

Venntel API Data Services End User Terms

Please read all of the rights and restrictions set forth in this End User Agreement entered into between the parties, as applicable ("AGREEMENT"). This AGREEMENT is a legally binding agreement between Venntel, Inc. ("Venntel") and "You" as the User and sets forth the terms and conditions that govern Your use and/or access to the data services offered hereunder (the "Data Services") and the data available thereunder (the "Licensed Data").

If you are entering into this AGREEMENT on behalf of a company, or other legal entity, you represent that you have the authority to bind such entity and its affiliates to the terms and conditions set forth in this AGREEMENT, in which case the terms "User" or "You", shall refer to such entity and its affiliates. BY ACCEPTING THIS AGREEMENT, EITHER BY CHECKING THE "I HAVE READ AND AGREE TO THE TERMS OF USE & PRIVACY POLICY" BOX AND CLICKING THE "ACTIVATE" BUTTON, OR BY ACCESSING OR USING THE DATA SERVICES, YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THE TERMS HEREIN, YOU MAY NOT USE THE DATA SERVICES.

ALL USE OF THE DATA SERVICES SHALL BE SUBJECT TO THE SPECIFICATIONS, FEES, FEATURES, SCOPE, DURATION AND SUCH ADDITIONAL TERMS AND CONDITIONS, WHICH ARE SPECIFIED UNDER A CORRESPONDING QUOTE, SERVICE ORDER, AND/OR RELATED AGREEMENT (the "Commercial Agreement") WHICH YOU OR YOUR COMPANY HAVE EXECUTED, SIGNED OR OTHERWISE AUTHORIZED IN CONJUNCTION WITH THE PURCHASE OF THE RIGHT TO USE THE DATA SERVICES FROM VENNTEL. SHOULD YOU HAVE AN ISSUE WITH THIS AGREEMENT, PLEASE CONTACT YOUR COMPANY.

1. Rights Granted.

Venntel hereby grants You a limited, non-exclusive, non-transferable (except as set forth herein) right to access and use the Data Services ordered under the Commercial Agreement solely for the purposes agreed to in the Commercial Agreement. Any use of the Data Services shall be pursuant to the Commercial Agreement and except to the extent expressly permitted in the Commercial Agreement, shall be limited to (i) use of the Data Services and Licensed Data derived therefrom for analytics purposes, including, retrieval, analysis, manipulation, recompilation, and report preparation, and creation of derivative works of the Licensed Data (but not the Data Services themselves) for sale as part of your product offerings, and (ii) creation of derivative works that do not directly incorporate the raw Licensed Data that may be provided to third parties as part of your service offerings. To the extent the Data Services are licensed for a specified term under the Commercial Agreement, your license hereunder is valid solely for the applicable term of such Commercial Agreement.

2. Ownership

Venntel hereby retains all right, title and interest in and to the Data Services, the documentation and associated intellectual property rights, and does not transfer or convey, in any way, any proprietary rights or interest in and to the Data Service other than the license rights specifically set forth herein. User acknowledges that it neither owns nor acquires any intellectual property rights or license to use the Data Services in excess of the rights granted hereunder. Upon the end of the Data Services ordered, Your right to access and use the Data Services will terminate. You shall not engage in any act or omission that would impair Venntel's intellectual property rights in the Data Services and any other materials, information, processes or subject matter proprietary to Venntel.

3. Restrictions.

You may not and may not cause or permit others to:

- a. Sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Data Services to any third party, including on or in connection with the internet or any time-sharing, service bureau software as a service, cloud or other technology or service, unless such right is expressly authorized in the Commercial Agreement.
- b. Reverse engineer, decompile, disassemble, re-engineer or otherwise adapt individual content elements of the Licensed Data;
- c. remove, obscure, or alter any copyright notices, trademarks or other proprietary rights notices affixed to or contained within the Data Services;
- d. use the Data Service in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right or other right of any third party;
- e. use the Data Service for purposes of developing, using or providing a competing software product or service;
- f. use the Data Services in any manner or for any purpose that violates any applicable law, rule or regulation, including, but not limited to, applicable data privacy laws, and any applicable industry self-regulations,
- g. Use the Data Services to market or advertise any illegal or illicit products or services,
- h. use the Data Services for the purposes of making decisions about an individual's eligibility for credit granting, credit monitoring, account review, collection, health care, insurance underwriting, or employment
- i. attempt to re-identify any of the Licensed Data;
- j. share any API Keys or other access credentials with any third party or
- k. use the Data Service in any manner inconsistent with this AGREEMENT.

4. Updates.

Venntel may make changes or updates to the Data Services (such as infrastructure, security, technical configurations, application features, etc.) during the Term, including to reflect changes in technology, industry practices, patterns of system use. The Data Service specifications are subject to change at Venntel's discretion; however, Venntel's changes to the Data Service specifications will not result in a material reduction in the functionality, level of performance, security or availability of the applicable Data Services provided to You for the duration of the Term.

