

## Colossyan – API License Agreement

### 1 Introduction

This Colossyan API License Agreement ("API Agreement") governs the implementation and use of the Colossyan API to allow applications to interoperate with the Colossyan Services. By accepting this API Agreement, either by accessing or using the Colossyan API, or authorizing or permitting any individual to access or use the Colossyan API, Customer agrees to be bound by this API Agreement. Use of the Colossyan Services in conjunction with the use of the Colossyan API is subject to the agreement for the Services or terms of service, as applicable and this API Agreement.

### 2 Definitions

For purposes of this API Agreement, capitalized terms shall have the following meaning.

**Agreement** means the agreement between Customer and Colossyan for the Service or the terms of service, as applicable

**API Credential** means the security key or credential that Colossyan makes available for the Customer to access the Colossyan API.

**API Documentation** means the API documentation made available to Customer by Colossyan from time to time.

**Application** means the application developed by the Customer that utilizes or interacts with the Colossyan API

**Colossyan** means Colossyan Inc. (address: 1209 Orange Street, Wilmington, DE 19801, US)

**Colossyan API** means means the Colossyan application programming interface and any API Documentation or other API materials, including any Updates, made available to the Customer by Colossyan.

**Customer** means the entity identified in the Service Order Form or the entity or person placing an order for the Services via the Colossyan website or accessing the Services through the Colossyan website

**Product Data** means any data, reports, text, images, sound, video, code, insights, any other content made available by Colossyan via the Colossyan API or in the Documentation, other than Customer Generated Content.

**Update** means any updates, bug fixes, patches, upgrades, enhancements, modifications and new releases or versions of the Colossyan API that Colossyan generally makes available free of charge of the Colossyan API.

Capitalized terms used in this API Agreement and not defined herein, shall have the same meaning as in the Agreement.

### 3 License

3.1 **License Grant:** Subject to this API Agreement, Colossyan grants to Customer a limited, revocable, non-exclusive, royalty-free, non-transferable, and non-sublicensable license to use and make calls to the Colossyan API solely in connection with development, implementation and distribution of the Application that interoperates or integrates with the Colossyan Services, and solely in the manner described in this API Agreement and in the API Documentation.

3.2 **Support:** Unless otherwise agreed by the Parties in writing, this API Agreement does not entitle Customer to any support for the Colossyan API. Customer is solely responsible for providing all support and technical assistance the end users of its Applications.

### 4 Restrictions and limitations

- 4.1 **Use Restrictions:** Customer will not use the Colossyan API for any purposes beyond the scope of the license granted in this API Agreement. Customer will not, and shall not permit others to:
- a) copy, modify, or create derivative works of the Colossyan API, whether in whole or in part;
  - b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Colossyan API;
  - c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Colossyan API, whether in whole or in part;
  - d) remove any proprietary notices from the Colossyan API;
  - e) use the Colossyan API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;
  - f) combine or integrate the Colossyan API with any software, technology, services, or materials not authorized by Colossyan;
  - g) design or permit the Application to disable, override, or otherwise interfere with any Colossyan-implemented communications to end users, consent screens, user settings, alerts, warning, or the like;
  - h) use the Colossyan API in the Application to replicate or attempt to replace the user experience of the Colossyan Services;
  - i) use or access the Colossyan API or the Colossyan Service in order to monitor the availability, performance, or functionality of the Colossyan API, the Colossyan Service or any portion thereof or for any similar benchmarking purposes;
  - j) attempt to cloak or conceal Customer's identity or the identity of the Application when requesting authorization to use the API.
- 4.2 **API Credentials:** To access and use the Colossyan API, Customer must register an account for the Services and accept the Colossyan Terms of Service available at <https://www.colossyan.com/terms>, or enter into a written agreement with Colossyan governing access to and use of the Services. Customer must (i) keep the API Credentials and all login information to its account secure, (ii) not share the API Credentials with any third party, and (iii) not access the Colossyan API by any means other than the API Credentials generated in accordance with this clause 4.2. API Credentials are the exclusive property and Confidential Information of Colossyan and Colossyan may revoke access and use of API Credentials, if Colossyan, in its sole discretion, believes that (i) Customer is in breach of this API Agreement, the Agreement, the API Documentation, or applicable law, or (ii) the continued use of the Colossyan API by Customer creates legal risk for Colossyan or presents a threat to the security of the Services. Customer must restrict disclosure of the API Credentials, or any part thereof, to its agents, employees, or services providers, who need access to use, maintain, implement, correct or update the Application, and who are subject to the same confidentiality obligations set out in clause 10 of the Agreement. Customer will be responsible for the acts and omissions of such agents, employees, or services providers with whom it shares the API Credentials as if they were Customer's own actions.
- 4.3 **API Limits:** Colossyan may set and enforce limits on Customer's use of the Colossyan API. Customer agrees to and, and will not attempt to circumvent such limitations. Customer understands and agrees that if Customer exceeds the relevant limitation, Customer's use of the Colossyan API may be reduced so that it conforms to that limit. Customer understands and acknowledges that this may result in loss of content, features, or capacity of the Service, and Colossyan does not accept any liability for such loss.
- 4.4 **Content Differentiation:** Customer will ensure that in the Application the Services are clearly differentiated from other functionalities provided by Customer or third parties.

