

DEVELOPER PLATFORM LICENSE AGREEMENT

This Developer Platform License Agreement (“Agreement”), effective as of the date Customer accepts these terms by checking the acceptance box and clicking "I Agree" as set forth below (the “**Effective Date**”), is by and between LucidLink Corp (“**LucidLink**” or “**Company**”), and the entity or individual accepting these terms (“**Customer**”). Each of Company and Customer may be referred to herein as a “Party” and, together, the “Parties.”

WHEREAS, LucidLink provides access to its Developer Platform and Customer desires to access it, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. License to API. Subject to Customer’s compliance with the terms and conditions of this Agreement, Company hereby grants to Customer a non-exclusive, limited, revocable, non-sublicensable, non-transferable (except as permitted under this Agreement), right and license during the Term (as defined below) to use LucidLink’s Developer Platform, comprising: (a) the LucidLink Service API, (b) the Python SDK, (c) the LucidLink Connect API, and (d) the Client REST API, together with related documentation (collectively, the “**API**”), for the sole purpose of allowing Customer to (i) programmatically manage, automate, and extend Customer’s LucidLink environment and (ii) develop integrations and applications utilizing LucidLink’s file management and cloud storage capabilities (“**Customer Application(s)**”). End users of Customer Application(s) are referred to herein as “**End Users**.” Customer shall be responsible for the acts and omissions of End Users hereunder. Certain components of the API, including the Python SDK, may be made available in beta form and are subject to change; Company makes no representations or warranties regarding the stability or continued availability of such beta components. Company may change Customer’s method of accessing the API at any time, in Company’s sole discretion, and Customer shall be responsible, at its sole cost, for procuring all connectivity, equipment and software needed to access the API. Customer acknowledges and agrees that Company may limit, update, modify, or cease support of current or prior versions or releases of the API at any time, in its sole discretion, without liability. Customer’s access to and use of the API is also subject to LucidLink’s Terms of Service, available at <https://www.lucidlink.com/terms>, as may be updated from time to time; provided that in the event of any conflict between such Terms of Service and this Agreement or any other separately negotiated written agreement between the parties, this Agreement or such separately negotiated agreement, as applicable, shall govern and control.

2. Restrictions. Customer will not (and will not authorize or permit any third party to) make any use or disclosure of the API that is not expressly permitted under this Agreement. Without limiting the foregoing, Customer will not (and will not authorize or permit any third party to): (i) reverse engineer, decompile, frame, mirror, disassemble, or otherwise attempt to discern

the source code or interface protocols of the API; (ii) modify, adapt, create derivative works or translate the API (other than sample code and examples in the documentation, which Customer may modify for use in Customer Application(s)); (iii) assign, share, pledge, resell, distribute, or sublicense the API (except that Customer may distribute the Python SDK, unmodified, as a component of Customer Application(s) solely for use by End Users in accordance with this Agreement); (iv) make the API available on a “service bureau” basis or otherwise allow any third party (other than End Users as permitted herein) to use or access the API; (v) share identification or password codes with persons other than End Users, or permit Customer’s account to be accessed by individuals who are not End Users; (vi) access via automated or unauthorized means, interfere with, disrupt or attempt to monitor, override access or circumvent security measures for, the API, or otherwise interfere with or disrupt the integrity or performance of the same; (vi) remove or modify any proprietary marking or restrictive legends placed on the API, including without limitation any Licensor Marks; (vii) use the API in violation of any applicable law or regulation or for any purpose not specifically permitted in this Agreement; (viii) introduce into the API any software, virus, worm, “back door,” Trojan Horse, or similar malicious, harmful or disabling code; (ix) interfere or attempt to interfere with the proper working of the API; or (x) create, implement, or enhance a product or service that is competitive with the API. Company shall be permitted to monitor Customer’s usage of the API and to collect usage, technical, and performance data (including telemetry) relating to the API and Customer Application(s) to verify compliance with the terms of this Agreement and to operate, secure, support, and improve the API. Notwithstanding anything to the contrary herein, Company may, in its sole discretion, immediately revoke the grant of rights contemplated in Section 1 if Customer breaches or threatens to breach the restrictions in this Section or creates other security or legal concerns.

