

WIDEORBIT DATA API

AUTHORIZED THIRD PARTY TERMS AND CONDITIONS

THESE TERMS AND CONDITIONS (THE "TERMS") GOVERN AN AUTHORIZED THIRD PARTY'S USE OF THE WIDEORBIT DATA API (DEFINED BELOW). THESE TERMS ARE INCORPORATED BY REFERENCE INTO THE WIDEORBIT DATA API THIRD PARTY AUTHORIZATION FORM (THE "AUTHORIZATION FORM"), WHICH TOGETHER WITH THESE TERMS CONSTITUTE ONE AGREEMENT (THE "AGREEMENT") BY AND AMONG THE AUTHORIZED THIRD PARTY ("ATP") AS IDENTIFIED IN THE AUTHORIZATION FORM, THE LICENSEE AND WIDEORBIT INC.

ATP ACCEPTS AND AGREES TO THESE TERMS BY EXECUTING THE AUTHORIZED THIRD-PARTY AUTHORIZATION FORM THAT REFERENCES THESE TERMS. IF ATP IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, ATP REPRESENTS THAT IT HAS THE AUTHORITY TO BIND SUCH COMPANY OR ENTITY TO THIS AGREEMENT, IN WHICH CASE THE TERM "ATP" SHALL ALSO REFER TO SUCH COMPANY OR ENTITY. CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN SHALL HAVE THE MEANINGS ASCRIBED TO THEM IN THE AUTHORIZATION FORM.

1. Definitions:

- a. "Confidential Information" means any information of a confidential or proprietary nature disclosed to ATP by WideOrbit and/or by Licensee, including without limitation, information related to business plans or opportunities, business strategies, training materials, finances, customers and third party proprietary or confidential information. Confidential Information of WideOrbit includes the WideOrbit Data API, the Data Service, and the Data Feeds as well as any written or digital summary or creation incorporating, describing or otherwise encompassing or derived from such Confidential Information. Confidential Information shall not, however, include any information which (i) was publicly known and made generally available to the public prior to the time of disclosure; (ii) becomes publicly known and made generally available to the public after disclosure through no action or inaction of ATP; (iii) learned by ATP through legitimate means from sources not subject to confidentiality restrictions other than from WideOrbit, Licensee, or their representatives; or (iv) information that is in the possession of ATP, without confidentiality restrictions, at the time of disclosure as shown by ATP's files and records immediately prior to the time of disclosure.
- b. "Data Feeds" means information to be made available to ATP on behalf of Licensee via the WideOrbit Data API and/or the Data Service, which may include one or more categories of Licensee Data.
- c. "Data Service" means the proprietary service hosted and operated by WideOrbit that may make available certain Data Feeds to ATP on behalf of Licensee.
- d. "Licensee" means a WideOrbit customer of *WO Network* in good standing that has expressly designated in writing to WideOrbit that ATP is an authorized third party and entitled to certain Data Feeds via the WideOrbit Data API.
- e. "Licensee Data" means the data that Licensee inputs into *WO Network*, which may be included in the Data Feeds to be made available to ATP via the WideOrbit Data API.
- f. "WideOrbit Data API" or the "API" means the WideOrbit proprietary software data interfaces for *WO Network* designed to allow Licensee to:
 - i. automate the process of accessing the Data Feeds; and
 - ii. viewing and exporting Licensee Data and other information contained in *WO Network*.
- g. "WideOrbit IP" means the Data Service, the API, and the Data Feeds.

2. Warranties: ATP represents and warrants that:

- a. ATP has received permission from Licensee to access the API and to receive Licensee Data.
- b. The operation of its business and its use of the WideOrbit IP and Licensee Data, are and will be in compliance with all applicable laws and regulations.

- c. ATP will use the Licensee Data in compliance with WideOrbit's stated privacy policies (as such may be updated from time to time).
- d. ATP does not have commitments, obligations, agreements or contracts which conflict with any term or condition of this document.
- e. ATP's use and integration of the API with any of its software or products will not infringe the intellectual property rights of any third party anywhere in the world.
- f. ATP's use of the WideOrbit IP as contemplated in this Agreement will not harm any WideOrbit computer systems or corrupt the data of Licensee.
- g. ATP's use of the API and any Licensee Data received through the Data Feeds will be used to provide information and/or guidance to Licensee only, and will not be used in any other manner, including an open market or exchange.

