

PRIORITY-1, INC'S APPLICATION PROGRAMMING INTERFACE

Terms & Conditions

Thank you for choosing to use Priority-1, Inc.'s ("Company") Application Programming Interface "API". By accessing or using our API, you "Customer" are agreeing to the terms below ("Terms"). In addition to these Terms, the terms of any other contract Customer has for doing business with Company also apply. We may refer to Company as "we" "our" or "us" in the Terms.

Section 1: ACCOUNT AND REGISTRATION

- (a) **Accepting the Terms.** Customer may not use the API and accept the Terms if (i) Customer is not of legal age or lacks capacity to form a contract with Company, or (ii) Customer is barred from using the API under the applicable laws of the United States or other countries.
- (b) **Registration.** In order to access the API, Customer may be required to provide certain information (such as identification or contact details) as part of the registration process for the API, or as part of Customer's continued use of the API. Any registration information Customer gives to Company will always be accurate and up to date and Customer will inform Company promptly of any updates.
- (c) **Primary Contact.** Customer will designate an employee who will be responsible for all matters relating to the use of the API ("Primary Contact"). Customer may change the individual designated as Primary Contact at any time by providing written notice to Company. Customer will be required to set up a login name and password to access the API.
- (d) **Restricted Login.** Customer's API login credentials (such as passwords and keys) are intended to be used by Customer. Customer will keep its credentials confidential and make reasonable efforts to prevent use of the login credentials other than by Customer.

Section 2: SERVICES AND SUPPORT

- (a) Subject to these Terms and Conditions, Company will provide Customer with access to the Services through the internet. The Services are subject to modification from time to time at Company's sole discretion, for any purpose deemed appropriate by Company, provided that such modification will not materially affect the basic functionality of the Services. Company will use reasonable efforts to give Customer prior written notice of any such modification.
- (b) Company will undertake commercially reasonable efforts to make the Services available. Notwithstanding the foregoing, Company waives all liability related to any downtime in the API, from scheduled maintenance to complete long-term failure of the API. Company does not warrant that the API will be continuously functional and waives all liability for any lapse in the functionality of the API.
- (c) Company also reserves the right to suspend Customer's access to the Services:
 - (i) For scheduled or emergency maintenance; or
 - (ii) In the event Customer is in breach of these Terms and Conditions, including failure to pay any amounts due to Company.
- (d) Subject to the terms hereof, Company will provide reasonable support to Customer related to use of the API from Monday through Friday during Company's normal business hours.
- (e) Company may monitor Customer's use of the API to ensure quality, improve Company's products and services, and verify Customer's compliance with the terms. Company may suspend Customer's access to the API without notice if Company reasonably believes that Customer is in violation of these Terms and Conditions.

Section 3: CUSTOMER RESTRICTIONS

- (a) Customer will not, and will not permit any third party to: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Services or any software, documentation or data related to the Services ("Software") (provided that reverse engineering is prohibited only to the extent such prohibition is not contrary to applicable law); modify, translate, or create derivative works based on the Services or Software; use the Services or Software for timesharing or service bureau purposes or for any purpose other than its own use; or use the Services or Software other than in accordance with these Terms and Conditions and in compliance with all applicable laws and regulations.
- (b) Customer will cooperate with Company in connection with the use of the API by making available such personnel and information as may be reasonably required, and taking such other actions as Company may reasonably request. Customer will also

cooperate with Company in establishing a password or other procedures for verifying that only designated employees of Customer have access to any administrative account.

(c) Customer will not create an API that functions substantially the same as Company's API and offer it for use by third parties.

(d) Customer will not perform an action with the intent of introducing to Company products and services any viruses, worms, defects, Trojan horses, malware, or any items of destructive nature.

(e) Customer will not use Company's product to defame, abuse, harass, stalk, or threaten others.

(f) Customer will not interfere with or disrupt the API or the servers or networks providing the API.

(g) Customer will not use the APIs to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.

(h) Customer will not remove, obscure, or alter any Company terms of service or any links to or notices of those terms.

(i) Customer will not transfer, resell, lease, license, assign, sublease, or otherwise make available the API to third parties. Further, Customer will not offer the API on a standalone basis to any third party under any circumstance.

Section 4: CUSTOMER RESPONSIBILITIES

(a) Upon any termination of its contract(s) with Company, Customer will immediately stop using the API, cease all use of the Company API, and delete any cached or stored content. Company may independently communicate with any account owner whose account(s) are associated with Customer's API to provide notice of the termination of Customer's right to use the API.

(b) Customer will be responsible for maintaining the security of Customer's account, passwords (including but not limited to administrative and user passwords) and files, and will be responsible for all uses of Customer's account with or without Customer's knowledge or consent.

(c) Customer will use the API solely in connection with and as necessary for Customer's contractual activities with Company. Customer will not load test the API.