3. Ownership. Company owns and shall own all right, title, and interest in and to the API, including all source code, object code, tools, scripts, processes, techniques, methodologies, inventions, know-how, concepts, formatting, arrangements, visual attributes, ideas, database rights, operating instructions, and interfaces developed for or relating to the same, and, as between the parties, all content and Marks displayed through the API, together with all modifications, enhancements, revisions, changes, copies, partial copies, translations, compilations, and derivative works thereto, including all copyrights and other intellectual property rights relating thereto, (“**Company Intellectual Property**”). Customer will have no rights with respect to the Company Intellectual Property other than those expressly granted under Section 1. Customer shall have no right to (or to permit any third party to) to develop, enhance, or modify the API (except as expressly permitted under Section 2), and to the extent Customer (or any third party on its behalf) does so, all right, title, and interest in and to such development, modification, or enhancement (including any intellectual property rights with respect thereto) shall be deemed to be included in the Company Intellectual Property.

4. Data. As used herein, the term “**Personal Information**” means any information: (i) that can be used to identify, contact, or precisely locate a natural person, household or device; (ii) defined as “personal data,” “personal information,” “personally identifiable information,” “nonpublic personal information,” or “individually identifiable health information” under any applicable data protection laws and regulations, and (iii) associated, directly or indirectly (by, for example, records linked via unique keys), with any of the foregoing. Personal Information provided by Customer or collected, received or processed by Company directly or indirectly on behalf of Customer or its End Users pursuant to this Agreement shall be referred to herein collectively as “**Customer Personal Information**.” Customer represents and warrants that: (i) it owns, or has acquired the express license and written authority to use, all of the Customer Personal Information as contemplated herein; (ii) the Customer Personal Information and the receipt, collection, use and provision thereof shall not infringe or violate any third party rights, including without limitation any intellectual property, privacy and publicity rights; (iii) the Customer Personal Information were received, collected, used and provided to Company in compliance with all applicable laws, rules and regulations and self-regulatory guidelines and requirements, including without limitation laws on privacy and data security, unsolicited messaging, unfair or deceptive practices, or United States trade or export restrictions; (iv) it has obtained all necessary consents, approvals or other authorizations or permissions for, and has complied with its posted privacy policies and all third-party terms and conditions or privacy policies in connection with its receipt, use and/or provision of the Customer Personal Information hereunder; and (v) that none of the Customer Personal Information contains any personally identifiable information or persistent identifiers from individuals under the age of 13. Company shall not collect, use, disclose or process Customer Personal Information in any manner that violates this Agreement or applicable data protection laws and regulations. To the extent Company processes Customer Personal Information on behalf of Customer, such processing shall be governed by LucidLink's Data Processing Addendum, available at <https://www.lucidlink.com/dpa>, which is incorporated herein by reference.

5. Trademarks.

a. Ownership of Marks. Licensee acknowledges that Licensor owns all right, title, and interest in and to its Marks and that all uses of Licensor's Marks by Licensee shall inure solely to the benefit of Licensor.

b. Restrictions. Licensee shall not during the Term or thereafter: (i) use Licensor's Marks in any manner or commit any other act likely to jeopardize the rights of Licensor; or (ii) use, authorize, or knowingly permit the use of Licensor's Marks in any manner that would tend to devalue, injure or dilute the goodwill or reputation of Licensor or Licensor's Marks.

