

API LICENSE AGREEMENT
Revised November 22, 2022

This Application Programming Interface (API) License Agreement (“Agreement”) is entered into by and between:

Avid Identification Systems, Inc., a Corporation formed under the laws of California and having a place of business at 3185 Hamner Ave. Norco CA 92860-1937 (“Company”); and

the Entity intending to access the API offered by Company (“Licensee”) and legally represented by the individual agreeing to be bound by this Agreement by selecting “I Agree” to the terms and conditions set forth in this Agreement on the API Access Application webpage.

Company and Licensee enter into this agreement on the date on which the Licensee is bound by this Agreement by selecting “I Agree” to the terms and conditions set forth in this Agreement (“Effective Date”) on the API Access Application webpage.

WHEREAS Company has developed an API for Microchip Registration Services;

WHEREAS Licensee desires to license the API and its associated tools and documentation that are designed to permit Licensee to receive data and content (“Content”) from Company’s proprietary database; and

WHEREAS Company and Licensee desire to set forth herein their agreement regarding Licensee’s use of an API developed by Company.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises, agreements and covenants set forth therein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **API Details and Configuration.** Details of the API being licensed through this Agreement are described in an Appendix that will be provided after the Agreement has been executed. Company retains the sole right to modify the Appendix from time to time with updated details about the API. In the event of any conflict between the API Details and Configuration in the attached Appendix and this Agreement, this Agreement shall control.
2. **License.** Company hereby grants Licensee, for the Term of this Agreement, a limited, non-exclusive, non-transferable, non-assignable license, with no right to sublicense, to use the API to access Content from Company’s proprietary database. Company grants Licensee no rights, title or interest, other than those expressly granted in this Agreement, whether expressly or by implication. In particular, Licensee has no right to distribute or allow any entity that is not a party to this Agreement, access to the APIs.

3. **Usage Restrictions.** Licensee shall not:
- a. Disclose or provide the APIs to any person or entity other than to Licensee's employees or independent contractors ("Disclosed Party"), so long as Licensee enters, with any person to whom Licensee discloses the API, into an agreement that is at least as protective of Company's rights as this Agreement, and Licensee agrees to be liable to Company for any breaches of such agreements by the Disclosed Party.
 - b. Use the data retrieved via the API for any purpose (including storing) other than immediate display on a display device.
 - c. Use the APIs for any illegal, unauthorized or otherwise improper purposes, or in any manner which would violate this Agreement or the Appendix, or breach any laws or regulations, or violate the rights of third parties;
 - d. Remove any legal, copyright, trademark or other proprietary rights notices contained in or on materials Licensee receives or accesses pursuant to this Agreement, including but not limited to, the APIs, the Content or the Appendix;
 - e. Charge, directly or indirectly, any fees for access by Company to Licensee's content for the sole purpose of enabling Licensee's access of the API;
 - f. 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 without the express written permission of Company;
 - g. Use the APIs in a manner that, as determined by Company, at 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 Appendix;
 - h. Use the APIs in a manner that competes with products or services offered by Company;
 - i. 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 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 Licensee's use of the APIs; or
 - j. Copy, adapt, reformat, reverse-engineer, disassemble, decompile, download, translate or otherwise modify the APIs, Content, Appendix, Company's website, other content or services, or any of Company's other services, through automated or other means.
4. **Intellectual Property Rights.** All Intellectual Property of each Party that is not expressly assigned or licensed in this Agreement is reserved and retained by such party. Licensee shall not have the right to use any trademark, service mark, trade name or any other mark of Company. If any Intellectual Property arises by Licensee's use of the API, whether during or after the Term of the Agreement, all rights, title and interest relating to such Intellectual Property, including but not

limited to, inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, shall reside with Company. Licensee hereby assigns and agrees to assign any rights to Company and hereby agrees to make all assignments necessary to accomplish the foregoing ownership.

5. **Proprietary Rights.** Company owns all rights, title and interest in and to the APIs and to all output and executables of the APIs. Licensee owns all rights, title and interest in any application that Licensee uses to make calls to the API to access the Content. Except as expressly provided in this Agreement, neither Party grants nor does the other Party acquire, any right, title or interest (including any implied license) in or to any property of the first Party. All rights not expressly granted herein are reserved.

