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**1. API and Content Description.** Licensee desires to license certain of Customer Connect LLC's ("Company") application "apiOmni" programming interfaces and their associated tools and documentation, ("APIs"), that are designed to permit Licensee to receive data and content ("Content") from Company's proprietary database so that Licensee can create an application or service or enhance an existing application or service (Licensee's "Application").

**2. API and Content License.** Subject to the terms and conditions of this Agreement, Company grants Licensee a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable license under Company's intellectual property rights during the term of this Agreement (a) to use the APIs to develop, test, and support the Application; (b) to distribute or allow access to Licensee's integration of the APIs within the Application to end users of the Application; and (c) to display the Content received from the APIs within the Application. Licensee has no right to distribute or allow access to the stand-alone APIs. If Licensee elects to become a Reseller, the foregoing is revised to allow for resale and redistribution subject to the Reseller Addendum.

**3. Developer Documentation.** Licensee's use of the APIs and display of the Content must comply with the technical documentation, these terms of use, usage guidelines, and other documentation ("Developer Documentation") maintained at Company's developer site located at [apiomni.com](http://apiomni.com)

**4. Restrictions.** Except as expressly and unambiguously authorized under this Agreement or by Company in writing, Licensee shall not (i) Disclose or provide the APIs to any person or entity other than to Licensee's employees or independent contractors who are individuals, provided (a) such independent contractors are operating under a written confidentiality obligation with Licensee at least as protective of Company's rights as this Agreement, and (b) Licensee hereby agree to be responsible for, and liable to Company for, any breaches of such agreements by Licensee's independent contractors or clients, (ii) use the APIs for any illegal, unauthorized or otherwise improper purposes, or in any manner which would violate this Agreement or the Developer Documentation, or breach any laws or regulations, or violate the rights of third parties; (iii) remove any legal, copyright, trademark or other proprietary rights notices contained in or on materials Licensee receive or access pursuant to this Agreement, including but not limited to, the APIs, the Developer Documentation, and the Content; (iv) charge, directly or indirectly, any incremental fees (including any unique, specific, or premium charges) for access to the Content or Licensee's integration of the APIs in the Application; (v) advertise the product or services of Company's competitors in the Application; (vi) sell, lease, share, transfer, sublicense or fail to protect the confidentiality of any Content obtained through the APIs, directly or indirectly, to any third party, including any data broker, ad network, ad exchange, or other advertising monetization-related

party; (vii) use the APIs in a manner that, as determined by Company in its sole discretion, exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the Developer Documentation; (viii) use the APIs in an Application that competes with products or services offered by Company; (ix) use the APIs in conjunction with, or combine content from the APIs with, Company content obtained through scraping or any other means outside the official Company APIs; (x) interfere with or disrupt Company services or servers or networks connected to Company services, or disobey any requirements, procedures, policies or regulations of networks connected to Company services, or transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature through your use of the APIs; or (xi) copy adapt, reformat, reverse-engineer, disassemble, decompile, download, translate or otherwise modify the APIs, Content, Company's website other content or services, or any of our other services, through automated or other means. This Agreement does not include any right for Licensee to use any trademark, service mark, trade name or any other mark of Company or any other party or licensor. No rights or licenses are granted except as expressly and unambiguously set forth herein. If Licensee violates any of the foregoing restrictions, in addition to seeking all compensable damages, Company shall own all right, title and interest relating to any and all inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, using the API. Licensee hereby agrees to execute all necessary documents to accomplish the foregoing ownership. The foregoing restrictions shall be revised and/or supplemented to allow for Resale and Branding as outlined in the Reseller Addendum if Licensee elects to become a Reseller pursuant to the Reseller Addendum terms.

**5. Proprietary Rights.** As between the parties, Company retains and owns all rights, title, and interest in and to the APIs and to all output and executables of the APIs, and, subject to the foregoing, Licensee owns all rights, title, and interest in and to the Application. Except to the limited extent expressly provided in this Agreement, both party grants and the other party shall not acquire, any right, title or interest (including, without limitation, any implied license) in or to any property of the first party. All rights not expressly granted herein are deemed withheld.

**6. User Agreements.** You shall enter into a valid and binding end user license agreement ("EULA" with all Clients of your Application that contain provisions that contain all of the restrictions on the use of the Content as those contained in this Agreement. Additionally such EULA shall contain limitations of liability and warranty disclaimers with respect to the Content consistent with the limitations contained herein.

**7. Fees.** Licensee shall pay the fees set forth in the service and/or order form. All fees shall be non-refundable, and payable in US dollars on the date they come due. Fees will be payable in the manner specified by Company. If based on Company invoices, such fees shall be payable within fifteen (15) days from the date on the applicable invoice. Licensee shall also pay all sales, use, value-added and other taxes, tariffs and duties of any type assessed against Company except for taxes on Company's income. Company may disable API or Platform access in the event of a failure to pay. The parties may establish alternative fee arrangements by mutual agreement in writing.