6. Term and Termination.

a. Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until terminated by either Party in accordance with this Agreement. (the "**Term**").

b. Termination. This Agreement may be terminated: (i) by either party if the other party commits a material breach of this Agreement which is not cured within five (5) business days after written notice is given by the non-breaching party; (ii) by Company for any or no reason on ten (10) days' notice, or by Customer for any or no reason on thirty (30) days' notice; (iii) by either party immediately if the other party is liquidated or dissolved, or suffers the appointment of a receiver or trustee or makes a general assignment for the benefit of its creditors or institutes or has instituted against it any proceedings under any law relating to bankruptcy or relief of debtors; (iv) upon the mutual agreement of the parties; or (v) by Company immediately, without notice, if Company determines in its sole discretion that Customer has violated this Agreement, engaged in conduct that poses a security or legal risk, or if required by applicable law.

c. Effect of Termination; Survival. Upon any termination of this Agreement: (i) the licenses granted pursuant to Section 1 and Section 5 shall immediately terminate, and Customer will immediately cease use of the API ; and (ii) each party will either return to the other party (or provide the other party with written certification of the destruction of) all documents, computer files and other materials containing any Confidential Information (as defined below) of such other party that are in the first party's possession or control. Sections 2, 3, 5, 6(c), 7, 8, 9(c), 10, 11, and 12 shall survive any expiration or termination of this Agreement.

7. Confidentiality.

a. Confidential Information. In connection with this Agreement each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**"). Subject to 47(b), "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that is confidential or proprietary to the Disclosing Party, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, prototypes, samples, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case which a reasonable person under the circumstances would reasonably understand to be confidential, whether or not marked, designated, or otherwise identified as "confidential". Without limiting the foregoing: all Company Intellectual Property is the Confidential Information of LucidLink, subject to Section 7(b), and nothing in this Section 7 restricts or limits LucidLink's rights to the API.

b. Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party

on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

c. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

i. not access or use Confidential Information other than in connection with exercise of its rights or perform its obligations under and in accordance with this Agreement;

ii. except as may be permitted by and subject to its compliance with 57(d), not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this 57(c); and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Error: Reference source not found7;

iii. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care;

iv. promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps, including cooperating with Disclosing Party to prevent further unauthorized use or disclosure; and

v. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Error: Reference source not found7.

vi. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Error: Reference source not found7 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

d. Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under 57.c; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section, the Receiving Party remains required by Law to disclose any Confidential Information, the

Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

8. Feedback. Customer may, from time to time, provide Company with feedback, comments or suggestions with respect to the API or the Platform (“**Feedback**”). Notwithstanding anything to the contrary, Feedback, even if designated as confidential by Customer, shall not create any confidentiality obligation for Company, and Customer hereby grants to Company a nonexclusive, worldwide, perpetual, irrevocable, transferable, sublicensable, royalty-free, fully-paid up license to use and exploit the Feedback for any purpose without payment or attribution to Customer.

9. Representations and Warranties; Disclaimer.

a. Mutual Representations and Warranties. Each party represents and warrants to the other that: (i) it has the necessary corporate power and authority to enter into this Agreement and to perform its obligations hereunder; (ii) it will comply with all applicable laws, statutes, ordinances, and regulations in connection with this Agreement; and (iii) it has all necessary rights, consents and permissions to transfer any data to the other party via the API and such transfer is not in violation of its privacy policies or any applicable laws, and it will use any data transferred to it from the other party via the API in accordance with the terms of applicable data protection laws and the Data Processing Addendum (if any).

b. Customer Representations and Warranties. In addition to the representations and warranties in Section 4, Customer further represents and warrants that (i) it has implemented or contractually required and industry-standard security measures to help protect the security and integrity of, and prevent, unauthorized access to the API, Customer Applications; (ii) it will not do anything that will make the API subject to any open source or similar license; (iii) it will not disrupt, disable, erase, alter, harm, damage, interfere with or otherwise impair in any manner the API; (iv) in the event of any security breach or unauthorized access to the API, Customer Applications, Customer will immediately investigate such breach and notify Company, and, unless otherwise informed by Company, take all corrective action necessary to remedy such breach, and perform such remediation all at Customer’s cost; and (v) Customer and the Customer Applications will comply with all applicable laws and not violate or infringe upon any third party intellectual property, privacy or publicity rights.

