

API and Platform License Agreement

This API and Platform License Agreement (“API and Platform Agreement”) contains the terms and conditions that govern your (“you” or “Client”), right to use Onbe, Inc. and its affiliates’ (collectively, “Company”) application programming interfaces and related information and documentation as it currently exists (collectively, the “API”) and to use and access one or more of Company’s online platforms or portals, including but not limited to ClientZone, Client Portal, Digital Portal, PromoCode Admin, OMSI, MyPaymentVault, and Onbe Enterprise Portal (together with the services available therein, the “Platform”). This API and Platform Agreement is incorporated into and made a part of your negotiated master agreement with Company (“Agreement”).

1. License. Subject to your continued compliance with the terms of this API and Platform Agreement, Company grants Client a personal, non-exclusive, revocable, non-transferable and non-sublicensable license to use (i) the API, (ii) Company’s Platform and (iii) all information, data, text, software, music, sound, photographs, graphics, video, messages, or other material or content displayed, used, or otherwise incorporated into the Platform (“Content”) for its intended purpose. Client shall be responsible, at its sole cost, for procuring all connectivity, equipment and software needed to access the API or Platform, and for maintaining commercially reasonable administrative and technical measures designed to protect against any unauthorized access to or use of the API or Platform. Client will not use the API or Platform to provide any sort of customer service or support directly to payment recipients unless specifically so authorized by Company.

2. Content. Client owns all Content submitted to the API or Platform by Client (“Client Content”). By submitting Client Content, Client (a) represents and warrants that it has all right, title, and interest to do so and (b) grants Company a non-exclusive, worldwide, transferable and sublicensable license to use, reproduce, display, perform, modify, transmit, distribute and create derivative works of Client Content in connection with Company’s provision of services to Client. Company has the right, but no obligation, to monitor or screen Client Content and remove any Client Content in its sole discretion. All Content other than Client Content is owned by Company or its third party licensors and vendors and is protected by applicable copyright, trademark, and/or other intellectual property laws. Nothing contained in this API and Platform Agreement or on the API or Platform should be construed as granting any license or right to use any of the Content without Company’s written permission other than as set forth herein. Any use of the any name, logo, and registered and common law trademark and service mark (collectively, “Marks”) included in the Content will inure to Company’s (or its applicable licensor’s) benefit.

3. Modifications to the API or Platform; API Limitations. Company may limit, update, modify, or cease support of current or prior versions or releases of the API or the Platform at any time, in its sole discretion, without liability. Company will provide you with reasonable prior written notice by email of any material modifications. If you establish that a modification by Company causes a material adverse impact on your use of the API or Platform and is not reasonably acceptable to you for legitimate business reasons, you may terminate your access to the API or Platform by providing Company written notice within 30 days of such modification. Company may, in its sole discretion from time to time and with or without notice, limit or throttle Client interactions with the API or Platform or our systems or set limits on your use of the API (e.g. rate limiting of requests). Client agrees to, and will not attempt to circumvent, such limitations.

4. Accounts; End Users. Client’s personnel that access the API or Platform are referred to herein as “End Users”. Client shall be responsible for the acts and omissions of End Users hereunder. End Users may be required to create a user account to access the API or Platform. Client is responsible for ensuring its End Users provide complete and accurate information, and for any liability or damages arising from fraudulent or inaccurate information. Accounts and login credentials may not be shared between End Users or transferred from one End User to another. Client is responsible for (a) maintaining the security of its accounts and login credentials, (b) any actions taken using its or its End Users’ account credentials, (c) notifying Company of each End User (or any change thereto), (d) educating each End User about the initiation, implementation and maintenance of a Program using materials, procedures and information provided by or approved in advance in writing by Company, and (e) notifying Company immediately upon termination of an End User’s employment or termination of such person’s duties as an End User of the API or Platform. Company shall not be liable for any claims arising from the fraudulent or unauthorized use of the API or Platform by End Users. Company may terminate or suspend any End User account at any time without liability. Termination of an End User account will not relieve either party from any obligations incurred or arising prior to such termination.