5. Use of the Data Services.

5.1 You shall not use or permit use of the Data Services for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Venntel under this AGREEMENT, Venntel reserves the right, but has no obligation, to take remedial action if any use of the Data Services violates the restrictions in the foregoing sentence. Venntel shall have no liability to You in the event that Venntel takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality,

reliability, appropriateness and ownership of all of Your Data. You agree to defend and indemnify Venntel against any claim arising out of a violation of Your obligations under this section.

5.2 You shall have sole responsibility for the accuracy, quality, and legality of Your data which you provide to Venntel under this Agreement.

5.3 You acknowledge and agree that any questions, comments, suggestions, ideas, feedback or other information about the Data Services (“Submissions”) provided by You to Venntel are non-confidential and hereby grants to Venntel a non-exclusive, royalty-free, , perpetual, irrevocable worldwide right and license to use and exploit such Submissions. You hereby assign to Venntel all rights, including all intellectual property rights, to Submissions and Venntel shall be entitled to the unrestricted use and dissemination of these Submissions for any purpose, commercial or otherwise, without notice, attribution or compensation to You.

6. Suspension; Term and Termination.

6.1 You acknowledge that Venntel may monitor Your use of the Data Services for purposes of verifying compliance with this AGREEMENT and compliance with applicable law. If Your use of the Data Services is not in compliance with the terms of this AGREEMENT or applicable law, then Venntel may stop providing the Data Services, and may suspend access to the Data Services upon ten (10) days prior written notice.

6.2 The Term of this AGREEMENT shall begin on the date that You begin to access and/or use the Data Services until terminated pursuant to the Commercial Agreement, or if You fail to comply with any provision of this AGREEMENT, Venntel may immediately terminate this AGREEMENT without notice.

6.3 In any event of termination of this AGREEMENT, all rights granted hereunder shall immediately expire and You no longer have rights to access or use the Data Services. You shall return all Confidential Information and Licensed Data obtained from use of the Data Services. Notwithstanding the foregoing, you may continue to use any derivative products created from the Licensed Data that were created during the Term of this AGREEMENT (this right does not permit You to continue to use the Licensed Data to produce new derivative products or services following such termination).

6.4 Those provisions that by their nature survive termination, including, but not limited to, limitation of liability, indemnification, confidentiality, and other similar provisions, shall continue to apply following termination of this AGREEMENT.

7. Confidentiality

7.1 By virtue of this AGREEMENT, each party may disclose to the other party certain information that is confidential to the disclosing party (the “Confidential Information”). each party agrees not to disclose the Confidential Information to any third party other than as set forth herein. Each party will not use the Confidential Information except (i) as necessary to perform its duties under this AGREEMENT; and (ii) in any other manner that this AGREEMENT expressly authorizes. Each party’s duties under this section will apply to (i) information which is marked to clearly identify it as Confidential Information, or, if disclosed orally, which is identified as Confidential Information both at the time of disclosure; and (ii) information which, due to its nature or the circumstances surrounding its disclosure, any reasonable person would conclude is intended to be considered confidential and proprietary for purposes of this AGREEMENT.

7.2 For the purposes of this AGREEMENT, Confidential Information shall mean data or information in any form disclosed by one party to the other party by any means, that is designated, at or before the time of disclosure, as confidential or proprietary, or reasonably understood to be confidential given the circumstances of disclosure, including, without limitation, trade secrets, customer lists, business plans, technical data, product ideas, personnel, and contract and financial information.

7.3 Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the receiving party; (b) was in the receiving party's lawful possession prior to the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the receiving party by a third party without restriction on the disclosure; or (d) is independently developed by the receiving party without use of the Confidential Information of the disclosing party.

8. Collection of Usage Data. To the extent applicable, You agree that Venntel may collect and use pseudonymized, statistical information, derived from analysis of Your interaction with the Data Services to facilitate the improvement of the Data Services or to provide services or technologies to You. You understand and acknowledge that, when You use the Data Services, Venntel may collect or measure data and information regarding Your interaction with the Data Services (the "Statistical Viewer Usage Data").

9. Security. You agree that you have appropriate administrative, technical and physical safeguards to protect the confidentiality, integrity and security of the Licensed Data in your possession, custody or control against unauthorized access or use. You will protect the passwords and username files for any of Your networks, operating systems, web server(s), routers, databases, and computer systems that store or process any Licensed Data or other Confidential Information provided by Venntel hereunder. You shall follow best practices in the use of passwords (e.g., unique, unintuitive, timed out, changed often). In the event of any security event or intrusion that affects the Data Services, You will reasonably cooperate with Venntel, as requested, and make no public statements mentioning Venntel in any way (i.e. press, blogs, bulletin boards, etc.) without prior written and express permission from Venntel in each instance.