**4.5 Marketing:** Customer will not market or otherwise distribute any Colossyan Materials or Customer Created Content separately from the Customer Created Content that Customer's end users create through accessing the Services on the Application. Furthermore, Customer will not engage in any promotional or marketing activities that may present the Colossyan Services as the customer's own services.

## **5 Customer's responsibilities**

5.1. **Permitted Use:** Customer is responsible and liable for all uses of the API resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this API Agreement. Customer must comply with all restrictions set out in this API Agreement, the API Documentation and the Agreement, in particular the Acceptable Use Policy. If Colossyan reasonably believes, in its sole discretion that Customer has violated or attempted to violate any such restrictions, Colossyan may suspend access Customer's access to the Colossyan API without notice.

5.2. **Application:** Customer is solely responsible for the content, development, operation and maintenance of the Application. In particular, Customer is solely responsible for (i) the technical installation and operation of the Application; (b) creating and displaying information and content on, through or within the Application; (iii) ensuring that the Application does not violate any applicable law or any third party rights. Customer will comply with all applicable laws, rules, and regulations. Customer is solely responsible for posting any privacy notices and obtaining any consents from Customer's end users required under applicable laws, rules, and regulations for their use of the Application.

5.3. **IPR Protection:** Customer will use commercially reasonable efforts to safeguard the Colossyan API (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Customer will promptly notify Colossyan if Customer becomes aware of any infringement of any Intellectual Property Rights in the Colossyan API and will fully cooperate with Colossyan in any legal action to enforce Colossyan's Intellectual Property Rights.

## **6 Changes to the Colossyan API**

6.1. **Changes:** Colossyan may make Updates to the Colossyan API from time to time, and at its sole discretion. Any such Updates are subject to the terms of this API Agreement. Customer must implement and use the most current version of the Colossyan API as soon as possible, and make any necessary changes to Application in connection with such Update in a timely manner but no later than six month's from the release of the Update, at its sole cost and expense. Colossyan is not liable for any losses or claims that arise out of or in connection with Customer's use of any prior iterations of the Colossyan API after the relevant Update was made available to Customer.

6.2. **Notices:** In the event that Colossyan updates or modifies the Colossyan API in such a manner that that the Update may adversely affect the manner in which the Application accesses or communicates with the Colossyan API, Colossyan will make reasonable efforts to provide Customer with reasonable prior written notice of such proposed changes. Customer's continued access or use of the Colossyan API following an update or modification will constitute binding acceptance of the Update.

## **7 Data protection and security**

7.1 **Product Data:** Product Data is considered as Confidential Information, and it may contain personal data. Subject to the restrictions on Product Data, each of Customer and Colossyan shall be independent data controllers for personal data available to Customer within Product Data. Customer will:

- a) not use, access, store, or make copies of Product Data except as necessary to provide the Application;
- b) not share, sell, disclose or otherwise provide such information to any third party, except as provided for in this API Agreement;

- c) delete all originals, copies and reproductions of Product Data within 60 days from the termination of this API Agreement or from Colossyan's enforceable request to delete data, except where prohibited by applicable law;
- d) notify Colossyan of any actual or suspected breach, or compromise of Product Data immediately upon, but no later than twenty-four (24) hours from becoming aware of such occurrence.

7.2 **Usage data:** Colossyan may collect certain information through the Colossyan API about Customer or Customer's end users' use of the Services on an aggregated and/or anonymized basis for Colossyan's internal business purposes. By accessing, using, and providing information to or through the Colossyan API or the Service, Customer consents to all actions taken by Colossyan with respect to Customer's information in compliance with the then-current version of Colossyan's Privacy Policy.

