

## Schedule D: API License Agreement

Effective August 20<sup>th</sup> 2018, (“Effective Date”) Ringgold Inc (“Ringgold”) hereby provides this API License Agreement for the utilization of Ringgold’s Identify Database via the API on behalf of the Client (“Licensee”).

By accepting this Schedule D, either by accessing or using the API, or authorizing or permitting any individual to access or use the API, the Licensee agrees to be bound by this Agreement, and shall provide any employees accessing or using the API for the purpose of developing Applications with the Ringgold API Developer Rules Document. <https://support.ringgold.com/identify-api-developer-rules/>

### 1. KEY DEFINITIONS

For purposes of this Schedule, capitalized terms shall have the meanings set forth below. Capitalized terms utilized in this Schedule and not defined have the meaning set forth in the Contract for Services Agreement between Licensee and Ringgold relating to its access to and use of the Services.

API	the Application Programming Interfaces, whether SOAP or RESTful, and any accompanying or related documentation, source code, executable applications or other materials made available by Ringgold.
Applications	web or other software services or applications developed by Licensee that utilize or interact with the API.
Documentation	written information about the contents, procedures and implementation of the API as provided by Ringgold. <a href="https://support.ringgold.com/identify-database-api-services/">https://support.ringgold.com/identify-database-api-services/</a>
Services	the services provided by Ringgold to Licensee under the Contract for Services Agreement Schedule A.

### 2. PURPOSE AND LICENCE

- 2.1 This Schedule governs the Licensee’s rights to use and access the API for the purpose of developing and implementing Applications. The Licensee’s access to and use of the API is governed by the Contract for Services Agreement, including any and all restrictions and policies implemented by Ringgold from time to time with respect to the API as set forth in the Documentation, this Schedule or as otherwise communicated to Licensee (“General API Guidelines”).
- 2.2 Subject to this Schedule, including the restrictions set forth in Section 3, Ringgold grants to Licensee, only during the Term of the Contract for Services, a non-exclusive, non-transferrable, non-sublicensable, revocable right to (a) use and make calls to the API to develop, implement and distribute Applications solely for use by Authorized Users, (b) use, reproduce, display, distribute, and transmit Ringgold Data through the Applications available to Authorized Users. Licensee may use the API and Ringgold Data and its data solely for Internal Use.

### 3. RESTRICTIONS AND RESPONSIBILITIES

- 3.1 Licensee shall not, directly or indirectly, make the Ringgold Data or API or any part thereof, publicly available via an Application, or available to any third party via an Application or API without Ringgold's prior written consent, which may be withheld for any reason.

Notwithstanding the forgoing, should Licensee hold rights to distribute limited Ringgold Data to third parties as defined by the Contract for Services Agreement, or a Non-disclosure Agreement or Confidentiality Agreement (collectively "NDA") signed by Licensee, the third party and Ringgold, then the Contract for Services Agreement and NDA shall prevail.

- 3.2 Licensee must comply with all restrictions set forth in this Schedule, the Contract for Services Agreement, Ringgold's Privacy Policy, and the General API Guidelines in all uses of the API and Ringgold Data. If Ringgold believes, in its sole discretion, that Licensee has violated or attempted to violate any term, condition or the spirit of this Schedule, the license afforded Licensee pursuant to this Schedule may be temporarily or permanently revoked, with or without notice to Licensee.
- 3.3 In order to use and access the API, Licensee must obtain API credentials (a "Key"). Licensee may not share its Key with any third party, shall keep such Key and all Login information secure, and shall use the Key as Licensee's sole means of accessing the API.
- 3.4 Licensee's Applications may not use or access the API in order to monitor the availability, performance, or functionality of the API, unless pursuant to a separate Service Level Agreement as part of the Contract for Services.
- 3.5 Licensee is not permitted to use the API or any Ringgold Data in any manner that does or could potentially undermine the security of the Services, the API, Ringgold Data or any other data or information stored or transmitted using the Services. In addition, Licensee shall not, and shall not attempt to: (a) interfere with, modify or disable any features, functionality or security controls of the Services or the API, (b) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Services or the API, or (c) reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the Services or the API.
- 3.6 Licensee acknowledges that Licensee is solely responsible, and that Ringgold has no responsibility or liability of any kind, for the content, development, operation, support or maintenance of Applications. Without limiting the foregoing, Licensee will be solely responsible for (a) the technical installation and operation of its Applications; (b) creating and displaying information and content on, through or within its Applications; (c) ensuring that its Applications do not violate or infringe the Intellectual Property Rights of any third party; (d) ensuring that Applications are not offensive, profane, obscene, libelous or otherwise illegal; (e) ensuring that its Applications do not contain or introduce Malicious Software into the API, Ringgold Data or other data stored or transmitted using the API; and (f) ensuring that its Applications are not designed to or utilized for the purpose of spamming any Ringgold Clients, Customers, Agents or End-Users.
- 3.7 Licensee will respect and comply with the technical and policy-implemented limitations of the API and the restrictions of this Schedule in designing and

implementing Applications. Without limiting the foregoing, Licensee shall not violate any explicit rate limitations on calling or otherwise utilizing an API.