10. Disclaimer of Warranty. THE DATA SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY WARRANTIES OF ANY KIND. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY APPLICABLE LAW.

11. Limitation of Liability.

EXCEPT FOR THE PARTIES' INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, AND FOR DAMAGES ARISING OUT OF EACH PARTY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT HEREUNDER, (A) NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR EXEMPLARY DAMAGES, INCLUDING DAMAGES FOR LOST DATA, PROFITS, OR REVENUES, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE; AND (B) THE CUMULATIVE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL NOT EXCEED THE LESSER OF (I) FIVE HUNDRED DOLLARS (U.S. \$500.00), OR (II) THE AMOUNTS PAID OR PAYABLE UNDER THE COMMERCIAL AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENTS GIVING RISE TO THE APPLICABLE CLAIM THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

Violations of this AGREEMENT may result in civil and/or criminal liability. Venntel has the right but not the obligation to investigate occurrences, which may involve such violations, and we may provide information

to and cooperate with, law enforcement authorities in prosecuting any User who is involved in such violations.

12. Indemnification
12.1 User Indemnification. You agree to indemnify, hold harmless Venntel, its affiliates, officers, agents, and employees from and against any and all claims by third parties, costs, losses, damages, liabilities, judgments and expenses (including reasonable attorneys' fees and legal costs) (a "Claim") arising out of or in connection (i) Your use of the Data Services or Licensed Data thereunder other than as expressly permitted hereunder or in accordance with the Commercial Agreement, except to the extent such Claim arises as a result of the Data Services as provided by Venntel (exclusive of any data or content not provided by Venntel or any alteration or modification of the Data Services by You or other third party without Venntel's authorization), or a breach by Venntel of its representations and warranties or other obligations hereunder with respect to the Data Services; and (ii) Your gross negligence or willful misconduct.

12.2 Venntel Indemnification. Venntel agrees to hold harmless, defend and indemnify You and of your subsidiaries, affiliates, officers, agents, licensors, and employees from and against any costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals) resulting from any Claim (i) that the Data Services (exclusive of any data or content not provided by Venntel) infringes the intellectual property rights protected in the United States, European Union, Israel, or Canada, of any third party, provided, however, that Venntel shall have no liability to You in connection with such Infringement Claim to the extent it arises as a result of any alteration or modification of the Data Services (including the Licensed Data) by You or any combination of the Data Services with Your own materials or other third party materials not provided by Venntel if such Claim would not have occurred absent such alteration, modification, or combination of the Data Services by You, and/or (ii) arising out of Venntel's gross negligence or willful misconduct under this Agreement.

13. Applicable Law. You agree to use the Data Services in compliance with all applicable laws, rules and regulations, including, all data protection and data privacy laws, as well as in accordance with all local laws, rules and regulations of the country or region in which you reside or in which you obtain or use the Data Services.

14. Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Data Services. You agree that such export laws govern Your use of the Data Services (including technical data) and any Data Services deliverables provided under this AGREEMENT, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the Data Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

13. Force Majeure. Neither party shall be responsible for failure or delay of performance if caused by: an act of war; act of God; epidemic;; government restrictions; or other event outside the reasonable control of such party and without the failure or negligence of such party, and such failure or delay could not have been prevented or circumvented by the non-performing party through the use of alternate sourcing, workaround plans, or other reasonable precautions. The non-performing party will use reasonable efforts to mitigate the effect of a force majeure event.

14. Severability. If any provision of this AGREEMENT is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the

provisions contained in this AGREEMENT shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this AGREEMENT invalid or unenforceable whatsoever.

- 15. Controlling Law and Complete Agreement.** This AGREEMENT shall be construed and interpreted under the laws of the Commonwealth of Virginia, without regard to the conflict of laws principals thereof or to the United Nations Convention for the International Sale of Goods. All disputes arising out of or relating to this AGREEMENT shall be instituted and prosecuted exclusively in Fairfax County, Commonwealth of Virginia, with Venntel specifically consenting to extraterritorial service of process for that purpose. If any provision of this AGREEMENT, or portion thereof, is found to be unenforceable, such provision shall be enforced to the maximum extent possible and the remainder of this AGREEMENT shall continue in full force and effect.
- 16. Assignment.** Neither party may assign this AGREEMENT, other than a permitted under the Commercial Agreement.
- 17. Entire Agreement.** You agree that this AGREEMENT (as may be amended by time to time) and the information which is incorporated into this AGREEMENT by written reference (including reference to information contained in a URL or referenced policy), together with the Commercial Agreement, if applicable, is the complete agreement for the Data Services and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Data Services.