(d) Customer will be solely responsible for all use, whether or not authorized, of the API, including for the quality and integrity of Customer's data and application information. Customer will take all reasonable precautions to prevent unauthorized access to or use of the API and will notify Company promptly of any such unauthorized access or use.

(e) Customer will be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the API, including, without limitation, modems, hardware, server, software, operating system, networking, web servers and the like.

(f) Customer will be responsible for any claims and variances resulting from the failure of Customer's software to properly translate information from Company's API to Customer. Company will NOT be responsible for any claims and variances resulting from the failure of Customer's software to properly translate information from Company's API to Customer.

(g) Customer assumes the risk of any damage caused to Customer's software resulting or arising out of Customer's use of the API.

Section 5: LIMITATION OF COMPANY'S LIABILITY

(a) Customer hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from an alleged violation of the foregoing or otherwise from Customer's use of Services. Although Company has no obligation to monitor the content provided by Customer or Customer's use of the Services, Company may do so and may remove any such content or prohibit any use of the Services it believes may be (or are alleged to be) in violation of the foregoing.

(b) Customer acknowledges and agrees that the Services operate on or with or using the API and/or other services operated or provided by third parties ("Third Party Services"). Company is not responsible for the operation of any Third Party Services nor the availability or operation of the Services to the extent such availability and operation is dependent upon Third Party Services. Customer is solely responsible for procuring any and all rights necessary for it to access Third Party Services and for complying with any applicable terms or conditions thereof. Company does not make any representations or warranties with respect to Third Party Services or any third party providers. Any exchange of data or other interaction between Customer and a third party provider is solely between Customer and such third party provider and is governed by such third party's terms and conditions.

(c) IN NO EVENT WILL COMPANY (OR ANY OF ITS AGENTS, AFFILIATES, LICENSORS OR SUPPLIERS) BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH USE OF THE API, THE DELAY OR INABILITY TO USE THE SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH USE OF THE API OR OTHERWISE ARISING

FROM USE OF THE API, INCLUDING WITHOUT LIMITATION, LOSS OF REVENUE OR ANTICIPATED PROFITS OR LOST BUSINESS OR LOST SALES, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

(d) THE TOTAL LIABILITY OF COMPANY, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, WILL NOT EXCEED, IN THE AGGREGATE, THE LESSER OF

(i) TEN THOUSAND DOLLARS, OR

(ii) THE FEES PAID TO COMPANY HEREUNDER IN THE THREE MONTH PERIOD PRECEDING THE DATE THAT A CLAIM OR DEMAND IS FIRST ASSERTED. THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(e) IN ALL CASES, COMPANY AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

(f) COMPANY WILL NOT BE LIABLE FOR ANY LOSSES INCURRED DUE TO ACTS OF WAR, TERRORISM, ACTS OF GOD, FAILURE OF THE INTERNET, OR ANY OTHER FORCE MAJEURE.

Section 6: WARRANTY DISCLAIMER

(a) THE SERVICES AND COMPANY PROPRIETARY INFORMATION AND ANYTHING PROVIDED IN CONNECTION WITH THE USE OF THE API ARE PROVIDED “AS-IS,” WITHOUT ANY WARRANTIES OF ANY KIND. COMPANY (AND ITS AGENTS, AFFILIATES, LICENSORS AND SUPPLIERS) HEREBY DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

COMPANY MAKES NO WARRANTIES REGARDING THE CONTINUITY OR SYSTEM STABILITY OF ITS API.

Section 7: INDEMNIFICATION

(a) Customer will defend and indemnify Company, and its affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from Customer’s use of the API.

Section 8: CONFIDENTIALITY

(a) Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose information relating to the Disclosing Party’s technology or business (hereinafter referred to as “Proprietary Information” of the Disclosing Party).

The Receiving Party agrees:

- (i) Not to divulge to any third person any such Proprietary Information;
- (ii) To give access to such Proprietary Information solely to those employees with a need to have access thereto for purposes of use of the API; and
- (iii) To take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the party takes with its own proprietary information, but in no event will a party apply less than reasonable precautions to protect such Proprietary Information.

The Disclosing Party agrees that the foregoing will not apply with respect to any information that the Receiving Party can document:

- (i) Is or becomes generally available to the public without any action by, or involvement of, the Receiving Party; or
- (ii) Was in its possession or known by the Receiving Party prior to receipt from the Disclosing Party; or
- (iii) Was rightfully disclosed to it by a third party; or
- (iv) Was independently developed without use of any Proprietary Information of the Disclosing Party.

Nothing in these Terms and Conditions will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. In any event, Company may collect Data with respect to Client’s use of the API and is entitled to use that Data for any purposes, including selling such Data in the aggregate or otherwise, as detailed in Section 9 herein.