- 3.8 Licensee shall not make any modifications to any Ringgold Data, other than as reasonably necessary to modify the formatting of such Ringgold Data in order to display it in a manner appropriate for the pertinent Applications.

#### **4. RINGGOLD WARRANTIES**

- 4.1 MALICIOUS SOFTWARE: RINGGOLD REPRESENTS AND WARRANTS THAT THE API AS DELIVERED AND AS UPGRADED, REVISED, OR MODIFIED IN ACCORDANCE WITH THIS SCHEDULE, RINGGOLD SHALL NOT INCLUDE, AND HAS TAKEN, AND SHALL TAKE, ALL COMMERCIALY REASONABLE STEPS (A) TO PREVENT THE INTRODUCTION OF; (B) TO DETECT; (C) TO GIVE PROMPT NOTICE TO CLIENT OF; AND (D) TO THE EXTENT IN RINGGOLD'S POSSESSION OR CONTROL, TO REMOVE UNDOCUMENTED COMPUTER INSTRUCTIONS, CIRCUITRY, OR OTHER TECHNOLOGICAL MEANS THE EFFECT OF WHICH IS TO ACCESS, MODIFY, DISRUPT, DAMAGE, DELETE, OR INTERFERE WITH THE USE OF THE API AND RINGGOLD DATA OR LICENSEE'S COMPUTER OR TELECOMMUNICATIONS EQUIPMENT OR FACILITIES.
- 4.2 EXCEPT AS OTHERWISE PROVIDED HEREIN, ALL ASPECTS OF THE API, INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND RINGGOLD EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE. YOU ACKNOWLEDGE THAT RINGGOLD DOES NOT WARRANT THAT THE SERVICE OR API WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM RINGGOLD OR THROUGH THE API SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS SCHEDULE.

#### **5. LICENSEE WARRANTIES**

- 5.1 TO THE EXTENT LICENSEE'S APPLICATIONS TRANSMIT RINGGOLD DATA OUTSIDE THE SERVICES, LICENSEE REPRESENTS AND WARRANTS THAT LICENSEE HAS NOTIFIED ALL USERS OF SUCH APPLICATIONS THAT RINGGOLD IS NOT RESPONSIBLE FOR THE PRIVACY, SECURITY OR INTEGRITY OF SUCH APPLICATIONS. LICENSEE FURTHER REPRESENTS AND WARRANTS THAT TO THE EXTENT LICENSEE'S APPLICATIONS STORE, PROCESS OR TRANSMIT RINGGOLD DATA, NEITHER LICENSEE NOR LICENSEE'S APPLICATIONS WILL, WITHOUT APPROPRIATE PRIOR CONSENT OR EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW (A) MODIFY THE CONTENT OF RINGGOLD DATA IN A MANNER THAT ADVERSELY AFFECTS THE INTEGRITY OF RINGGOLD DATA; (B) DISCLOSE RINGGOLD DATA TO ANY THIRD PARTY; OR (C) USE RINGGOLD DATA FOR ANY PURPOSE OTHER THAN PROVIDING THE APPLICATION TO AUTHORIZED USERS OF SUCH APPLICATION. LICENSEE SHALL MAINTAIN AND HANDLE ALL RINGGOLD DATA IN ACCORDANCE WITH PRIVACY AND SECURITY MEASURES REASONABLY ADEQUATE TO PRESERVE THE CONFIDENTIALITY AND SECURITY OF ALL RINGGOLD DATA.

5.2 LICENSEE REPRESENTS, WARRANTS AND COVENANTS THAT (A) ITS APPLICATIONS DO NOT AND WILL NOT CONTAIN OR INTRODUCE ANY MALICIOUS SOFTWARE INTO THE API, ANY RINGGOLD DATA, OR OTHER DATA STORED OR TRANSMITTED USING THE API; (B) ITS APPLICATIONS ARE NOT DESIGNED TO OR UTILIZED FOR THE PURPOSE OF SPAMMING ANY RINGGOLD CLIENTS, CUSTOMERS, AGENTS OR END-USERS.

