

TERMS OF USE

PLEASE READ THIS MASTER SERVICES AGREEMENT AND THE PRIVACY POLICY (INDIVIDUALLY OR COLLECTIVELY THE "AGREEMENT") CAREFULLY BEFORE USING CONVERSE OFFERED BY CONVERSE.AI, INC. ("CONVERSE.AI"). THE TERMS OF THIS AGREEMENT GOVERN YOUR USE OF THE CONVERSE.AI SOFTWARE-AS-A-SERVICE APPLICATION ("CONVERSE"). IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE CONVERSE. BY ACCEPTING THESE TERMS BELOW, OR BY USING CONVERSE IN ANY MANNER, YOU AND THE ENTITY YOU REPRESENT ("CUSTOMER") AGREE THAT YOU HAVE READ AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT TO THE EXCLUSION OF ALL OTHER TERMS. IF THE TERMS OF THIS AGREEMENT ARE CONSIDERED AN OFFER, ACCEPTANCE IS EXPRESSLY LIMITED TO SUCH TERMS.

This Agreement is entered into as of the date you accept these terms or use the Converse ("Effective Date").

1. LICENSE

1.1 Subject to the terms set forth in this Agreement, Converse.AI grants to Customer a limited, non-exclusive, non-transferable license to use Converse (as defined herein) for Customer's internal use and not for resale or further distribution. Customer's right to use Converse is limited by all terms and conditions set forth in this Agreement. Except for this license granted to Customer, Converse.AI and its licensors retain all right, title and interest in and to Converse, including all related intellectual property rights. Converse is protected by applicable intellectual property laws, including United States copyright law and international treaties. "Converse" shall mean the online, web-based applications and API access ordered by Customer through an Order Form provided by Converse.AI. An "Order Form" shall be defined as either (a) a document signed by both parties identifying Converse purchased by Customer and made available by Converse.AI pursuant to this Agreement or (b) Customer's selection and acceptance of a specific pricing tier via the online purchasing process.

1.2 Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize any third party to: (i) reproduce, modify, translate, enhance, decompile, disassemble, reverse engineer or create derivative works of any of the Converse; (ii) rent, lease or sublicense access to any of Converse; or (iii) circumvent or disable any security or technological features or measures of Converse.

1.3 The pricing tiers for Converse can be found within the control panel. Fees paid hereunder are non-refundable. Unless otherwise set forth in an Order Form, fees shall recur monthly from the date the service commenced. Subscription upgrades are initiated within the control panel, the upgrade and new plan are effective immediately, a charge shall be made for the new plan amount; minus

any prorated, unused credit of the current billing cycle. In the event Customer's usage of Converse exceeds the pricing tier selected by Customer, fees are adjusted as follows: for the previous month, Converse will charge the lower of any overusage cost for usage in excess of the pricing tier Customer selected versus the retroactive upgrade cost to the next suitable tier. The subsequent month is charged at the then-current pricing tier and the billing cycle will recur on this date, monthly, going forward. Subscription downgrades are initiated within the control panel, the new plan and subscription rate will be effective from the next billing cycle.

1.4 Unless a subscription term of a longer duration is indicated in the applicable Order Form (a "Subscription Term"), Converse will automatically renew on a monthly basis unless and until Customer terminates Converse by providing written notice to Converse.AI (email cancellations@converse.ai), and such termination will be effective as of the last day of the current billing cycle during which such termination notice is received. Customer is responsible for all fees due for the entire Subscription Term – even if Customer cancels subscription.

1.5 Unless otherwise specified in the applicable Order Form, fees due hereunder will be billed to Customer's credit card and Customer authorizes the card issuer to pay all such amounts and authorizes Converse.AI (or its billing agent) to charge the credit card account until Customer or Converse.AI cancels or terminates Converse as set forth in Section 1.4 above; provided that if payment is not received from the credit card issuer, Customer agrees to pay all amounts due upon demand. Customer must provide current, complete and accurate billing and credit card information. Customer agrees to pay all costs of collection, including attorney's fees and costs, on any outstanding balance. In certain instances, the issuer of the credit card may charge a foreign transaction fee or related charges, which Customer shall be responsible to pay.

1.6 Customer will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Converse.AI's income), and any related penalties and interest for the grant of access rights hereunder, or the delivery of related services. Customer will make all required payments to Converse.AI free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to Converse.AI will be Customer's sole responsibility, and Customer will, upon Converse.AI's request, provide Converse.AI with official receipts issued by appropriate taxing authorities, or such other evidence as Converse.AI may reasonably request, to establish that such taxes have been paid.

2. ACCESS

2.1 Converse.AI does not provide the equipment required to access Converse. Customer is responsible for all fees charged by third parties related to Customer's access and use of Converse (e.g., charges by Internet service providers).

2.2 Converse.AI reserves the right to modify or discontinue, temporarily or

permanently, all or any portion of Converse without notice. Converse.AI will not be liable to Customer or to any third party for any modification, suspension, or discontinuance of all or any portion of Converse.