6. **Confidential Information.**
 - a. The API, Content and any information related thereto, including but not limited to intellectual property, materials, software, data and information, know-how, methodologies or processes, either disclosed by Company to Licensee or used by Company to provide the API and Content (collectively "Confidential Information") shall be the sole property of Company, and not for access by a third party.
 - b. Licensee shall not permit a third party to inspect any part of the Confidential Information including any components, literature, software or other information that Licensee reasonably knows or is expected to know as containing Confidential Information.
 - c. Except as required by law, each Party will, unless authorized in writing by the other Party: (i) keep confidential, not disclose to any other person, not copy or disseminate and not permit copying or dissemination of the terms of this Agreement A; (ii) keep confidential and not disclose to any other party, any information, including Confidential Information, that is provided by one party to the other in connection with the performance of this Agreement and that a reasonable person would know or presume to know to be confidential, regardless of whether such information is marked confidential, proprietary or with words of similar import; (iii) not disclose or use any information, including Confidential Information, for any purpose other than performance of this Agreement A, without the other's prior approval. Notwithstanding the foregoing, each party shall be entitled to announce, publicly and in business presentations, that the Parties have entered into a business arrangement without disclosing any further specifics of this Agreement.

7. **Support.**
 - a. Company shall exercise commercially reasonable efforts to make the API available to Licensee at all times except for scheduled downtime, which, Company shall, to the extent possible, schedule so as not to adversely affect Licensee's business.

- b. Licensee shall report to Company any errors or difficulties that Licensee discovers when using the API.
 - c. Company has the obligation, but not the right, to provide Licensee with any error correction or support
8. **Limitation of Liability.** Company shall not have any liability to Licensee or any other party affiliated with Licensee for any act committed by or attributable to Company in the absence of gross negligence, bad faith or willful misconduct by Company; except that Company shall indemnify and hold harmless Licensee, against any judicial action, that alleges infringement, by Licensee, of a third party's rights in intellectual property arising from Company's use of the API, provided that Licensee promptly notify Company, in writing, of such judicial action.
9. **Warranty Disclaimer.** The parties acknowledge that the API, Content and any services are provided "AS IS." ALL EXPRESS AND IMPLIED WARRANTIES REGARDING THE API, CONTENT AND ANY SERVICES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, FUNCTIONALITY OR MERCHANTABILITY. COMPANY DOES NOT WARRANT THAT API WILL BE UNINTERRUPTED OR ERROR-FREE OR WILL OPERATE WITHOUT LOSS OF DATA.
10. **Term and Termination.**
- a. **Initial Term.** The Term of this Agreement begins on the Effective Date and continues for a period of three hundred and sixty five (365) days from the Effective Date (the "Initial Term").
 - b. **Renewal Term.** After the Initial Term, this Agreement shall automatically renew for successive period of three hundred and sixty five (365) days (the "Renewal Term") unless either Party notifies the other, at least thirty (30) days before the beginning of the next Renewal Term.
 - c. **Effect of Termination.** Upon the effective date of expiration or termination of this Agreement: (i) Company may immediately cease providing access to the API; (ii) any and all payment obligations of Licensee under this Agreement will become due and payable immediately; and (iii) within thirty (30) days after such expiration or termination, each party shall return all Confidential Information of the other party in its possession at the time of expiration or termination and shall not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement. Sections 3, 4, 5, 6, 8 and 12 shall survive termination of this Agreement.
11. **Export Controls.** Licensee shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasure of Foreign Assets Control, 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 restriction.

12. **Miscellaneous.**

- a. **Incorporation of Appendices.** Each of the appendices referenced in this Agreement is incorporated herein and forms an integral part of this Agreement. In the event of a conflict or inconsistency between the Agreement and any of the Appendices, the terms and provisions of this Agreement shall control and prevail.
- b. **Severability.** Should any part of this Agreement or Appendix, for any reason, be declared invalid, such decision shall not affect the validity of any remaining provisions, which remaining provisions shall remain in full force and effect as if this Agreement or Appendix had been executed without the invalid portions.
- c. **Assignment.** This Agreement is not assignable or transferable by either without the written permission of the other party.
- d. **Representation.** Each person executing this Agreement on behalf of either party represents and warrants that such person is duly and validly authorized to do so, on behalf of such party with respect to all of its obligations hereunder or thereunder.
- e. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California 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 Riverside, California. The prevailing party in any action arising out of this Agreement shall be entitled to an award of its costs and attorneys' fees.
- f. **Force Majeure.** Company shall not be responsible for any delays or failures if such delay arises out of causes beyond its control. Such causes may include, but are not restricted to, acts of God or of the public enemy, fires, floods, epidemics, riots, quarantine restrictions, martial law, governmental regulations, strikes, freight embargoes, earthquakes, electrical outages, computer or communications failures, severe weather, delays in transportation, and acts or omissions of subcontractors or third parties.