## **6. MODIFICATIONS**

6.1 Licensee acknowledges and agrees that Ringgold may modify this Schedule, the Services, the API, the General API Policies, and the Privacy Policy, from time to time (a "Modification"). Licensee will be notified of a Modification to this Schedule, the Ringgold API or the General API Policies through notifications or communications through the Documentation, Ringgold's websites, or any other website owned and operated by Ringgold or through a form of direct communication from Ringgold to Licensee. Licensee further acknowledges and agrees that such Modifications may be implemented at any time and without any notice to Licensee.

Modifications to the API will be indicated by a change in the version number using syntax X.X.X, where X refers to an integer:

(a) Patch Modifications will be indicated by a change in the third integer.

(b) Minor Modifications will be indicated by a change in the second integer.

(c) Major Modifications, which include new Ringgold Data or new features will be indicated by a change in the first integer.

Licensee shall, within sixty (60) days from the date of first notice of any Patch or Minor Modification(s), and within one-hundred and twenty (120) days from the date of first notice of and Major Modification(s) (or such shorter period of time specified in the notice of the Modification(s)) (the "Conformance Period") comply with such Modification(s) by implementing and using the most current version of the API and making any changes to Applications that may be required as a result of such Modification(s). Licensee acknowledges that a Modification may have an adverse effect on Applications, including but not limited to changing the manner in which Applications communicate with the API and display or transmit Ringgold Data. Ringgold shall have no liability of any kind to Licensee or any user of Licensee's Applications with respect to such Modifications or any adverse effects resulting from such Modifications. Licensee's continued access to or use of the Services or API following the Conformance Period shall constitute binding acceptance of the Modification(s) at issue.

## **7. SUPPORT**

7.1 This Schedule D does not entitle Licensee to any specific support for the API, unless Licensee makes separate arrangements with Ringgold for such support. Licensee is solely responsible for providing all support and technical assistance to End-Users of its Applications. Licensee acknowledges and agrees that Ringgold has no obligation to provide support or technical assistance to the users of Applications and Licensee shall not represent to any such users that Ringgold is available to provide such support.

## **8.. LIMITATION OF LIABILITY**

- 8.1 Neither party shall have any liability hereunder for any special, incidental, indirect or consequential damages or for loss of profits, revenues, business interruption, or goodwill, in connection with this Schedule or the API, even if the party has been advised of the possibility of such potential loss or damage.
- 8.2 Notwithstanding anything to the contrary in this Agreement, Ringgold's aggregate liability to Licensee in connection with this Schedule or the API shall in no event exceed one thousand US Dollars (\$1,000.00). In jurisdictions which do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, Ringgold's liability will be limited to the greatest extent permitted by law. Any claim arising out of or relating to this agreement must be brought within one (1) year of the first event or occurrence giving rise to the claim.

## **9. TERM**

- 9.1 This Schedule shall remain in effect for the Term of the Contract for Services Agreement, unless terminated pursuant to the Contract for Services Agreement or Section 10 of this Schedule.

## **10. TERMINATION**

- 10.1 Either party may terminate this Schedule at any time, for any reason, or for no reason including, but not limited to, if Licensee violates any provision of this Schedule. Any termination of this Schedule shall also terminate the API licenses granted to Licensee hereunder. Upon termination of this Schedule for any reason, Licensee shall cease using the API. Sections 3, 4, 5, 8-12 shall survive termination of this Schedule.
- 10.2 Notwithstanding the forgoing, should a Service Level Agreement be applicable to the Licensee's use of the API under the Contract for Services, then the Contract for Services and Service Level Agreement shall prevail.

## **11. GOVERNING LAW**

- 11.1 This Agreement shall be governed by the laws of the State of Oregon, without reference to conflict of laws principles. Any disputes under this Agreement shall be resolved in a court of general jurisdiction in Washington county, Oregon.

## **12. ASSIGNMENT; SUCCESSORS AND ASSIGNS**

- 12.1 Except as set forth below, neither party may assign its rights under the Agreement without the express written consent of the other party, which shall not be unreasonably withheld. Either party may assign this agreement in connection with the sale of all, or substantially all, of the assets or stock of the business involved, provided that any such assignment by Licensee shall not grant the assignee rights to use the API or Ringgold Data in support of any other business. Any attempted assignment without the required consent shall be null and void and deemed a breach hereof. The Agreement shall inure to the benefit of and be binding upon the successors, heirs and permitted assigns of the parties hereto. No person other than the parties hereto and their successors, heirs and permitted assigns is intended to be a beneficiary of the Agreement. No assignment to any permitted

assign shall be effective until such permitted assign agrees in writing to be bound by and comply with the terms of this Agreement.

End.