



MOCA PLATFORM API TERMS OF USE (Software-as-a-Service)

Effective from September 1st 2017

The following MOCA Platform API Terms of Use (“**API Terms**”) apply to the MOCA Service Agreement (“base agreement”) described in the “MOCA Platform Terms of Service” document. The terms not defined in the present document will be used in accordance with their corresponding definitions from base agreement.

INNOQUANT provides these API Terms to its Customers subject to the following terms. The version of these API Terms that is currently at the commencement or renewal of the term of your subscription will apply. You understand that these API Terms does not constitute a warranty to you.

By using the MOCA Platform API, you accept these API Terms and the MOCA Platform Terms of Service or other agreements, as appropriate (collectively the “Agreement”), which govern the use of the MOCA Platform provided by INNOQUANT. In the event of discrepancies between the API Terms and the Agreement, the API Terms shall prevail.

INNOQUANT reserves the right to update and modify, from time to time, these API Terms or any document incorporated by reference. INNOQUANT may change these API Terms by posting a new version. The use of the MOCA Platform API after such change constitutes acceptance of such changes.

Please be aware that INNOQUANT does not provide guarantees for the use of the MOCA Platform API. The API Terms also limits our liability. These terms are found in sections 9, 10 and 11, and we recommend that you read them carefully.

1 ACCESS TO MOCA PLATFORM API

In order to use the MOCA Platform API, you must have a valid MOCA Platform subscription license and request your access key in the MOCA Platform Console or through a support request sent to support@mocapplatform.com. You will be provided with a unique identifier and security code necessary to access and use the MOCA Platform API, as described in the MOCA Platform API documentation. INNOQUANT will have complete and exclusive control over the format and data of the MOCA Platform.

2 RIGHTS OF USE AND RESTRICTIONS

The API of the MOCA Platform is the property of INNOQUANT and is licensed worldwide (except in the specific cases described below), non-exclusive and non-sublicensable according to the terms and conditions described in this document. These API Terms define the legal use of the MOCA Platform API, including any update, revision, replacement and copy of the MOCA Platform API, made by you or for you. INNOQUANT reserves all rights that are not expressly granted.

- a. **Subscription License.** Subject to the terms and restrictions established in these API Terms, INNOQUANT grants the CUSTOMER that has acquired the license subscription of the MOCA Platform, a non-exclusive and non-sublicensable right to use the API to develop, test, distribute and support his applications.
- b. **Brand usage.** The MOCA Platform brands or logos must not be used without the express written consent of INNOQUANT.
- c. **Rate limits and restrictions of data fields.** You understand that there are API call rate limits and restrictions on the data fields that are invoked by application or service using the MOCA Platform API and you agree that you must comply with this rate limit and with the restrictions on the data fields at all times. Rate limits and restrictions are described in the MOCA Platform API documentation, available at <https://developer.mocapplatform.com>. These rate limits and restrictions are subject to modification from time to time in the sole discretion of INNOQUANT, upon notification to the CUSTOMER, and take effect immediately upon publication. INNOQUANT may, at its sole discretion, limit: (i) the rate at which the API or any subset thereof may be called, (ii) the amount of storage available for each service account, or (iii) the length of segments of individual content that can be uploaded to, or initiated from, the service (all of the above being forms of “Limitation”). INNOQUANT may apply this Limitation globally in the entire MOCA Platform API, by end user or based on any other element. You will not take any action to circumvent the technical measures that are established to apply the Limitation, and you understand and agree that the

programmatic methods intended to subvert the rate limit (including the maintenance of a data cache) are considered an infraction of these API Terms.

d. **Modifications.** INNOQUANT reserves the right to launch subsequent versions of the MOCA Platform API and to request that you obtain and use the most recent version, after notifying the CUSTOMER. If a modification is unacceptable to you, stop using the API. If you continue to access the MOCA Platform API, you are accepting the modifications.

e. **Limitations and conditions of service.** We may use technology or other measures to protect the MOCA Platform API, to protect our clients or to prevent it from violating these API terms. These measures include, for example, filtering to stop spam or increase security. These measures may hinder or terminate your use of the MOCA Platform API and you may not circumvent or attempt to prevent or disable any of these technical or other measures.

INNOQUANT shall have the right, at its sole discretion, to reject any request to use the MOCA Platform API at any time and for any reason except CUSTOMERS with the valid subscription license. INNOQUANT will not be liable to you for any damage that occurs as a result of your decision to reject said request.