7.3 **Security:** Customer is not permitted to use the Colossyan API or any Product Data in any manner that does or could potentially undermine the security of the Services, the Colossyan API, or Product Data. Customer will ensure that its networks, operation system and software of its web servers, routers, data bases and computer systems ("Customer's Systems") are properly configured in accordance with internet industry standards to protect the Application against malware, hacking, phishing, denial-of-service attacks and other threats. Customer will diligently correct any security gaps in Customer's Systems and/or Application a timely manner and disconnect immediately any known or suspected intrusions or intruder. Customer will notify Colossyan of any security incidents, or suspicions of misuse in relation to the use of the Colossyan API.

## 8 Intellectual property

8.1. **IPR:** Customer acknowledges that, as between Customer and Colossyan, Colossyan owns all right, title, and interest, including all Intellectual Property Rights, in and to the Colossyan API and the Services, and Customer owns all right, title, and interest, including all Intellectual Property Rights, in and to the Application.

8.2. **Colossyan marks:** Colossyan may authorize Customer to use its logos and trademarks in connection with the use of the Colossyan API, subject to a separate written agreement to be mutually agreed by the Parties.

## 9 Representations and warranties

9.1. **Customer warranties:** Customer represents and warrants that (i) its Application does not violate or infringes the Intellectual Property Rights of any third party; (ii) to the extent the Application transmit Customer Data outside the service, Customer represents and warrants that Customer has notified all end users of such Application that their Customer Data will be transmitted outside the service and that Colossyan is not responsible for the privacy, security or integrity of such Customer Data; and (iii) neither Customer, nor Customer's Application will, without appropriate authorization or except to the extent required by applicable law modify the content of Product Data in a manner that adversely affects the integrity of Product Data.

9.2. **Disclaimer of warranties:** THE COLOSSYAN API IS PROVIDED "AS IS" AND COLOSSYAN SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COLOSSYAN 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. COLOSSYAN MAKES NO WARRANTY OF ANY KIND THAT THE COLOSSYAN API, OR ANY SERVICES OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF CUSTOMER'S OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

## 10 Limitation of liability

10. 1. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL COLOSSYAN BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE API.
10. 2. TO THE EXTENT PERMITTED BY LAW, COLOSSYAN'S LIABILITY, ARISING OUT OF OR RELATED TO THIS API AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, IS SUBJECT TO THE RELEVANT SECTIONS OF THE AGREEMENT, AND ANY REFERENCE IN SUCH SECTION TO THE LIABILITY OF COLOSSYAN MEANS THE AGGREGATE LIABILITY OF COLOSSYAN UNDER THE AGREEMENT AND THIS API AGREEMENT TOGETHER. THE FOREGOING LIMITATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

## **11 Indemnity**

Customer agrees to indemnify, defend, and hold harmless Colossyan and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to (i) Customer's use or misuse of the Colossyan API, (ii) Customer's breach of this Agreement, and (iii) the Application, including any end user's use thereof.

## **12 Term and termination**

12. 1 **Term:** This Agreement enters into effect on the date Customer first accepts it and continues until expiration of the relevant Subscription Term, unless otherwise terminated by the Customer or Colossyan in accordance with this API Agreement or the Agreement.
12. 2 **Termination:** Colossyan may terminate this API Agreement immediately on notice to Customer if Colossyan reasonably believes that (ii) the Services or the Colossyan API are being used by Customer in violation of applicable law, or (iii) continued use of the Colossyan API by Customer creates legal risk for Colossyan or presents a threat to the security of the Services; or (iii) Customer breaches any provision of this API Agreement, the Agreement or the documents referred to in therein. Either party may also terminate this API Agreement upon thirty (30) days' notice (or without notice in the case of non-payment), if the other party materially breaches any of the terms or conditions of this API Agreement.
12. 3 **Effect of Termination:** Upon expiration or termination of this API Agreement for any reason, all licenses and rights granted to Customer under this API Agreement will also terminate. The termination of this API Agreement does not automatically result in the termination of the Agreement.

## **13 Miscellaneous**

13. 1 **Interpretation:** This API Agreement shall supplement and shall be construed in accordance with the provisions of the Agreement. In case of any discrepancies between the Agreement and this API Agreement, the provisions of the Agreement shall prevail.
13. 2 **Governing law:** This Agreement shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. Any disputes between the parties in relation to or in connection with this Agreement, shall be subject to the exclusive jurisdiction of the courts of the State of Delaware.