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2. API and Content License. Subject to the terms and conditions of this Agreement, Company grants Licensee a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable license under Company's intellectual property rights during the term of this Agreement (a) to use the APIs to develop, test, and support the Application; (b) to distribute or allow access to Licensee's integration of the APIs within the Application to end users of the Application; and (c) to display the Content (as defined below) received from the APIs within the Application. Licensee has no right to distribute or allow access to the stand-alone APIs. Company may update, modify, or deprecate API features from time to time to improve performance, security, and functionality. Company will make reasonable efforts to provide advance notice of changes that require users to update their API integrations, typically at least 30 days in advance unless urgent security or legal concerns require immediate modifications.

3. Restrictions. Except as expressly authorized under this Agreement or by Company in writing, Licensee shall not:

- (i) disclose or provide the APIs to any person or entity other than to Licensee's employees or independent contractors who are individuals, provided (a) such independent contractors enter into an agreement with Licensee at least as protective of Company's rights as this Agreement, and (b) Licensee hereby agree to be responsible for, and liable to Company for, any breaches of such agreements by Licensee's independent contractors;

- (ii) use the APIs for any illegal, unauthorized or otherwise improper purpose, or in any manner which would violate this Agreement, or breach any laws or regulations, or violate the rights of third parties;
- (iii) use the API or Content to coordinate, align, or manipulate pricing with competitors in any market;
- (iv) develop pricing algorithms, recommendations, or mandates based on the Content that restrict independent pricing decisions by businesses;
- (v) aggregate competitor data in real time to facilitate price-fixing, bid-rigging, or any other anti-competitive behavior or practice;
- (vi) share, redistribute, or sublicense the API or Content in a way that enables non-compliant third-party use;
- (vii) use the API or the Content for purposes that are intended to reduce or may have the effect of reducing market competition or consumer pricing transparency;
- (viii) circumvent API rate limits, security controls, or attempting unauthorized access to Company's systems;
- (ix) 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 and the Content;
- (x) 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, including any data broker, ad network, ad exchange, or other advertising monetization-related party;
- (xi) use the APIs in a manner that, as determined by Company in its sole discretion, constitutes excessive or abusive usage;
- (xii) use the APIs in an Application that competes with products or services offered by Company;
- (xiii) use the APIs in conjunction with, or combine content from the APIs with, Company content obtained through scraping or any other means outside the official Company API;
- (xiv) 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 items of a destructive nature through your use of the APIs; or

(xv) copy adapt, reformat, reverse-engineer, disassemble, decompile, download, translate or otherwise modify the APIs, Content, Company's website other content or services, or any of our other services, through automated or other means.

(xvi) accessing and aggregating data for bulk resale is outside of the scope of the Licensee's application under development"

4. Proprietary Rights. As between the parties, Company owns all rights, title, and interest in and to the APIs and to all output and executables of the APIs, and, subject to the foregoing, Licensee owns all rights, title, and interest in and to the Application. This Agreement does not include any right for Licensee to use any trademark, service mark, trade name or any other mark of Company or any other party or licensor. No rights or licenses are granted except as expressly set forth herein. All rights not expressly granted herein are deemed withheld.

5. User Agreements. Licensee shall enter into a valid and binding end user license agreement with all users of Licensee's Application (the "EULA") that contain provisions that contain all of the restrictions on the use of the Content as those contained in this Agreement. Additionally, such EULA shall contain limitations of liability and warranty disclaimers with respect to the Content consistent with the limitations contained herein.

6. Fees. Licensee shall pay the fees set forth in the service and/or order form, or if no such form is entered into, Licensee shall access Company's public APIs at no charge. All fees shall be non-refundable, and payable in US dollars on the date they come due. Fees will be payable in the manner specified by Company. If based on Company invoices, such fees shall be payable within fifteen (15) days from the date on the applicable invoice. Licensee shall also pay all sales, use, value-added and other taxes, tariffs and duties of any type assessed against Company except for taxes on Company's income. Company may disable API or platform access in the event of a failure to pay.

7. Support. Licensee agrees to report to Company any errors or difficulties discovered and the characteristic conditions and symptoms of such errors and difficulties. Company is in no way obligated to provide Licensee with any error correction or support, but may provide whatever error correction and/or support services Company may determine in its sole discretion (and anything it provides in connection therewith will be deemed part of the API).