3. Limited Access Rights and Restrictions to API:

- a. Scope. ATP's right to access the API is (i) derivative of (and no greater than) the rights granted to Licensee and (ii) limited to just the categories of Licensee Data specified by Licensee in the Authorization Form. For the avoidance of doubt, ATP's access rights are personal, limited, non-exclusive, non-transferable, non-sublicensable, revocable and only valid during the Term of this Agreement.
- b. Revocation of Access Rights. ATP's rights to access the API pursuant to Section 2(a) of this Agreement are revocable by WideOrbit at any time in the event (i) WideOrbit receives notice from Licensee to suspend or revoke ATP's access rights, or (ii) WideOrbit determines in its sole and absolute discretion that ATP has breached or violated any term or provision of this Agreement.
- c. API Use Restrictions. As a condition to the right to access the API on behalf of Licensee, ATP will not: (1) use the API for any other purpose other than as specified by Licensee pursuant to its rights to the API with WideOrbit; (2) share or disclose ATP's unique credentials for authenticating access or use of the API; (3) make copies of the API, except to the extent necessary to install the API to exercise the rights granted hereunder; (4) modify, correct, adapt, translate, enhance, or otherwise create derivative works or improvements of the API; (5) reverse engineer, decode, decompile, disassemble or adapt the API, or otherwise attempt to derive or gain access to any proprietary source code or systems of WideOrbit; (6) sell, transmit, publish, disseminate, duplicate, display, disclose, offer or otherwise provide, in any form whatsoever, the API to any third party; (7) access or use the API (or any information derived from the API) in any manner whatsoever that could, in the sole and absolute discretion of WideOrbit, be deemed to be competitive with the current business of WideOrbit; (8) rent, lease, lend, sell, sublicense, distribute, publish, transfer, assign, or otherwise make available as a service or service bureau the API to any third party, other than as expressly permitted by this Agreement to make available the Licensee Data to Licensee only; (9) access or use the API for purposes of gathering competitive intelligence about or regarding WideOrbit or WideOrbit's present or anticipated business and business plans; or (10) access or use the API in violation of applicable laws or other obligations to which ATP is bound.
- d. Licensee Data Use Restrictions. As a further condition of the foregoing rights, ATP will not: (1) sell, transmit, publish, disseminate, duplicate, display, disclose, offer or otherwise provide, in any form whatsoever, the Licensee Data to any third party, other than as authorized by Licensee; (2) access or use the API to collect any data other than the Licensee Data as authorized by Licensee; (3) access or use the Licensee Data for any other purpose than as specified herein; (4) access or use the Licensee Data for purposes of gathering competitive intelligence about or regarding WideOrbit or WideOrbit's present or anticipated business and business plans; (5) access or use the Licensee Data in violation of applicable laws or other obligations to which ATP is bound; (6) access or use the Licensee Data (or any information derived from the API) in any manner whatsoever that could, in the sole and absolute discretion of WideOrbit, be deemed to be competitive with the current business of WideOrbit; (7) rent, lease, lend, sell, sublicense, distribute, publish, transfer, assign, or otherwise make available as a service or service bureau the Licensee Data to any third party, other than as expressly permitted by this Agreement to make available the Licensee Data to Licensee only.
- e. WideOrbit Data API Call Limits. Usage of the API is subject to limits and WideOrbit reserves the right to limit or deny ATP requests based on instructions from Licensee, in which case the API will return a "403 error" in response

to an ATP request. WideOrbit further reserves the right, in its sole discretion, to charge a premium for increased access and/or frequency of access to the API.

- f. Fees. WideOrbit reserves the right to charge ATP for access rights to the API at any time. If WideOrbit elects to begin charging access fees to ATP, WideOrbit shall provide ATP with written notice of the fees and payment terms. ATP's continued use of the API following such notice period will be deemed to be acceptance of the fees and payment terms.

