

API Terms of Use

We (Carbyne, Inc. if you are in the United States, Carbyne911 México S. de R.L de C.V. if you are in Mexico, Carbyne Ltd. if you are in any other jurisdiction) provide the APIs to you subject to these API Terms of Use (the “**Terms**”). By accessing or using the APIs you agree to be bound by these Terms. If you are accepting these Terms on behalf of a company or other entity, you represent and warrant that you have the authority to bind that entity to these Terms. If you do not have such authority, or if you do not agree to these Terms, you may not use the APIs.

1. **API License.** Subject to these Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable license to (a) connect your application, software or other product or service (“**Your Application**”) with the APIs to receive certain data or content (“**Content**”) within Your Application and/or submit Content to our solution through Your Application, and (b) to distribute or allow access to your connection of the APIs to Your Application to end users of Your Application, and (c) to display the Content within Your Application.

2. **Use of APIs.** You may not:

- 2.1. Use the APIs in violation of any law or regulation, or rights of any person, including but not limited to intellectual property rights, or in any manner inconsistent with these Terms.
- 2.2. Use the APIs in a manner that accesses or uses any information beyond what we allow under these Terms, that breaks or circumvents any of our technical, administrative, process or security measures, that disrupts or degrades the performance of the APIs or that tests the vulnerability of our systems or networks.
- 2.3. Use the APIs to transmit any viruses or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data.
- 2.4. Attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how in the APIs.
- 2.5. Use the APIs to replicate or compete with core products or services offered by us.
- 2.6. Attempt to exceed or circumvent any limitations on access, calls and use of the APIs which we may make you aware of, or otherwise use the APIs in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply with these Terms.

3. **Content.**

- 3.1. You may only capture, copy or store Content or any information expressed by the Content (such as hashed data) to the extent permitted by these Terms. You must store Content in accordance with industry security measures and applicable laws (including data and privacy laws) and in a manner which enables you to identify, segregate, and selectively delete such Content. The Content must not be stored in a data repository that would enable third-party access.
- 3.2. If you provide Your Application to end users you must immediately delete all Content from a user upon request by that user or when the user uninstalls Your Application or otherwise terminates their relationship with you. You must immediately delete all Content if we terminate your use of the APIs for breach of these Terms, except when doing so would cause you to violate any law or obligation imposed by a governmental authority.

4. **Your Agreement with Your Users.** Provision of Your Application to end users must include your own user agreement and privacy policy. You must provide, or prominently identify and make accessible, your user agreement and privacy policy to your users when your users download or access Your Application. Your privacy policy must meet applicable legal standards and accurately disclose the collection, use, storage, and sharing of data, and must be at least as protective as ours. You must promptly notify us of any breaches of your user agreement or privacy policy that impact or may impact us or your users’ use of the API.

5. **Confidentiality; Ownership.**

- 5.1. A party may share its confidential information, such as non-public business, product or technology information or any other information which is by its nature confidential (“**Confidential Information**”) with the other party under these Terms. Each party shall: (i) keep the other party’s Confidential Information confidential; (ii) not use the other party’s Confidential Information except for the purposes of these Terms; and (iii) not divulge the other party’s Confidential Information to any third party, excluding to an Affiliate, except for the purposes of these Terms, provided the receiving party is responsible for such third party’s compliance with confidentiality obligations under these Terms. This Section 5.1 shall not apply to any Confidential Information that the receiving party can show: (i) is in the public domain other than as a result of a breach of these Terms or any other obligations of confidentiality; (ii) is or was lawfully received from a third party without an obligation of confidentiality; or (iii) was developed independently of and without reference to any confidential information disclosed by the disclosing party. A party may also disclose the other party’s Confidential Information only to the extent required under operation of law, by court order or by any regulatory body of competent jurisdiction, provided prior to such disclosure, if legally allowed, the receiving party gives prompt notice to the disclosing party to give disclosing party an opportunity to seek a protective order or other appropriate relief.
- 5.2. No permission is granted to you by us under these Terms to display our trade names, trademarks, service marks, logos and domain names (our “**Marks**”) or to otherwise claim or assert that Your Application or use of our APIs is endorsed or approved by us. We retain ownership of and all rights, title, and interest, including all intellectual property rights, in and to, (a) the APIs and all elements and components thereof, and (b) the Marks.
- 5.3. Any test results, suggestions, comments, improvements or other feedback relating to the APIs or the Content (“**Feedback**”) is and shall be owned by us. In the event such assignment of ownership to us is not feasible or deemed invalid for any reason, you grant us an irrevocable, perpetual, worldwide, royalty free right and license to use the Feedback freely.
- 5.4. Except for the express licenses granted under these Terms, neither of us grants any right, title or interest (including any implied license) in or to any property of the other party under these Terms. All rights not expressly granted in these Terms are withheld.

