Turvo, Inc.

Turvo API License Agreement

Effective Date: May 21, 2021

This Turvo API License Agreement (the "Agreement") describes your rights and responsibilities when accessing our publicly available application programming interfaces (the "APIs") and related API documentation.

1.   <u>License Grant</u>. Subject to full compliance with the terms of this Agreement, Turvo, Inc. ("we," "us" "our" or "Company") hereby grants you a limited, personal, non-sublicensable, non-transferable, nonexclusive license to use our Turvo application programming interface and related information and documentation we may provide (collectively, the "API") for the sole purpose of allowing you to build software applications and integrations (each an "App") that communicate with Company's proprietary Turvo Platform Service (the "Service"), and for other purposes authorized by us in writing.

2.   <u>Restrictions; Ownership</u>. You shall not (and shall not authorize or encourage any third party to), directly or indirectly: (i) rent, lease, loan, sell, sublicense, assign, or otherwise transfer any rights in or to the API; (ii) clone the API, or use the API to build an application programming interface, application or product that is competitive with any Company product or service; (iii) remove any proprietary notices from the API (or any portion thereof); (v) decompile, reverse engineer, disassemble, or derive the source code, underlying ideas, concepts or algorithms of the API (except as and only to the extent the foregoing restrictions are expressly prohibited by applicable statutory law); or (vi) modify or create derivative works of the API. Company shall own all right, title, and interest (and all related moral rights and intellectual property rights) in and to the API, including any copies and derivative works thereof. No rights or licenses are granted except as expressly and unambiguously set forth herein.

3.   <u>Confidentiality</u>. You agree not to disclose (or allow access to) the API (or any information derived therefrom) to any third party and will limit access to the API (and any derived information) to your employees who are developing the App(s). In support of this obligation, you will apply at least the same security that you use to protect your own most confidential information.

4.   <u>Competitive Programs</u>. Licensee must not have a current or proposed program that is competitive with Company products or services. If Licensee intends at any time to institute such a program, Licensee will promptly inform Company, will not use in that program (whether for advice, review or otherwise) any personnel who have had access to any part of the API, and will not use any part of the API or any related intellectual property in connection with that program.

5.   <u>API Updates</u>. If Company provides you with any upgrades, patches, enhancements, or fixes for the API, then all items that are so provided will become part of the API, respectively, and subject to this Agreement. Notwithstanding the foregoing, Company shall have no obligation under this Agreement to provide any such upgrades, patches, enhancements, fixes or any other support for the API.

6.   <u>Company Trademarks</u>. Subject to Company's express prior written consent, Apps may be branded with Company specified trademarks in accordance with Company's trademark usage guidelines; provided that Company will have the right to perform quality assurance inspections of each App and to withhold and/or suspend rights to use such trademarks if the quality is not satisfactory to Company in its sole discretion.

7.   <u>Compatibility</u>. Each App must maintain 100% compatibility with the API and the Service (including changes provided to you by Company, which shall be implemented in each App promptly thereafter). If any App uses or implements an outdated version of the API or the Service, you acknowledge and agree that such App may not be able to communicate with the Service. You agree not to modify, extend, subset or superset the API to any extent. You understand that we may cease support of old versions or releases of the API.

8.   <u>Feedback</u>. If you send us any feedback or suggestions regarding the APIs or documentation, we may use it, and you grant us an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to you.

9.   <u>WARRANTY DISCLAIMER</u>. COMPANY PROVIDES THE API "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, AND NON-INFRINGEMENT.

10.	LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL COMPANY OR ITS LICENSORS, SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF GOODWILL, OR DAMAGES RESULTING FROM LICENSEE'S USE OF THE API. COMPANY'S LIABILITY FOR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO $100. THE FOREGOING WILL NOT APPLY TO DAMAGES FOR BODILY INJURY THAT, UNDER APPLICABLE LAW, CANNOT BE SO LIMITED. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOU HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

11.	Termination; Miscellaneous. You may terminate this Agreement by discontinuing use of our APIs. We may terminate this Agreement with or without cause, and without notice to you. Upon termination of this Agreement, all rights and licenses granted to you will terminate immediately. You understand that any APIs or documentation that are not made generally available but that are otherwise made available to you are the confidential information of Turvo. Upon termination of the Agreement, you will promptly destroy copies of any documentation and any other Turvo information in your possession or control that was received under this Agreement. Except as otherwise set forth in the Terms of Use, this Agreement may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of Company to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit Company's rights with respect to such breach or any subsequent breaches. This Agreement is personal to Licensee and may not be assigned or transferred for any reason whatsoever without Company's consent and any action or conduct in violation of the foregoing shall be void and without effect. Company expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder. This Agreement shall be governed by and construed under California law as such law applies to agreements between California residents entered into and to be performed within California. The sole and exclusive jurisdiction and venue for actions arising under this Agreement shall be the State and Federal courts in San Francisco, California; Licensee hereby agrees to service of process in accordance with the rules of such courts. The party prevailing in any dispute under this Agreement shall be entitled to its costs and legal fees.