of our obligations under these API TOS, process Personal Data as a data processor on your behalf, we shall comply with the terms of the GDPR Addendum.

We may, at any time on not less than 30 days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.

We will not be liable for any claim brought by a Data Subject arising from your action or omission as a data controller.

Your User Agreement & Privacy Policy

If you offer your Application for use by others outside your organisation, you must maintain a user agreement and privacy policy for your Application, which is prominently identified or located where users download or access your Application. Your privacy policy must meet applicable legal standards and accurately describe the collection, use, storage and sharing of data. You must promptly notify us of any breaches of your user agreement or privacy policy that impact or may impact Annotate users. Your privacy policy must be at least as stringent and user-friendly as ours.

Security Measures

The network, operating system and software of your web servers, databases, and computer systems (collectively, "**Your Systems**") must be properly configured to securely operate your Application and store Data. Your Application must use reasonable security measures to protect your users' information. You must not architect or select Your Systems in a manner to avoid the foregoing obligation.

You must promptly report any security deficiencies in, or intrusions to, your Systems to us in writing via email to support@annotate.com or subsequent contact information posted on the Developer Site. This includes any unauthorised access, use, disclosure or destruction of Data. You will work with us to immediately correct any security deficiency and will immediately disconnect any intrusions or intruder. In the event of any security deficiency or intrusion involving the Application, Annotate APIs or Data, you will make no public statements

regarding such deficiencies or intrusions (e.g., press, blogs, social media, bulletin boards, etc.) without prior written and express permission from us in each instance.

Ownership

As between you and us, we own all rights, title, and interest, including all intellectual property rights, in and to, the (1) Annotate APIs, Documentation, and all elements and components thereof; (2) Data; (3) Annotate Services; and (4) Brand Features (collectively, the "**Annotate Materials**"). The only exception to this is Data that you as an Annotate user have licenced to us under the https://annotate.co/ terms-and-conditions.html, which governs that Data. Except for the express licences granted in this API TOS, we do not grant you any right, title, or interest in the Annotate Materials. You agree to take such actions as we may reasonably request to perfect our rights to the Annotate Materials.

Term & Termination

This API TOS will go into effect on the date upon which you agree to them, by accessing or using the Annotate API, and will continue until terminated as set forth herein.

You may terminate this API TOS by discontinuing use of our APIs.

We may change, suspend or discontinue the Annotate API and suspend or terminate your use of the Annotate API, the Annotate Service, and/or Annotate Brand at any time and for any reason, without notice. Without limiting the foregoing, we may limit your Application's access to the Annotate API if it, in our sole discretion, may negatively affect the Annotate Service or our ability to provide the Annotate Service.

Effect of Termination

Upon termination of this API TOS:

- All rights and licences granted to you will terminate immediately;

- You will promptly destroy Documentation and any other information in your possession or control that was received under this API TOS;

- Unless we agree otherwise in writing or as stated in this API TOS, you must permanently delete all Data and other information that you stored pursuant to your use of the Annotate APIs. We may request that you certify in writing your compliance with this section; and

- We will make commercially reasonable efforts to remove all references and links to your Application from the Annotate Services (we have no other obligation to delete copies of, references to, or links to your Application).

The following sections of this API TOS shall survive any termination, ("Use of the APIs and Annotate Data"), ("Use of Annotate Brand or Marks"), ("Delete at User Request"), ("Deletion at Termination"), ("Data Protection"), ("Your User Agreement and Privacy Policy"), ("Security Measures"), ("Ownership"), ("Term and Termination"), ("Effect of Termination"), ("Other Important Terms"), ("Disclaimer of Warranties"), ("Limitation of Liability"), ("Indemnity"), ("Dispute Resolution"), and ("General Legal Terms").

Other Important Terms

You represent and warrant to us that, excluding Annotate Materials, you have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute your Application, and that use of your Application by us and your users will not violate the rights of any third party (e.g., copyright, patent, trademark, privacy, publicity or other proprietary right of any person or entity), or the laws of any country in which your Application is made available and any applicable export laws.