c. DISCLAIMERS; NO OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9(a), EACH PARTY HEREBY ACKNOWLEDGES AND AGREES THAT THE API, THE MARKS, AND ANY OTHER MATERIALS, DATA OR SERVICES PROVIDED TO THE OTHER HEREUNDER, ARE PROVIDED ON AN “AS IS” AND “AS

AVAILABLE” BASIS. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 9(a), LUCIDLINK 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. WITHOUT LIMITING THE FOREGOING, LUCIDLINK MAKES NO WARRANTY OF ANY KIND THAT THE API, THE MARKS, AND ANY OTHER MATERIALS, DATA OR SERVICES PROVIDED TO THE OTHER HEREUNDER, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. LUCIDLINK HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION, OR RECOVERY OF CUSTOMER DATA. LUCIDLINK MAKES NO GUARANTEES REGARDING THE RELIABILITY OR ACCURACY OF ANY OF THE INFORMATION ON OR MADE AVAILABLE THROUGH THE API BY A THIRD PARTY.

10. Indemnification.

a. Indemnification by Company. Subject to Section 10(c), Company shall defend, hold harmless, and indemnify Customer and its officers, directors, members, agents, employees, successors, and permitted assigns from and against any and all losses, liabilities, fines, penalties, damages, costs, and expenses, including reasonable outside attorneys’ fees (“Losses”) incurred by such parties in connection with any third-party claim, action, or proceeding (“**Claim**”) solely arising from an allegation that the API and/or the Company Marks, when used by Customer strictly in accordance with this Agreement and without modification or combination with any unauthorized third-party components, infringe, violate, or misappropriate the United States intellectual property rights of any third party.

b. Indemnification by Customer. Customer shall defend, hold harmless, and indemnify Company and its officers, directors, members, agents, employees, successors, and permitted assigns from and against any and all Losses incurred by such parties in connection with any Claim arising from: (i) Customer’s negligence or willful misconduct; (ii) Customer’s breach of this Agreement or violation of law; (iii) the Customer Marks, Customer Applications or Customer Personal Information, including without limitation any allegation that any of the foregoing infringe, violate, or misappropriate the intellectual property rights of any third party or violate any data protection laws; and/or (iv) except to the extent covered by Company’s indemnification obligations, Customer’s use of the API.

c. Exclusions; Infringement Remedies. Company shall not be obligated to indemnify, defend, or hold harmless the indemnified party pursuant to Section 10(a) to the extent

any such third-party Claim arises from: (i) Customer's modification or misuse of the API; (ii) alteration of the API by Customer without Company's prior, written consent; (iii) Customer's use of the API in combination with apparatus, hardware, software, or services not authorized by Company; (iv) any use by Customer of the API that violates this Agreement or any applicable law or regulation of any governmental authority or self-regulatory agency or authority; (v) any Customer Applications or Customer Personal Information or (vi) any use by Customer of the API in a manner for which they were not designed. In the event that Company reasonably determines that the API is likely to be the subject of a claim of infringement or misappropriation of third-party rights, Company shall have the right (but not the obligation), at its own expense and option, to: (x) modify or replace the API to make it non-infringing with the same or similar functionality; (y) procure any rights from the third party necessary to provide the API; or (z) terminate providing the API. THIS SECTION 10 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, AND COMPANY'S SOLE AND EXCLUSIVE LIABILITY, REGARDING THE API'S VIOLATION, INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY.

d. Indemnity Procedures. Each Party shall promptly notify the other Party in writing of any Action for which such Party believes it is entitled to be indemnified pursuant to Section 10(a) or Section 10(b), as the case may be. The Party seeking indemnification (the "**Indemnatee**") shall cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's sole cost and expense. The Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnatee to handle and defend the same, at the Indemnitor's sole cost and expense. The Indemnatee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any Action on any terms or in any manner that adversely affects the rights of any Indemnatee without the Indemnatee's prior written consent, which shall not be unreasonably withheld or delayed. If the Indemnitor fails or refuses to assume control of the defense of such Action, the Indemnatee shall have the right, but no obligation, to defend against such Action, including settling such Action after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnatee may deem appropriate. The Indemnatee's failure to perform any obligations under this Section 10(d) will not relieve the Indemnitor of its obligations under this Section 10, except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure.