8. Interoperability. Licensee shall endeavor to inform Company with respect to the interoperability and compatibility of Licensee's products with Company's management systems as contemplated herein, and any issues or problems with respect thereto; Licensee will use its best efforts to achieve full interoperability and compatibility.

9. Confidentiality. The API (including, without limitation, all improvement, derivatives, modifications and the like) constitutes Company's confidential information ("Confidential Information"). Licensee hereby agrees (i) to hold the Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Licensee employs with respect to its own confidential materials), (ii) not to divulge any Confidential Information to any third person (except consultants, subject to the conditions stated below), (iii) not to use any Confidential Information except for the purposes set forth in this Agreement, and (iv) not to copy or reverse engineer any Confidential Information. Any employee or consultant given access to the Confidential Information must have a legitimate "need to know" and shall be similarly bound in writing. Licensee acknowledges and agrees that due to the unique nature of the Company's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder and therefore, that upon any such breach or any threat thereof, Company shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

10. Indemnity. Licensee agrees that Company shall have no liability whatsoever for (i) any use Licensee makes of the API or (ii) Licensee's Application. Licensee shall indemnify and hold harmless Company from any and all claims, damages, liabilities, costs and fees (including reasonable attorneys' fees) arising from (i) or (ii).

11. Warranty Disclaimer. The parties acknowledge that the API, Content and any services are provided "AS IS." EXCEPT FOR BODILY INJURY, COMPANY AND ITS LICENSORS DISCLAIM ALL WARRANTIES RELATING TO THE API OR ANY SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. Limitation of Liability. COMPANY AND ITS LICENSORS SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR THE TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (B) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS OR (C) FOR ANY AMOUNT IN THE AGGREGATE OF THE AMOUNT PAID OR PAYABLE BY LICENSEE UNDER SECTION 6 (PROVIDED THAT, IF NO AMOUNTS HAVE BEEN PAID, SUCH CAP SHALL BE FIVE HUNDRED DOLLARS (US\$500.00)). COMPANY AND ITS LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY MATTER BEYOND ITS REASONABLE CONTROL.

13. Audit Right. Company reserves the right to audit API usage to ensure compliance with this Agreement. If Company determines that Licensee is engaging in unauthorized, non-compliant, or anti-competitive activity, we may suspend or terminate

API access immediately, without prior notice. In addition, violations of this Agreement may result in legal action, termination of all Company services, and liability for damages.

14. Termination. This Agreement shall continue until terminated as set forth in this section or for the term set forth in the applicable services or order form entered into by the parties. Either party may terminate this Agreement at any time. Any termination of this Agreement shall also terminate the licenses granted hereunder. Upon termination of this Agreement for any reason, Licensee shall destroy and remove from all computers, hard drives, networks, and other storage media all copies of Company's Confidential Information, and shall so certify to Company that such actions have occurred. Notwithstanding, Sections 3, 4, 6 (as to any unpaid fees), 9, 10, 11, 12 and 16 shall survive any termination of this Agreement.

15. Export Controls. Licensee shall comply with all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office 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 restrictions, laws or regulations. By downloading or using the APIs, Licensee agrees to the foregoing and represents and warrants that Licensee is not located in, under the control of, or a national or resident of any restricted country.

16. General. This Agreement shall be governed by and construed under the laws of the State of Texas without giving effect to the principles of conflicts of law. 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 Travis County, Texas. The prevailing party in any action arising out of this Agreement shall be entitled to an award of its costs and attorneys' fees. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of any right under this Agreement and all waivers must be in writing. In the event that any term of this Agreement is held by a court to be unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Licensee may not assign or transfer this Agreement (or any part hereof) without the prior written consent of Company. Company shall have the right to freely assign or otherwise transfer this Agreement (in whole or part). All notices required or permitted under this Agreement will be in writing and will be sent (i) if to Company: support@tractiq.com, and if Licensee: such email address as Licensee provides to Company on registering for the API (or, in either case, such other address as a party may designate in writing). This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties with respect thereto. This Agreement may only be modified by a written document executed by the parties hereto.

If you have any questions, please contact TractIQ at support@tractiq.com.