3 INTELLECTUAL PROPERTY RIGHTS

For purposes of these API terms, "Intellectual and industrial property rights" are defined as each and every one of the existing rights according to the laws of patents, intellectual property laws, moral rights laws, laws of business secrecy, trademark laws, unfair competition laws, advertising rights laws, privacy rights laws and any other property rights, and each and every one of the applications, renewals, extensions and restorations of these, in force now or hereafter throughout the world. With respect to you and INNOQUANT, you acknowledge that INNOQUANT will own all the rights, ownership and interests, including, among others, all Intellectual and Industrial Property Rights of the MOCA Platform API and those that are result of this (excluding software components developed by you that are not included in the MOCA Platform API) and that you will not have the right to acquire any right, ownership or interest related to MOCA Platform API, except and as expressly stated in these API Terms.

4 CODE OF CONDUCT

You agree that you are responsible for your own conduct and content during the use of the MOCA Platform API and the consequences that result from it. You agree to use the MOCA Platform API only for legal, appropriate purposes and in accordance with these API Terms and any applicable policy or guidelines.

4.1 Appropriate conduct

During the use of the MOCA Platform API and application development, you must:

- Obey the law;
- Obey any code of conduct or any notice we provide;
- Do not reveal any password for the service account;
- Notify in a timely manner if it detects a security breach in relation to the service and API of the MOCA Platform;

4.2 Prohibited uses

During the use of the MOCA Platform API and application development, you must:

- Defame, abuse, harass, threaten or otherwise violate the legal rights (such as privacy and publicity rights) of other people;
- Upload, post, email, transmit or provide any inappropriate, defamatory, obscene or illegal content;
- Upload, post, send by email, transmit or provide any content that infringes any patent, trademark, intellectual property, business secret or other property right of any of the parties, unless you own the rights or have the right to permission of the owner to publish said content;
- Upload, post, send by email, transmit or facilitate messages promoting pyramid schemes, chain letters or advertisements or commercial messages, or anything else prohibited by law, by these API Terms of Use or by any applicable policy or guideline;
- Use the MOCA Platform API in connection with or to promote any product, service or material that constitutes, promotes or is used primarily for the purpose of: creating spyware, adware or other malicious programs or codes;
- Download any file published by another user that knows, or should know, that can not be legally distributed in that way;
- Impersonate the identity of another person or entity, or forge or delete attributions of the author, legal or other notifications, or labels or designations of ownership of the source or source of the software or other material;
- Restrict or prevent any other user from using or enjoying access to the MOCA Platform API;
- Use the MOCA Platform API for any illegal or unauthorized purpose;

- Remove any intellectual property, trademark or other notifications of property rights included in the MOCA Platform API;
- Interfere with or interrupt the API of the MOCA Platform or the servers or networks connected to the services of the MOCA Platform, or breach any requirement, procedure, policy or regulation of networks connected to the MOCA Platform API;
- Use any robot, spider, recovery application or site search in connection with the MOCA Platform API or collect information about users for any unauthorized purpose;
- Send content that may express or that leads to falsely think that said content is sponsored or approved by INNOQUANT;
- Create user accounts through automated means or false or fraudulent excuses, or obtain or try to obtain several keys for the MOCA Platform API;
- Promote or provide training information about illegal activities or promote physical harm or injury against groups of people or individuals;
- Transmit any virus, worm, defect, Trojan horse or any other element of a destructive nature;
- Sell, rent, share, transfer or sublicense the API of the MOCA Platform or access codes to it, either for monetary, commercial or other reasons, without prior written permission from INNOQUANT;
- Use the MOCA Platform API in a manner that exceeds the reasonable request volume, constitutes excessive or excessive use, or does not comply or is inconsistent with any part of the MOCA Platform API documentation as determined by INNOQUANT at its sole discretion;
- Request data on behalf of a user to display, transmit or provide such data to other users;
- The prohibited uses indicated above are by way of example, but not limited to them. INNOQUANT reserves the right, at its sole discretion, to determine whether its use of the MOCA Platform API is made in accordance with these API Terms of Use.

5 PRIVACY

All access to and use of the MOCA Platform API is subject to the MOCA Platform's Privacy Policy. Nothing contemplated in these API Terms allows the collection or transfer of personal identification information of Internet users between the parties. The CUSTOMER will comply with the obligations that the Data Protection and Privacy Regulations in force in its territory require at all times regarding the obligations of information and consent of users. The CUSTOMER must show a clear online privacy policy for websites, mobile applications and other devices that access the MOCA Platform API. This privacy policy must include, at a minimum, a complete, accurate and clear indication regarding the location, use and reading of cookies and related technologies, and any collection and use of data related to the activity of users on their web sites and mobiles applications.