**8. Support.** Licensee agrees to report to Company any errors or difficulties discovered and the characteristic conditions and symptoms of such errors and difficulties. Company is in no way

obligated to provide Licensee with any error correction or support, but may provide whatever error correction and/or support services Company may determine in its sole discretion (and anything it provides in connection therewith will be deemed part of the API). If Licensee is a Reseller, then the support may be limited to the obligations found in the Reseller Addendum.

**9. Interoperability.** Licensee shall endeavor to inform Company with respect to the interoperability and compatibility of Licensee's products with Company's management systems as contemplated herein, and any issues or problems with respect thereto; Licensee will use its best efforts to achieve full interoperability and compatibility.

**10. Confidentiality.** The API (including, without limitation, all improvement, derivatives, modifications and the like) constitutes Company's confidential information ("Confidential Information"). Licensee hereby agrees (i) to hold the Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Licensee employs with respect to its own confidential materials), (ii) not to divulge any Confidential Information to any third person (except consultants, subject to the conditions stated below), (iii) not to use any Confidential Information except for the purposes set forth in this Agreement, and (iv) not to copy or reverse engineer any Confidential Information. Any employee or consultant given access to the Confidential Information must have a legitimate "need to know" and shall be similarly bound in writing. Licensee acknowledges and agrees that due to the unique nature of the Company's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder and therefore, that upon any such breach or any threat thereof, Company shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law. Licensee's clients may be granted access to such Confidential Information only if they are bound by a written confidentiality obligation at least as restrictive as the obligations found here.

**11. Indemnity.** Licensee agrees to indemnify, defend, and hold harmless Company, its owners, directors, assigns, and affiliates against any and all claims, losses, liabilities, costs and expenses, including reasonable attorneys' fees (collectively, "Claims") which Licensor may incur as a result of any third party (including any client or customer of Licensee) actions (court, arbitration, or otherwise) arising from or relating to Licensee's or its client's use of the Company API, in excess of the rights granted hereunder.

**12. WARRANTY DISCLAIMER.** THE PARTIES ACKNOWLEDGE THAT THE API, Content and any services are provided "AS IS." COMPANY AND ITS LICENSORS DISCLAIM ALL WARRANTIES RELATING TO THE API OR ANY SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR THAT SUCH API OR SERVICES WILL BE ERROR-FREE.

**13. LIMITATION OF LIABILITY. COMPANY ITS OWNERS, DIRECTORS, ASSIGNS, AND AFFILIATES AND ITS LICENSORS SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR THE TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR LOSS OR**

**INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (B) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS OR (C) FOR ANY AMOUNT IN THE AGGREGATE OF THE AMOUNT PAID OR PAYABLE BY LICENSEE UNDER SECTION 7 (PROVIDED THAT, IF NO AMOUNTS HAVE BEEN PAID, SUCH CAP SHALL BE FIVE HUNDRED DOLLARS (US\$500.00)). COMPANY AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.**

**14. Termination.** This Agreement shall continue until terminated as set forth in this section or for the term set forth in the applicable services or order form entered into by the parties. Either party may terminate this Agreement at any time upon written notice to the other. Any termination of this Agreement shall also terminate the licenses granted hereunder. Upon termination of this Agreement for any reason, Licensee shall destroy and remove from all computers, hard drives, networks, and other storage media all copies of Company's Confidential Information, and shall so certify to Company that such actions have occurred. Sections 4, 5 and 10 through 17 and if applicable the terms of the Reseller Addendum (and any accrued rights to payment) shall survive termination of this Agreement.

**15. Government Use.** If Licensee is part of an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the API are restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The API is a "commercial item," "commercial computer software" and "commercial computer software documentation." In accordance with such provisions, any use of the API by the Government shall be governed solely by the terms of this Agreement.

**16. Compliance with Laws.** Licensee shall comply with all applicable laws and regulations including data privacy and export laws, restrictions, and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and Licensee shall not export, or allow the export or re-export of the APIs in violation of any such restrictions, laws or regulations. By downloading or using the APIs, Licensee agrees to the foregoing and represents and warrants that Licensee is not located in, under the control of, or a national or resident of any restricted country.

**17. General.** This Agreement shall be governed by and construed under the laws of the State of Texas without giving effect to the principles of conflicts of law and without application of the UN Convention on Contracts for the International Sale of Goods. All disputes arising in connection with this Agreement shall be subject to the sole and exclusive jurisdiction and venue of the state and Federal courts located in Dallas County, Texas. The prevailing party in any action arising out of this Agreement shall be entitled to an award of its costs and attorneys' fees. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of any right under this Agreement and all waivers must be in writing. In the event that any term of this Agreement is held by a court to be unenforceable, such provision shall be limited or eliminated to the minimum extent

necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Licensee may not assign or transfer this Agreement (or any part hereof) without the prior written consent of Company. Company shall have the right to freely assign or otherwise transfer this Agreement (in whole or part). All notices required or permitted under this Agreement will be in writing and will be sent (i) if to Company: [info@apiomni.com](mailto:info@apiomni.com) and if Licensee: such email address as Licensee provides to Company on registering for the API(or, in either case, such other address as a party may designate in writing). This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties with respect thereto. This Agreement may only be modified by a written document executed by the parties hereto.

If you have any questions, please contact [info@apiomni.com](mailto:info@apiomni.com).