11. Limitation of Liability. IN NO EVENT WILL COMPANY BE LIABLE TO CUSTOMER OR ANY OTHER PARTY CLAIMING RIGHTS THROUGH CUSTOMER FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER COMPANY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. IN NO EVENT WILL THE

AGGREGATE LIABILITY OF THE COMPANY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS PAYABLE TO COMPANY UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM, OR, IF NO AMOUNTS HAVE BEEN PAID TO COMPANY HEREUNDER, ONE THOUSAND DOLLARS (\$1,000). THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

12. Miscellaneous.

a. Further Assurances. On a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

b. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

c. Notices. Notices to Customer shall be directed to the email address provided by Customer at the time of acceptance of this Agreement (or as subsequently updated in Customer's account settings), and such mailing address as Customer may designate in writing. Notices sent in accordance with this Section 12(c) will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, with confirmation of transmission, if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

d. Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

e. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and any and all prior agreements, understandings or representations with respect to the subject matter hereof.

f. Assignment. Customer shall not assign or otherwise transfer any this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without LucidLink's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed. For purposes of the preceding sentence, and without limiting its generality, any change of control, merger, sales of assets, consolidation, or reorganization (a "**COC Event**") involving Customer where Customer is not the surviving entity will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which LucidLink's prior written consent is required. No assignment, delegation, or transfer will relieve Customer of any of

its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 12(f) is void. LucidLink may freely assign and transfer this Agreement in connection with a COC Event. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

g. Force Majeure.

(a) No Breach or Default. In no event will either Party be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, (except for any obligations to make payments), when and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control (a "**Force Majeure Event**"), including (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order, Law, or actions; (v) embargoes or blockades in effect on or after the date of this Agreement; (vi) national or regional emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; and (viii) shortage of adequate power or transportation facilities.

(b) Affected Party Obligations. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

h. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

i. Amendment and Modification; Waiver. Company may modify this Agreement at any time by posting the updated terms to its website or platform. Company will provide Customer with at least thirty (30) days' prior notice (which may be by email) of any such modification. Customer's continued use of the API after the expiration of such notice period constitutes acceptance of the amended terms. If Customer does not agree to the modification, Customer's sole remedy is to terminate this Agreement in accordance with Section 6. No amendment to or modification of this Agreement outside of the foregoing shall be effective unless in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

j. Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is

invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

k. Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal Laws of the State of California without giving effect to any choice or 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 California. All disputes arising under this Agreement including the determination of the scope or applicability of this Agreement to arbitrate, shall be determined by arbitration in San Francisco, California before one (1) arbitrator. The arbitration shall be administered by JAMS pursuant to its Streamlined Arbitration Rules and Procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude Parties from seeking provisional or equitable remedies from a court of appropriate jurisdiction.

l. Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 7 or, in the case of Customer, Customer's breach of Sections 2 and 3, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at Law, in equity, or otherwise.

m. Attorneys' Fees. In the event that any Action is instituted or commenced by Company against Customer arising out of or related to this Agreement, Company, if it prevails, is entitled to recover its reasonable attorneys' fees and court costs from the Customer.

n. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

BY CHECKING THE BOX BELOW AND CLICKING "I AGREE," CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. CUSTOMER REPRESENTS AND WARRANTS THAT THE INDIVIDUAL ACCEPTING THESE TERMS HAS THE LEGAL AUTHORITY TO BIND CUSTOMER TO THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO THESE TERMS, DO NOT CHECK THE BOX OR PROCEED.