4. Ownership:

- a. WideOrbit IP. ATP acknowledges that WideOrbit and WideOrbit's licensors own all rights, title and interest in and to the WideOrbit IP, including any and all related copyright, patent, trade secrets, moral rights and other intellectual property rights therein and thereto. Accordingly, except for the express rights provided herein, ATP has no right, title, or interest in the WideOrbit IP. ATP agrees that it is not licensed to create any derivative works, improvements or modifications to the WideOrbit IP, and WideOrbit will own all rights, title and interest in and to the same, whether made by WideOrbit or by ATP. ATP also acknowledges that WideOrbit may continue to make improvements, changes to and enhance the WideOrbit IP and that those changes and enhancements will be owned by WideOrbit, and WideOrbit is not obligated to license such improvements, changes or enhancements to ATP.
- b. Licensee Data. ATP acknowledges that all Licensee Data accessed by ATP under this Agreement is and will remain the property of Licensee (unless such as has been transferred or licensed to WideOrbit, in which case such will remain the property of WideOrbit). Upon the termination of the underlying WideOrbit agreement with Licensee, ATP's access to and use of such Licensee Data shall remain subject to Licensee's ownership rights and any uses expressly permitted by Licensee. The Licensee Data is the confidential information of Licensee, and ATP will not use or disclose the Licensee Data, except for uses and disclosures authorized by Licensee. ATP will indemnify, defend and hold WideOrbit harmless from any and all claims, liabilities, losses and damages arising out of ATP's breach of the terms of this section.

5. Confidentiality: ATP will use its best efforts to maintain the confidentiality of, and will not disclose or use any Confidential Information of WideOrbit or Licensee, without WideOrbit's prior express written consent. ATP agrees that it:

- a. will limit access to the Confidential Information only to those of its employees, consultants and agents who require access to the Confidential Information to perform under this Agreement; and
- b. will ensure that those persons are bound by confidentiality obligations no less restrictive than those set out in this Agreement.

ATP agrees that a breach of its confidentiality obligations under this Agreement will cause immediate and irreparable monetary damage to WideOrbit and that WideOrbit will be entitled to injunctive relief in addition to all other remedies.

6. Indemnification: ATP agrees to defend, indemnify and hold WideOrbit, and its respective officers, directors, and employees, harmless against any and all claims, losses, liabilities, awards and costs (including legal fees and expenses) arising out of or related to: (a) ATP's breach of its representations or warranties made in this Agreement; (b) ATP's use of the Licensee Data; (c) ATP's violation of WideOrbit's intellectual property rights; (d) ATP's violation of any applicable law, rule or regulation; and (e) any failure on ATP's part to maintain the security of any security devices or procedures used in or in association with its access to or transmission of the WideOrbit IP.

7. Warranty Disclaimer: ALL ASPECTS OF THE WIDEORBIT IP AND WIDEORBIT'S PROVISION OF THE LICENSEE DATA ARE PROVIDED "AS IS". WIDEORBIT EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE WIDEORBIT IP AND THE LICENSEE DATA, INCLUDING WITHOUT LIMITATION ANY WARRANTIES AS TO NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WIDEORBIT DOES NOT WARRANT THAT THE WIDEORBIT IP OR THE LICENSEE DATA WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. ATP ACKNOWLEDGES AND AGREES THAT ATP IS SOLELY AND EXCLUSIVELY RESPONSIBLE FOR THE CONTROL, OPERATION AND SECURITY OF THE LICENSEE DATA, INCLUDING ITS ACCESS, TRANSMISSION OR USE OF THE SAME. WIDEORBIT WILL NOT BE RESPONSIBLE FOR ANY COMMUNICATION FAILURES, DISRUPTIONS, ERRORS, DISTORTIONS OR DELAYS ATP MAY EXPERIENCE WHEN ACCESSING THE WIDEORBIT IP OR THE LICENSEE DATA.