2.3 Converse.AI also reserves the right, in its sole discretion, to reject, refuse to post, or remove any material that Customer posts or submits for posting, and to restrict, suspend, or terminate access to Converse at any time, for any or no reason, with or without prior notice, and without liability.

3. RESTRICTIONS

3.1 Customer must comply with all applicable laws when using Converse. Except as may be expressly permitted by applicable law, or as Converse.AI may authorize expressly in writing, Customer will not, and will not permit anyone else to: (i) store, copy, modify, distribute, or resell any of the information; audio, visual, and audiovisual works, or other content made available on Converse, or compile or collect any such content as part of a database or other work; (ii) use any automated tool (e.g., robots, spiders) to access or use Converse (except for access to Converse API); (iii) rent, lease, or sublicense Customer's access to Converse to another person; (iv) use Converse for any purpose except for Customer's own use; (v) circumvent or disable any digital rights management, usage rules, or other security features of Converse; (vi) use Converse in a manner that overburdens, or that threatens the integrity, performance, or availability of, Converse; or (vii) remove, alter, or obscure any proprietary notices (including copyright and trademark notices) on any portion of Converse.

3.2 Certain parts of Converse, including account management features, may be password-restricted to registered users or other authorized persons ("PasswordProtected Areas"). If Customer is authorized to gain access to any PasswordProtected Areas, Customer agrees that Customer is entirely responsible for maintaining the confidentiality of Customer's password, and agrees to notify Converse.AI if the password is lost, stolen, disclosed to an unauthorized third party, or otherwise may have been compromised. Customer agrees that Customer is entirely responsible for any and all activities that occur under Customer's account, whether or not Customer undertakes such activities. Customer agrees to immediately notify Converse.AI of any unauthorized use of Customer's account or any other breach of security in relation to Customer's password or Converse that is known to Customer.

4. LINKS

4.1 Converse may display, or contain links to, third party products, services, and websites. Any opinions, advice, statements, services, offers, or other information that constitutes part of the content expressed, authored, or made available by other users or other third parties on Converse, or which is accessible through or may be located using Converse (collectively, "Third Party Content") are those of the respective authors or producers and not of Converse.AI or its shareholders, directors, officers, employees, agents, or representatives.

4.2 Converse.AI does not control Third Party Content and does not guarantee the accuracy, integrity or quality of such Third Party Content. Converse.AI is not responsible for the performance of, does not endorse, and is not responsible or liable for, any Third Party Content or any information or materials advertised in any Third Party Content. By using Converse, Customer may be exposed to content that is offensive, indecent, or objectionable. Converse.AI is not be responsible or liable, directly or indirectly, for any damage or loss caused to Customer by Customer's use of or reliance on any goods, services, or information available on or through any third party service or Third Party Content. It is Customer's responsibility to evaluate the information, opinion, advice, or other content available on and through Converse.

4.3 Customer will not use Converse to: (i) upload, post, email, or otherwise transmit any content that contains unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable; (ii) harm Converse.AI or third parties in any way; (iii) impersonate any person or entity, or otherwise misrepresent Customer's affiliation with a person or entity; (iv) upload, post, email, or otherwise transmit any content that Customer does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements); (v) upload, post, email or otherwise transmit any content that infringes any patent, trademark, trade secret, copyright, or other right of any party; (vi) upload, post, email, or otherwise transmit any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," "pyramid schemes," or any other forms of solicitation; (vii) upload, post, email, or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; (viii) interfere with or disrupt Converse or servers or networks connected to Converse, or disobey any requirements, procedures, policies or regulations of networks connected to Converse; (ix) intentionally or unintentionally violate any applicable local, state, national or international law or regulation; (x) "stalk" or otherwise harass another; or (xi) collect or store personal data about other users.

5. USE

Customer is solely responsible for any content and other material that Customer submits, publishes, transmits, or displays on, through, or with Converse.

6. TRADEMARKS

"Converse.AI," the Converse.AI logo, and any other product or service name or slogan displayed on Converse are trademarks of Converse.AI, Inc. and its suppliers or licensors, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Converse.AI or the applicable

trademark holder. Customer shall not use any metatags or any other “hidden text” utilizing “Converse.AI” or any other name, trademark or product or service name of Converse.AI without prior written permission. In addition, the look and feel of Converse, including all page headers, custom graphics, button icons and scripts, is the service mark, trademark and/or trade dress of Converse.AI and may not be copied, imitated or used, in whole or in part, without prior written permission. All other trademarks, registered trademarks, product names and company names or logos mentioned in Converse are the property of their respective owners. Reference to any products, services, processes or other information, by trade name, trademark, manufacturer, supplier, or otherwise does not constitute or imply endorsement, sponsorship, or recommendation thereof by Converse.AI.