We may change, add to or delete this API TOS or any portion thereof from time to time in our sole discretion. If we make a material change to this API TOs, we will provide you with reasonable notice prior to the changes either by emailing the email address associated with your account or by posting a notice on the Developer Site. You acknowledge that these updates and modifications may adversely impact how you access, use, and communicate with the Annotate API. If any change in unacceptable to you, then your only recourse is to cease all use of the

Annotate API. Your continued access or use of the Annotate API will mean that you agree to the updates and modifications.

You and your Application must also comply with the following, which are hereby incorporated by reference and which can be found at www.annotate.com:

- Annotate Customer Terms of Service
- Annotate User Terms
- Annotate Privacy Policy

In the event of any conflict between the content in this document and the above documents, this document controls your use of the Annotate APIs.

Disclaimer of Warranties

THE ANNOTATE API AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND WE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE ANNOTATE API WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DO WE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE ANNOTATE API, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM US OR THROUGH THE DEVELOPER SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS API TOS.

Limitation of Liability

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR (A) ANY LOSS OF PROFIT; LOSS OF SALES OR BUSINESS; LOSS OF AGREEMENTS OR CONTRACTS; LOSS OF ANTICIPATED SAVINGS; LOSS OF OR DAMAGE TO GOODWILL; LOSS OF USE OR CORRUPTION OF SOFTWARE, DATA OR INFORMATION; AND ANY INDIRECT OR CONSEQUENTIAL LOSSES OR (B) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE FEES ACTUALLY PAID BY YOU IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO YOUR CLAIM OR, IF NO FEES APPLY, FIVE HUNDRED (£500) POUNDS STERLING, OR (C) ANY MATTER BEYOND OUR REASONABLE CONTROL. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS API TOS BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS API TOS. NOTHING IN THIS API TOS SHALL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, FRAUD OR FRAUDULENT MISREPRESENTATION OR ANYTHING WICH CANNOT BE EXCLUDED AS A MATTER OF LAW.

Indemnity

You agree to defend, hold harmless and indemnify us, our Affiliates, successors and permitted assignees, officers, agents, employees, and suppliers, from and against any third party claim arising from or in any way related to your or your users' use of the Application, Annotate API or Data, use of Annotate Brand, or violation of this API TOS, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature. In such a case, we will provide you with written notice of such claim, suit, or action.

Dispute Resolution

This API TOS and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with English law and each party irrevocably submits to the exclusive jurisdiction of the English courts with respect to any dispute or matter arising out of or connected with it regardless of your country of origin or where you access the Annotate Service, and notwithstanding any conflicts of law principles and the United Nations Convention for the International Sale of Goods. Notwithstanding the above, you agree that we shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

General Legal Terms

If any provision of this API TOS is found to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable to the maximum extent possible in order to effect the intention of the provision; if a term cannot be so modified, it will be severed and the remaining provisions of this API TOS will not be affected in any way.

Where we have provided you with a translation of the English language version of this API TOS or any document referenced in this API TOS, you agree that the translation is provided for your convenience only and that the English language versions of any such document, will control.

We may notify you via postings on the Developer Site or via the email address associated with your Application or Annotate Service account. We accept service of process by mail or courier at the physical address set forth in Section 19 below. Any notices that you provide without compliance with this section shall have no legal effect.

This API TOS and any documents incorporated into this API TOS by reference, constitute the entire agreement between you and us regarding the Annotate APIs and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of this API TOS.

Our failure to act with respect to a breach of this API TOs by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. No representations, statements, consents, waivers or other acts or omissions by any of our Affiliates shall be deemed legally binding, unless documented in a physical writing hand signed by at least one of our duly appointed officers.

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of the Developer Site or Annotate Service or any Annotate APIs, or other material used or displayed through the Developer Site or Annotate Service.

You may not assign or delegate any rights or obligations under this API TOS, including in connection with a change of control. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under this API TOS, fully or partially without notice to you. We may also substitute, by way of unilateral novation, effective upon notice to you, Annotate Software Limited for any third party that assumes our rights and obligations under this API TOS.

You may have rights or obligations under local law other than those enumerated here if you are located outside the United Kingdom.

How to Contact Us

If you have questions or comments about this API TOS, or wish to make use of our Annotate API in any way not permitted by this API TOS, please contact us via email at contact@annotate.com or by physical mail at:

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