5. Guidelines. With respect to the API, Platform and any Content, Client will not, and will ensure its End Users do not (a) reproduce, modify, distribute, license, sell, create derivative works based upon, or in any way commercially exploit the API, Platform or Content; (b) use manual or automated means to trawl, mine, scrape, frame, or mirror; (c) disassemble, decompile or reverse engineer, or otherwise attempt to discern the source code or interface protocols of the API or the Platform; (d) attempt to hack, defeat, or overcome any encryption technology or security measures, or gain any unauthorized access; (e) interfere with or disrupt operations; (f) promote illegal activity or violate applicable law; (g) post or transmit any Content that is discriminatory, defamatory, abusive, harassing, threatening, pornographic or otherwise inappropriate or infringes any intellectual property or privacy or other rights of any person; (h) send unsolicited advertisements; (i) impersonate any person or misrepresent its identity or affiliation; (j) use the API or Platform in a way that is not for its intended purposes, that is in violation of any applicable law or regulation or that will adversely affect Company; (k) provide any information that it does not have the right to provide; (l) assign, share, pledge, resell, distribute, or sublicense the API or Platform; (m) share identification or password codes with persons other than End Users, or permit Client’s account to be accessed by individuals who are not End Users; (n) introduce into the API or Platform any software, virus, worm, “back door,” Trojan Horse, or similar malicious, harmful or disabling code; (o) remove or

modify any proprietary marking or restrictive legends placed on the API or Platform, including without limitation any Marks or (p) otherwise violate any of Company's published rules, policies, or guidelines. Company will not be responsible for any loss or damage resulting from use of the API, Platform, Content or conduct of any third parties. Company shall be permitted to monitor Client's usage of the API and Platform to verify compliance with the terms of this API and Platform Agreement, and Client shall permit Company, upon request, to conduct an audit to verify the same, and shall reasonably cooperate with Company with respect to any such audit. Notwithstanding anything to the contrary herein, Company may, in its sole discretion, immediately revoke the grant of rights contemplated in Section 1 if Client breaches or threatens to breach the guidelines in this Section or creates other security or legal concerns. Client hereby agrees that Company will be entitled, in addition to any other remedies available to it at law or in equity, to injunctive relief to prevent the breach or threatened breach of Client's obligations under this Section, without any requirement to demonstrate irreparable harm or post a bond.

6. Feedback. If Client provides feedback, suggestions, improvements, or requests for additional functionality related to the API or Platform (collectively, "Feedback"), Client grants Company a perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, display, perform, modify, transmit, distribute, and create derivative works of such Feedback in any way Company deems reasonable, without any attribution or accounting. This paragraph will survive any termination or expiration of this API and Platform Agreement of Client's accounts on the API or Platform.

7. Representations and Warranties; Disclaimer.

- a. Mutual Representations and Warranties. Each party represents and warrants to each other that: (i) it has the necessary corporate power and authority to enter into this API and Platform Agreement and to perform its obligations hereunder; (ii) it will comply with all applicable laws, statutes, ordinances, and regulations in connection with this API and Platform Agreement; and (iii) it has all necessary rights, consents and permissions to transfer any data to the other party via the API and Platform 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 or Platform in accordance with the terms of applicable data protection laws and contractual requirements.
- b. Client Representations and Warranties. Client 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 and Platform; (ii) it will not do anything that will make the API or Platform 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 or Platform; (iv) in the event of any security breach or unauthorized access to the API or Platform, Client 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 (with all consumer notifications to be undertaken by Company), all at Client's cost; (v) Client will comply with all applicable laws and not violate or infringe upon any third party intellectual property, privacy or publicity rights and (vi) it is not named on any U.S. government denied-party list, and Client shall not permit End Users to access or use the API or Platform in a U.S. sanctioned country (currently Cuba, Iran, North Korea, Syria, or Crimea) as well as Belarus, Russia and Ukraine or in violation of any U.S. export law or regulation.
- c. DISCLAIMERS; NO OTHER WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8(a), EACH PARTY HEREBY ACKNOWLEDGES AND AGREES THAT THE API, THE PLATFORM, 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 THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT THERETO AND SHALL HAVE NO LIABILITY TO THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO SAME. EACH PARTY SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND.

8. Indemnification.

- a. Indemnification by Company. Subject to Section 9(c), Company shall defend, hold harmless, and indemnify Client 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") arising from an allegation that the API, Platform or the Company Marks, as used by Client in accordance with this Agreement, infringe, violate, or misappropriate the United States intellectual property rights of any third party.