7. CONFIDENTIALITY

7.1 “Confidential Information” shall mean all written or oral information, disclosed by either party to the other, related to the operations of either party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. The parties acknowledge that during the performance of this Agreement, each party will have access to certain of the other party’s Confidential Information or Confidential Information of third parties that the disclosing party is required to maintain as confidential. Both parties agree that all items of Confidential Information are proprietary to the disclosing party or such third party, as applicable, and will remain the sole property of the disclosing party or such third party.

7.2 Each party agrees as follows: (a) to use Confidential Information disclosed by the other party only for the purposes described herein; (b) that such party will not reproduce Confidential Information disclosed by the other party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (c) that neither party will create any derivative work from Confidential Information disclosed to such party by the other party; (d) to restrict access to the Confidential Information disclosed by the other party to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (e) to the extent practicable, return or destroy all Confidential Information disclosed by the other party that is in its possession upon termination or expiration of this Agreement.

7.3 Notwithstanding the foregoing, the provisions of Sections 7.1 and 7.2 will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed; (b) is or becomes publicly available or enters the public domain through no fault of the recipient; (c) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (d) is already in the recipient’s possession free of any confidentiality obligations with respect thereto at the time of disclosure; (e) is independently developed by the recipient; or (f) is approved for release or disclosure by the

disclosing party without restriction. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that, to the extent permitted by law, the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (y) to establish a party's rights under this Agreement, including to make such court filings as it may be required to do.

7.4 Customer may provide Converse.AI with feedback, suggestions, and ideas, if Customer chooses, about Converse ("Feedback"). Customer agrees that Converse.AI may, in its sole discretion, use the Feedback Customer provides in any way, including in future enhancements and modifications to Converse. Customer hereby grants to Converse.AI and its assigns a perpetual, worldwide, fully transferable, sublicensable, fully paid-up, irrevocable, royalty free license to use, reproduce, modify, create derivative works from, distribute, and display the Feedback in any manner any for any purpose, without in any media, software, or technology of any kind now existing or developed in the future, without any obligation to provide attribution or compensation to Customer or any third party.

11. WARRANTIES

USE OF CONVERSE IS AT CUSTOMER'S SOLE RISK. CONVERSE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CONVERSE.AI AND ITS SUBSIDIARIES, SUPPLIERS AND LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED INDEMNITIES AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. CONVERSE.AI DOES NOT GUARANTEE THE ACCURACY, COMPLETENESS, OR USEFULNESS OF CONVERSE, AND CUSTOMER RELIES ON CONVERSE AT CUSTOMER'S OWN RISK. ANY MATERIAL THAT CUSTOMER ACCESSES OR OBTAINS THROUGH CONVERSE, INCLUDING CUSTOMER CONTENT, IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S COMPUTER OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY MATERIAL THROUGH CONVERSE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM CONVERSE.AI OR THROUGH OR FROM CONVERSE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

12. LIABILITY

CONVERSE.AI AND ITS SUBSIDIARIES, SUPPLIERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF CONVERSE.AI HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES), RESULTING FROM CUSTOMER'S USE OF

CONVERSE. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF CONVERSE.AI AND ITS SUBSIDIARIES, SUPPLIERS AND LICENSORS OF ALL KINDS ARISING OUT OF OR RELATED TO CUSTOMER'S USE OF CONVERSE (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EXCEED THE AMOUNTS, IF ANY, THAT CUSTOMER HAS PAID TO CONVERSE.AI FOR CUSTOMER'S USE OF CONVERSE FOR THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM.

13. INDEMNITY

Customer will defend, indemnify and hold harmless Converse.AI, its suppliers and licensors, and its respective subsidiaries, affiliates, officers, agents, employees, representatives, and assigns, from any costs, damages, expenses, and liability caused by Customer's use of Converse, Customer's violation of this Agreement, Customer Content, or Customer's violation of any rights of a third party through use of Converse.

14. LEGAL NOTICES

14.1 Enforcement of any dispute relating to this Agreement will be governed by the laws of the State of California, excluding its conflict and choice of law principles. For parties residing in the United States, the exclusive jurisdiction and venue for any claims arising out of or related to this Agreement or Customer's use of Converse is in the state and federal courts located in City and County of San Francisco, California, and Customer irrevocably agrees to submit to the jurisdiction of such courts.

14.2 Converse.AI's failure to enforce any right or provision in this Agreement will not constitute a waiver of such right or provision unless acknowledged and agreed to by Converse.AI in writing. In the event that a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable, the remaining provisions will remain in full force and effect.

14.3 The terms and conditions which by their nature are intended to survive termination of this Agreement shall survive, including Restrictions, Disclaimer of Warranties, Feedback, Indemnity, and Limitation of Liability. This Agreement contains the entire understanding of the parties on the subject matter hereof.

15. CONTACT

If you have any questions or concerns about Converse.AI or these Terms, you may contact us at:

Converse.AI, Inc.
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San Francisco, CA 94104
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