For compliance with these obligations, INNOQUANT undertakes to collaborate and provide all information to the CUSTOMER related to the complete, accurate and clear indication regarding the location, use and reading of their data, and any collection and use of related data with the activity of the users in the websites and mobile applications of the CUSTOMER, to the extent that this information depends on the MOCA Platform.

6 USER AUTHENTICATION AND SECURITY

INNOQUANT takes the privacy and security of the User very seriously, and the CUSTOMER agrees to provide all the necessary assistance for the operation of its applications in compliance with these API Terms and any applicable legislation.

6.1 Guarantee the consent of the users

The CUSTOMER is solely responsible for guaranteeing the clear and express consent of the User, granting him permission to access the account of the MOCA Platform of said User, including and if applicable, the retrieval of specific User information or the writing of information in the Account of said User. The CLIENT will strictly comply with the scope of the express consent granted when accessing the MOCA Platform account of said User.

6.2 Contact and cooperation

The CUSTOMER (or the e-mail contacts he registered in the MOCA Platform) must be available at all times to resolve questions or security problems. You can change this name or contact by updating the information of Account Manager of the MOCA Platform or any other tool provided by INNOQUANT for this purpose.

6.3 Sector standards

The networks, the operating system and software for web servers, routers, databases and computer systems ("Systems") of the CUSTOMER that make use of MOCA Platform API, must be configured correctly and safely according to the standards of the Internet sector. If the CUSTOMER does not completely control any aspect of the System, it will use all the control or influence it has over such Systems or Systems selection, and will not design or select Systems to avoid the previous obligation.

6.4 Report

The CUSTOMER must promptly inform INNOQUANT of the security deficiencies in, or of intrusions in its Systems that it discovers, in writing by email to support@mocaplatform.com. It will work with INNOQUANT to immediately correct any security deficiency and will immediately prevent any intrusion or disconnect the intruders. In case of any intrusion or security deficiency, it will not make any public statement (eg. press, blogs, bulletin boards, etc.) without the express prior written consent of INNOQUANT for each case.

6.5 Access control to systems

To the extent that you have control or influence over the Systems, you will record (indicating date and time) all instances of access to the Systems. You will encrypt the files of user names and passwords of the Systems that store or process user data of the MOCA Platform API that INNOQUANT allows you to access. Passwords must be unique, unintuitive and must be modified often. You will reduce access to passwords and their use. As far as possible, commands that require additional privileges must be registered securely (with date and time) to enable a complete audit trail of the activities. When a person terminates their employment relationship with you, their passwords and passwords to access the facilities must be canceled immediately.

6.6 Security revisions

INNOQUANT shall have the right, but is not obligated, at its own cost, to an independent third party to inspect and review compliance with the security provisions. You must (at your own expense) correct any security flaw detected by such review as soon as possible. Next, you must immediately certify INNOQUANT in writing that the security defect has been corrected, along with a description of the corrective actions taken. INNOQUANT will notify you of this review 48 hours before doing it. Reviews of this type will be carried out during normal working hours and in a way that does not interfere with your usual activities. If a review reveals a serious breach of any of these security provisions, it will reimburse INNOQUANT for the reasonable costs of the review.

7 SUPPORT AND AVAILABILITY

INNOQUANT may choose to provide support or modify MOCA Platform API (collectively, "support"), at its sole discretion. INNOQUANT may change, suspend or discontinue any aspect of the MOCA Platform API at any time, including the availability of the API, except for the CUSTOMER with the current subscriptions of the MOCA Platform. INNOQUANT may also limit certain features and services or restrict its access to part or all of the MOCA Platform API or the MOCA Platform website without notification or derived responsibilities.

8 PRICES AND PAYMENTS

INNOQUANT reserves the right to charge prices for the future use of, or access to, the API of the MOCA Platform at the sole discretion of INNOQUANT. If INNOQUANT decides to make a change to payment terms for the API, this payment will be communicated to the Customer with prior written notification and will be applied at the time of the renewal of the current subscription.

9 EXCLUSION OF GUARANTEES

9.1 Guarantees

Each party warrants to the other that it will devote all of its reasonable abilities and efforts to satisfy its obligations under this Agreement.

9.2 Disclaimers of Liability

Under Clause 13 of the MOCA Platform Terms of Service, no conditions, warranties or other terms will apply to the API Terms in accordance with this Agreement unless expressly stated in this Agreement. For greater clarity, implied terms, guarantees or conditions (including conditions relating to a satisfactory quality, suitability for a particular purpose or conformity with the description) will not be applied.