6. **Term and Termination.**

- 6.1. These Terms will go into effect on the date upon which you agree to them, by accessing or using the APIs, and will continue until terminated as set forth in this section. You may terminate these Terms by discontinuing use of our APIs. We may change, suspend or

discontinue the APIs and these Terms and suspend or terminate your use of the APIs and these Terms at any time and for any reason, without notice.

- 6.2. Upon termination of these Terms (a) all rights and licenses granted to you will terminate immediately, (b) you will promptly destroy any of our confidential information in your possession or control, (c) you will permanently delete all Content and other information belonging to us that you stored pursuant to your use of the APIs, and we may request that you certify in writing your compliance with this section.
- 6.3. When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to Sections 3, 5, 6, 7, 8, and 9.

7. **Warranty Disclaimers.**

- 7.1. WE PROVIDE THE APIS ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AVAILABILITY, AND/OR NON-INFRINGEMENT.
- 7.2. WE DO NOT WARRANT THAT THE APIS WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, AND WE DO NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE APIS.

8. **Liability and Indemnity.**

- 8.1. WE WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, PROFIT, REVENUE OR DATA HOWEVER CAUSED AND WHETHER THE LOSS ARISES FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTORY DUTY OR OTHERWISE.
- 8.2. SUBJECT TO SECTION 9.1, OUR MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM ARISING UNDER THESE TERMS SHALL NOT EXCEED THE AMOUNT OF ONE HUNDRED U.S. DOLLARS (\$100).
- 8.3. You will defend, hold harmless, and indemnify us and our affiliates (and our and their respective employees, shareholders, and directors) from any claim or action brought by a third party, including all damages, liabilities, costs and expenses, including reasonable legal fees, to the extent resulting from, alleged to have resulted from, or in connection with the use of your Application, your use of the APIs, the Content, our Marks or a violation of these Terms.

9. **General.**

- 9.1. If any provision of these Terms is found to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable to the maximum extent possible in order to effect the intention of the provision. If a term cannot be so modified, it will be severed and the remaining provisions of these Terms will not be affected in any way.
- 9.2. These Terms, including any documents incorporated into these Terms by reference, constitute the entire agreement between you and us regarding the subject matter of these Terms and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these Terms. If you have negotiated a separate written agreement with us which governs your use of the APIs, then such agreement will take precedence and apply to the extent of a conflict with these Terms.
- 9.3. You may not, without our prior written consent, assign or delegate any rights or obligations under these Terms, including in connection with a change of control. Any purported assignment and delegation without our written consent shall be ineffective.
- 9.4. No support is available for the APIs unless you are separately contracted to support for our solution; in that case, you are entitled to support for the APIs at your contracted level.
- 9.5. We may notify you via postings on our website or via the email address associated with your Carbyne account. You may provide notice to us in writing and given in person, by an overnight courier service which provides tracking information to evidence delivery, by registered mail to Carbyne, Inc., Attention: Legal, 45 West 27th St., Floor 2, New York, NY 10001 or by email with confirmation of receipt, addressed to legal@carbyne.com. Any notices to us which do not comply with this section will have no legal effect.
- 9.6. Nothing in these Terms will be construed as creating a partnership or joint venture of any kind between you and us and neither of us will have the authority or power to bind the other or to contract in the name of or create a liability against the other in any way or for any purpose.
- 9.7. If you are entering into these Terms with Carbyne, Inc. this Agreement is governed by the laws of the State of New York, without regard to its conflict of law principles, and the parties agree to submit to the exclusive jurisdiction of courts in New York, New York. If you are entering into these Terms with Carbyne Ltd. or Carbyne911 Mexico S. de RL de CV, this Agreement is governed by the laws of Israel, without regard to its conflict of law principles, and the parties agree to submit to the exclusive jurisdiction of courts in Israel. Notwithstanding the foregoing, if you are a public entity and your state law requires you to contract under your state law, then your state law shall apply to this Agreement.