8. Limitation of Liability:

- a. Limitation of Liability. THE USE OF THE WIDEORBIT IP AND THE LICENSEE DATA IS AT ATP'S OWN RISK, AND ATP ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS IT MAY SUFFER AS A RESULT OF USING OR ACCESSING THE WIDEORBIT IP AND THE LICENSEE DATA. UNDER NO CIRCUMSTANCES SHALL WIDEORBIT OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS, SUPPLIERS OR DISTRIBUTORS BE LIABLE UNDER THIS AGREEMENT TO ATP OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY) ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER OR NOT THE PARTIES KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT THE REMEDIES PROVIDED FOR HEREIN FAIL OF THEIR ESSENTIAL PURPOSE, OR WHETHER FORESEEABLE OR NOT, ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF THIS AGREEMENT.
- b. Cumulative Liability. WIDEORBIT'S TOTAL CUMULATIVE LIABILITY TO ATP FOR ANY LOSS, COSTS, CLAIM OR DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED \$1,000. THIS LIMITATION ON LIABILITY WAS AND IS AN EXPRESS PART OF THE BARGAIN BETWEEN WIDEORBIT, LICENSEE AND ATP.

9. **Term and Termination:** This Agreement shall commence on the Effective Date and continue for a period coterminous with the term of the Underlying Agreement, unless earlier terminated. Either party may immediately terminate this Agreement for any reason or no reason upon written notice to the other party. This Agreement will automatically terminate if the Underlying Agreement expires or is terminated. Upon termination of this Agreement:

- a. all of ATP's licenses and rights to the WideOrbit IP shall be terminated;
- b. ATP will forthwith destroy or return to WideOrbit all WideOrbit IP and, in the event of destruction, ATP will provide WideOrbit with documentation certifying such destruction; and
- c. ATP will have no further right to access the Data Feeds through the API.

Sections 1, and 4 through 11 of these Terms will survive the expiration or earlier termination of this Agreement.

10. **Public Statement:** ATP shall not issue any press release nor make any public statement regarding this Agreement (including the terms and existence thereof) or the relationship of the parties without WideOrbit's express prior written approval, which may be withheld in WideOrbit's sole discretion. ATP shall not use the trademarks, service marks, or trade names of WideOrbit's without WideOrbit's express prior written approval.

11. General Provisions:

- a. Assignment. ATP may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of WideOrbit. WideOrbit may assign this Agreement in its entirety, without consent of ATP, to its successor in interest in connection with a merger, reorganization, or sale of all or substantially all assets or equity, or transfer to a WideOrbit affiliate. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any attempted assignment in breach of this Section shall be void.
- b. Governing Law; Jurisdiction. This Agreement shall be governed exclusively by the internal laws of the State of California, without regard to its conflicts of laws rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. ATP consents to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California, for resolution of any disputes arising out of this Agreement.
- c. Miscellaneous. ATP agrees not to export or re-export, directly or indirectly, any WideOrbit IP to any countries outside the United States except as permitted under the U.S. Commerce Department's Export Administration Regulations. ATP agrees that this Agreement comprises the entire understanding between ATP and WideOrbit, and supersedes any prior written or oral agreements, representations and communications between ATP and WideOrbit with respect to the subject matter of this Agreement. If any provision or part of any provision in this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force. ATP agrees that the waiver of one breach under this Agreement by WideOrbit will not constitute the waiver of any other breach or subsequent breach. ATP agrees that ATP has no right to set-off, at law or in equity. The headings in this Agreement are intended solely for convenience and will be given no effect in the construction of this

Agreement. WideOrbit shall not incur any liability to ATP for any failure or delay in fulfilling its obligations under this Agreement for causes beyond its reasonable control, including, but not limited to, labor or industrial disturbances, acts of God, floods, lightning, utility or communication failures, earthquakes, acts of the public enemy, riots, insurrection, embargoes, blockages, actions, restrictions, regulations or orders of any government, agency or subdivision thereof.

- d. Notices. ATP agrees that notices under this Agreement will be in writing and be delivered by personal delivery, by overnight or express courier service, or by email, addressed to the attention of that party's primary contact. A notice will be deemed delivered upon personal or email delivery or one business day after delivery by overnight or express courier service.