9.3 Exclusion of Guarantees

THE USE OF THE MOCA PLATFORM API IS AT YOUR DISCRETION AND RISK, AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES RESULTING FROM THE USE OF THE MOCA PLATFORM API.

10 LIMITATION OF LIABILITY

WITHOUT PREJUDICE TO ALL OTHER PROVISIONS OF THESE API TERMS, THE MAXIMUM AGGREGATE LIABILITY OF INNOQUANT TO YOU AND ALL CLAIMS ARISING FROM OR IN CONNECTION WITH THE TERMS OF THE API, ITS RESOLUTION OR EXPIRATION, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIMS BASED ON A CONTRACT, WARRANTY, EXTRACTIONAL LIABILITY, BREACH OF ESSENTIAL PURPOSE, COMMERCIAL USE OR OTHERWISE, WILL NOT EXCEED 100% OF ALL PAID AND PAYABLE BY CUSTOMER UNDER THIS AGREEMENT AND IN NO EVENT SHALL EXCEED 10,000 EUROS. YOU WILL NOT HAVE THE RIGHT TO RECEIVE ANY OTHER INDEMNIFICATION FOR DAMAGES, LOSSES OR LOSSES, WHICH INCLUDES, WITHOUT LIMITATION, LOST PROFITS, CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES. THESE LIMITATIONS AND EXCLUSIONS APPLY TO YOU IN THE EVENT THAT THIS REMEDY DOES NOT FULLY INDEMNIFY YOU FOR LOSSES OR DOES NOT COMPLY WITH YOUR MAIN PURPOSE OR IN THE EVENT THAT WE HAVE HAD KNOWLEDGE OR WE HAVE HAD KNOWLEDGE OF THE POSSIBILITY THAT SUCH DAMAGES WILL OCCUR. TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LEGISLATION, THESE LIMITATIONS AND EXCLUSIONS APPLY TO ALL ASPECTS RELATING TO THESE TERMS OF USE OF THE API, SUCH AS: LOSS OF CONTENT; ANY VIRUS THAT AFFECTS THE USE OF THE MOCA PLATFORM API; DELAYS OR FAILURES IN THE START OR TERMINATION OF TRANSMISSIONS OR TRANSACTIONS; CLAIMS FOR BREACH OF CONTRACT, GUARANTEE OR CONDITION; OBJECTIVE RESPONSIBILITY; NEGLIGENCE; MANIFESTATION DOLOSA OR OMISSION; OR OTHER EXTRACONTRACTUAL RESPONSIBILITY; INFRINGEMENT OF A STATUTE OR REGULATION; OR UNFAIR ENRICHMENT. SOME OR ALL OF THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU IN THE EVENT THAT YOUR STATE, PROVINCE OR COUNTRY DOES NOT ADMIT THE EXCLUSION OR LIMITATION OF INCIDENTAL, INDIRECT OR OTHER DAMAGES.

11 INDEMNIFICATION

You agree to indemnify and hold harmless INNOQUANT (and its directors, officers, affiliates and representatives) from loss, liability and expense (including, reasonable attorneys' fees) resulting from any claim, proceeding or judgment based on or arising from the breach or alleged breach by you of this contract or any part thereof, which is otherwise related to your websites, applications or your use of the MOCA Platform API. You will be solely responsible for defending any of those claims by a mutually agreed upon attorney, subject to INNOQUANT's right to participate with a lawyer of your choice and you will not publicly disclose any claim or transaction agreement imposing an obligation or liability to INNOQUANT (or its directors, officers, affiliates and representatives) without the prior written consent of INNOQUANT, such consent provided by INNOQUANT at its sole discretion.

12 VALIDITY AND TERMINATION

The period of validity and termination of these API Terms will be subject to the provisions of the base agreement.

13 ASSIGNMENT

You may not assign this contract, or any part of it, to any other person or party without our prior written consent, which we will not deny without justified reasons. Any attempt to do so will be null. You may not transmit to anyone, either temporarily or permanently, any right to use the MOCA Platform API or any part of the MOCA Platform API.

14 WHITHOUT THIRD PARTY BENEFICIARIES

This contract is solely for the benefit of you and INNOQUANT. It is not for the benefit of any other party, except for the successors and assigns permitted under this contract.

15 CONSERVATION

If any court of competent jurisdiction determines that any provision of these API Terms is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

16 NOTIFICATIONS

You give your consent to INNOQUANT to provide you with notifications about the MOCA Platform API or information that we are required to provide by law, by email, to the address specified when you subscribed to the MOCA Platform API. Notifications sent to you via email will be considered sent and received at the time the email is sent. If you do not give your consent to receive notifications in electronic format, you must stop accessing the MOCA Platform API.