(b) Customer acknowledges that Company does not wish to receive any Proprietary Information from Customer that is not necessary for Company to perform its obligations under these Terms and Conditions. Unless the parties specifically agree otherwise, Company may reasonably presume that any information received from Customer is not confidential or Proprietary Information.

(c) Both Parties will have the right to disclose the existence of but not the contents of these Terms and Conditions, unless such disclosure is approved in writing by both Parties prior to such disclosure, or is included in a filing required to be made by a Party with a governmental authority (provided such party will use reasonable efforts to obtain confidential treatment or a protective order) or is made on a confidential basis as reasonably necessary to potential investors or acquirers.

Section 9: INTELLECTUAL PROPERTY RIGHTS

(a) Except as expressly set forth herein, Company alone (and its licensors, where applicable) will retain all intellectual property rights relating to the Services or the Software or any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any third party relating to the Services and/or the Software, which are hereby assigned to Company. Customer will not copy, distribute, reproduce or use any of the foregoing except as expressly permitted under these Terms and Conditions. These Terms and Conditions and Customer's use of the API is not a sale and does not convey to Customer any rights of ownership in or related to the Services or Software, or any intellectual property rights.

(b) During the Service Term and for a period of three years thereafter, Customer hereby agrees to furnish and make available to Company all of the data and information described on Exhibit A attached hereto and made a part hereof (the "Data"). Though Company may keep this Data for three years, it is under no obligation to store the Data for any length of time. The Data shall be transmitted or made available to Company with such frequency and in such format as Company shall reasonably designate. The transfer of the Data is necessary to enable Customer's use of the API. Data necessarily transferred to enable Customer's use of the API is not Proprietary Information. If requested by Company, Customer shall provide the Data to Company in accordance with the parameters, protocols and procedures as Company shall reasonably establish. Such operational arrangements do not need to be signed as a supplement or amendment to these Terms and Conditions. All data sent electronically shall be transmitted in accordance with these operational arrangements. Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive data. Customer agrees that, during the period it is obligated to provide Data to Company hereunder, Customer will not transmit, provide or make available the Data to any third party in any form, or otherwise commercially exploit the Data in a manner that is reasonably likely to be competitive with or erode the value of Company's services and products.

(c) Company is hereby granted the right to use and exploit the Data for the purpose of providing and improving the Services and for developing and delivering any service or product (including informational products) that may from time to time be offered or developed by Company and for any other legal purpose. Without limiting the generality of the foregoing permitted uses of the Data, Company may: (i) combine the Data with the

data and information of third parties; (ii) sell and/or sublicense the Data, whether standing alone or in combination with the data and information of third parties, to third parties; and (iii) create derivative works of the Data to develop products and data streams for marketing and sale to customers of Company.

(d) Customer grants Company the right to use Customer's name and logo on Company's website and/or in Company marketing materials, solely to identify Customer as a Services user. Any other use of Customer's name or logo must be pre-approved in writing by Customer.

(e) Content accessible through the API may be subject to intellectual property rights, and, if so, Customer may not use it unless Customer is licensed to do so by the owner of that content or is otherwise permitted by law. Customer's access to the content provided by the API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

(f) When a user's non-public content is obtained through the API, Customer may not expose that content to other users or to third parties without explicit opt-in consent from that user.

Section 10: COMPLIANCE WITH LAW

(a) Customer will comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). Customer will not use the API to encourage or promote illegal activity or violation of third party rights. Customer will not violate any other terms of service with Company (or its affiliates).

(b) Notwithstanding anything else, Customer may not provide to any person or export or re-export or allow the export or re-export of the Services or any software or anything related thereto or any direct product thereof, in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

11. MISCELLANEOUS

(a) If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.

(b) Customer's right to use the API is not assignable, transferable or sublicensable by Customer except with Company's prior written consent.

(c) Company may transfer and assign any of its rights and obligations under these Terms with written notice to Customer.

- (d) No agency, partnership, joint venture, or employment is created as a result of these Terms, and Customer does not have any authority of any kind to bind Company in any respect whatsoever.
- (e) In any action or proceeding to enforce rights under these Terms, the prevailing party will be entitled to recover costs and attorneys' fees.
- (f) All notices under these Terms will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; and upon receipt, if sent by certified or registered mail (return receipt requested), postage prepaid.
- (g) These Terms will be governed by the laws of the State of Arkansas without regard to its conflict of laws provisions.
- (h) Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court), any dispute arising under these Terms shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Little Rock, Arkansas, in the English language and the arbitral decision may be enforced in any court. With respect to all disputes arising in relation to these Terms, but subject to the preceding arbitration provision, the parties consent to exclusive jurisdiction and venue in the state and federal courts located in Little Rock, Arkansas.
- (i) The Terms are non-exclusive. Customer acknowledges that Company may develop products or services that may compete with the Customer or any other products or services.
- (j) When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply.