APITURE API LICENSE AGREEMENT

This Apiture API License Agreement (**Agreement**) is a binding contract between you (**you** or **your**) and Apiture LLC, its affiliates, successors and assigns (**Apiture** or **we** or **us**). This Agreement governs your access to and use of the Apiture developer portal (**Portal**) and all Apiture application programming interfaces, software development kits, and related or similar software resources made available on, through or in conjunction with the Portal (**APIs** or in each case an **API**) and including any of the backend Apiture services enabled by the APIs (**Enabled Services**).

1. BY ACCESSING OR USING THE PORTAL OR ANY OF THE APIs, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT AND AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE PORTAL, THE APIs, OR THE ENABLED SERVICES.

2. **License.** Subject to and conditioned on your compliance with all terms and conditions set forth in this Agreement, we hereby grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of the Agreement to: (a) use the Portal, the APIs, and the Enabled Services solely for your internal business purposes in developing web or other software services or applications developed by you to interact with the APIs (**Your Applications**). This license includes the right to use the associated open API documentation made available on the Portal, including definitions and listings of operations, data formats and schemas, and other specifications (**API Specifications**) in developing Your Applications. You acknowledge that there are no implied licenses granted under this Agreement. We reserve all rights that are not expressly granted. You may not use the Portal, the APIs, the API Specifications, or any Enabled Services for any other purpose without our prior written consent. In order to use and access the APIs, you must obtain an API Key through the registration process available on the Portal. You may not share your API Key with any third party, must keep your API Key and all log-in information secure, and must use the API Key as your sole means of accessing the API. We may revoke your API Key at any time.

3. **Restrictions.** The Portal, the APIs, the API Specifications, and the Enabled Services are subject to the restrictions set out below.

    (a) You may not copy, modify, or create derivative works of any of the APIs or the Enabled Services, in whole or in part. For clarity, this restriction is not intended to limit your ability to consume the APIs in good faith for the purpose of developing Your Applications, provided that, in any case, you may not create APIs based on or derived from the API Specifications.

    (b) You may not use the APIs or Enabled Services in a production environment. This Agreement permits use of the APIs in a development environment only, and other use shall be subject to a further agreement between you and Apiture.

    (c) You may not rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available any of the APIs, the API Specifications or Enabled Services.

    (d) You may not reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of any of the APIs, in whole or in part.

    (e) You may not attempt to derive or gain access to any Enabled Services except by way of the APIs.

    (f) You may not reverse engineer, disassemble, decompile, decode, adapt, or recreate any of the Enabled Services, except with the express written consent of Apiture.

    (g) You may not remove any proprietary notices from any of the APIs.

    (h) You may not use any of the APIs in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

    (i) You may not design or permit Your Application(s) to disable, override, or otherwise interfere with any Apiture or other systems which communicate or interoperate with or through the APIs, including

communications to end users, consent screens, user settings, alerts, warning, or the like, without the prior written consent of Apiture.

(j) You may not attempt to cloak or conceal your identity or the identity of Your Application(s) when requesting authorization to use any of the APIs.

Further, Apiture reserves the right to additional restrictions and/or prohibit combination or integration of any of the APIs with identified software, technology, services, or materials upon notice to you.

4. **Compliance with Law.** You and Your Applications shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on the Portal from time to time. In addition, you will not use any of the APIs in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities. You agree to monitor the use of Your Applications for any activity that violates applicable laws, rules and regulation or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior, and promptly restrict any offending users of Your Applications from further use of Your Applications. You agree to provide a resource for users of Your Applications to report abuse of Your Applications. As between you and us, you are responsible for all acts and omissions of your end users in connection with Your Application and their use of any of the APIs and Enabled Services, if any. You agree that you are solely responsible for posting any privacy notices and obtaining any consents from your end users required under applicable laws, rules, and regulations for their use of Your Applications.

5. **Updates.** This Agreement does not entitle you to any support for the APIs or Enabled Services. Any support of the APIs and Enabled Services in connection with use in a production environment may be addressed in a further written agreement between your and Apiture which includes commercial terms surrounding such use. You acknowledge that we may update or modify the API from time to time and at our sole discretion (in each instance, an **Update**), and may require you to obtain and use the most recent version(s). We will use commercially reasonable efforts to provide you with up to 6 months advance notice of any such Updates. You are required to make any such changes to Your Applications that are required for integration as a result of such Update at your sole cost and expense. Updates may adversely affect how Your Applications communicate with the Apiture or other systems associated with the API. Your continued use of the API following an Update constitutes binding acceptance of the Update. Apiture shall not be liable for any cost, expenses, or damage which you may incur as a result of any Updates or other maintenance, suspension, or change to the method of access to and/or use of the Portal and/or the APIs.

6. **Fees.** You agree that no license fees or other payments will be due under this Agreement in exchange for the rights granted under this Agreement. You acknowledge and agree that this fee arrangement is made in consideration of the mutual covenants set forth in this agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, we reserve the right to start charging for access to and use of the APIs and Enabled Services at any time.

7. **Privacy.** We may collect certain information about you or any of your employees, contractors, or agents. By accessing, using, and providing information to or through the Portal or the APIs, you consent to all actions taken by us with respect to your information in compliance with the then-current version of our privacy policy (https://www.apiture.com/privacy-policy/) and data protection requirements.

8. **Proprietary Rights.** You acknowledge that, as between you and us, (a) we own all right, title, and interest, including all intellectual property rights, in and to the Portal, the APIs, the API Specifications, the Enabled Services and any other interoperable systems or applications and (b) you own all right, title, and interest, including all intellectual property rights, in and to Your Applications, excluding the Apiture rights identified in subpart (a). You will use commercially reasonable efforts to safeguard the APIs, the API Specificatons, and Enabled Services (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. You will promptly notify us if you become aware of any infringement of any Apiture intellectual property rights and will fully cooperate with us, in any legal action taken to enforce our intellectual property rights. If you or any of your employees, contractors, or agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the APIs or Enabled Services or any other interoperable applications or systems, including without limitation, new

features or functionality relating thereto, or any comments, questions, suggestions, or the like (**Feedback**), all such Feedback is and will be treated as non-confidential; provided, however, that you will only provide Feedback related to security vulnerabilities through closed, private, and secure channels and no event in public forums including but not limited to the Portal pubic discussion or comment features, social media, or public web sites. You hereby assign to us on your behalf, and on behalf of your employees, contractors, and agents, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

9. **No Warranty.** THE PORTAL, THE APIS, THE API SPECIFICATIONS, AND THE ENABLED SERVICES ARE PROVIDED "AS IS" AND APITURE EXPRESSLY AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. APITURE EXPRESSLY AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. APITURE MAKES NO WARRANTY OF ANY KIND THAT THE PORTAL, THE APIS, THE ENABLED SERVICES OR ANY OTHER PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

10. **Indemnity.** You agree to indemnify, defend, and hold harmless Apiture and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to (a) your use or misuse of the Portal, the APIs, the API Specifications, or the Enabled Services, (b) your breach of this Agreement, or (c) Your Applications, including any end user's use thereof. In the event we seek indemnification or defense from you under this provision, we will promptly notify you in writing of the claim(s) brought against us for which we seek indemnification or defense. We reserve the right, at our option and in our sole discretion, to assume full control of the defense of claims with legal counsel of our choice. You may not enter into any third-party agreement that would, in any manner whatsoever, constitute an admission of fault by Apiture or bind us in any manner, without our prior written consent. In the event we assume control of the defense of such claim, we will not settle any such claim requiring payment from you without your prior written approval.

11. **Limit of Liability.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (a) ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE PORTAL, THE APIS, OR THE ENABLED SERVICES; OR (b) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR APITURE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

12. **Term and Termination.** The term of this Agreement commences when you access any of the APIs and will continue in effect until terminated as set forth in this Section. We may immediately terminate or suspend this Agreement, any rights granted herein, and/or your licenses under this Agreement, in the event that you violate any of the terms or conditions of this Agreement. We also may terminate this Agreement for any reason upon 45 days advance written notice to you. Upon termination of this Agreement for any reason all licenses and rights granted to you under this Agreement will also terminate and you must cease using, destroy, and permanently erase from all devices and systems you directly or indirectly control all copies of the APIs and API Specifications. Any terms that by their nature are intended to continue beyond the termination or expiration of this Agreement, will survive termination. Termination will not limit any of Apiture's rights or remedies at law or in equity.

13. **Export Control Law.** The APIs may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the APIs to, or make the APIs accessible from, any jurisdiction or country to which export, re-export,

or release is prohibited by law, rule, or regulation. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the APIs available outside the US.

14. **Government Procurement.** The APIs are a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the APIs as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

15. **Modification of this Agreement.** You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time. Modifications will be posted on the Portal, and Apiture will use commercially reasonable efforts to notify you of any substantial modifications. You will be responsible for reviewing and becoming familiar with any such modifications.

16. **Governing Law and Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice of conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of North Carolina. Any legal suit, action, or proceeding arising out of this agreement or the licenses granted hereunder will be instituted in the federal courts of the United States or the courts of the State of North Carolina in each case located in the city of Wilmington and County of New Hanover, and each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

17. **Disputes.** At our sole discretion, we may require you to submit any disputes arising under this Agreement, including disputes arising from or concerning its interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying North Carolina law.

18. **Independent Contractors.** You and Apiture are independent contractors under this Agreement and nothing in this Agreement authorizes either party to act as a legal representative or agent of the other for any purpose. It is expressly understood that this Agreement does not establish a franchise relationship, partnership, principal-agent relationship, or joint venture. Neither party shall have the power to bind the other with respect to any obligation to any third party. Each party is solely responsible for its employees, including terms of employment, wages, hours, required insurance, and daily direction and control.

19. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

20. **Notices.** Any notices to Apiture must be sent to our corporate headquarters address available at www.apiture.com and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Portal or the APIs. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

21. **Severability.** The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.

22. **Waiver.** Any failure by Apiture to enforce any of its rights under this Agreement does not constitute a waiver of such rights and and will not limit Apiture's rights.

23. **Assignment.** This Agreement may not be assigned or transferred for any reason whatsoever without our prior written consent, and any action or conduct in violation of the foregoing will be void and without effect. Apiture expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder.