

## API TERMS

Please read the following terms (“**API Terms**”) carefully because they govern your use of the application program interfaces and accompanying documentation and materials (the “**API**”) that are made available by Tiki Labs, Inc. d/b/a “**Audius**” (“**Audius**”) or (“**Licensors**”) for the purpose of enabling applications developed by you (your “**App**”) to access and use Licensors’s services which enable access to music content (the “**Services**”).

**IMPORTANT NOTICE REGARDING ARBITRATION: WHEN YOU AGREE TO THESE API TERMS YOU ARE AGREEING (WITH LIMITED EXCEPTION) TO RESOLVE ANY DISPUTE BETWEEN YOU AND LICENSOR THROUGH BINDING, INDIVIDUAL ARBITRATION RATHER THAN IN COURT. PLEASE REVIEW CAREFULLY SECTION 14 (DISPUTE RESOLUTION) BELOW FOR DETAILS REGARDING ARBITRATION. HOWEVER, IF YOU ARE A RESIDENT OF A JURISDICTION WHERE APPLICABLE LAW PROHIBITS ARBITRATION OF DISPUTES, THE AGREEMENT TO ARBITRATE IN SECTION 14 WILL NOT APPLY TO YOU BUT THE PROVISIONS OF SECTION 13 (GOVERNING LAW AND FORUM CHOICE) WILL APPLY INSTEAD.**

### DEFINITIONS.

- (a) “**Licensee**” means you or the entity or distributor you represent.
- (b) “**Nodes**” means the Audius Network nodes listed at [api.audius.co](https://api.audius.co).
- (c) “**Open Music License**” or “**OML**” means the terms available [here](#).

**2. AGREEMENT TO TERMS.** By accessing and using the API, you consent to be bound by these API Terms. If you are acting on behalf of or at the request of a company or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these API Terms and, in such event, “**Licensee**” will refer to that company or other legal entity. If you are not of legal age to form a binding contract with Licensors, or you are a person or entity barred from using or receiving the APIs under the laws of the United States, or any other country, including your country of domicile or residence, from which you use such API, Licensors will not consent to your use of the API. You further agree to comply with all applicable data privacy laws, statutes, regulations, ordinances, and other legal mandates pertaining to personal data and personal data protection, as well as these Terms, and the Audius Privacy Policy. You agree to provide the users of your App(s) (“**App Users**”) with the Audius Privacy Policy and these API Terms. By using the API, you represent and warrant that any account registration information (including but not limited to personally identifiable information) you provide for access to such APIs will always be accurate and up to date and that you will promptly notify Audius of any updates.

**API LICENSE.** Subject to your compliance with the terms and conditions of these API Terms, Licensors grants Licensee a limited, non-exclusive, non-transferable, revocable, license to access and use the API for the purposes of developing and implementing Apps that communicate with and make use of the Services via the Nodes. Licensors reserves all rights in and to the API not expressly granted to Licensee in these API Terms.

**4. USE OF THE SERVICES.** Any content Licensee uploads to the Services, either directly or through Audius, and subsequent use thereof, is subject to the Open Music License. In connection

therewith, Licensee agrees it will use commercially reasonable efforts to protect any and all customer data acquired or maintained through the APIs, from unconsented third-party access. In the event customer data is compromised, you agree to promptly notify both the affected end users and Audius in writing, to the extent required by law.

**(a) RIGHTS AND RESTRICTIONS.** Except as expressly authorized under these API Terms, you may not: (i) copy, modify, display, distribute, transfer or sublicense the API or otherwise make the functionality of the API available to any third party through any means; (ii) interfere with, bypass or disable any features or functionality that are embedded in or included with the API or Services; (iii) access or use the API for the purpose of monitoring the availability, performance, or functionality of the Services or for any other benchmarking or competitive purpose; (iv) access or use the API or Services in any unlawful manner, for any unlawful purpose or in any manner inconsistent with these API Terms; or (v) use any scraping, data harvesting, web crawlers, or other data extraction methods to extract data from the API or Services. For the avoidance of doubt, you acknowledge and agree that nothing herein shall grant you or any third-party the right to train any machine-learning entity, models, and/or any artificial intelligence on any content uploaded via the API, nor any content available to end users via the App(s), and any such training is strictly prohibited by Licensor. You acknowledge and agree that the API and Services constitute or contain trade secrets of Licensor and its licensors. Accordingly, you will not disassemble, decompile or reverse engineer the API or Services or permit or authorize a third party to do so, except to the extent expressly permitted by law.

**OWNERSHIP.** Licensee acknowledges that Licensor or its licensors or third party providers own all worldwide right, title and interest in and to the API and Services, including all intellectual property rights, and retain all rights therein. If Licensee provides Licensor with comments, suggestions or feedback regarding the API or Services Licensee agrees that Licensor will be free to use, disclose, reproduce, license or otherwise exploit such comments, suggestions or feedback as it sees fit, without obligation or restriction of any kind.

**2. CONTENT AND DATA PROTECTION.** In the event you use the API or App to use and/or store content or consumer data, you may only use session-based caching to the extent necessary for the operation of the API or App during that respective session; any cached content or consumer data must become inaccessible and unavailable upon termination of the respective session. Consumer setting changes must be updated and implemented promptly upon receipt. Audius takes intellectual property protection seriously and complies with the Digital Millennium Copyright Act. If you have any concerns regarding the misappropriation of your intellectual property rights through the use of the API or App, please contact Audius' designated agent.

**TERM AND TERMINATION.** Licensee may terminate these API Terms at any time by ceasing its use of the API. Licensor may immediately terminate these API Terms for any reason, without notice, at any time. Licensor will use reasonable efforts to provide Licensee notice of termination. Licensor will not be liable for any costs, expenses or damages Licensee incur as a result of its termination of these API Terms. Upon any termination of these API Terms, Licensee will promptly cease all access to and use of the API and Services.

**UPDATES AND REVISIONS TO API.** Licensor may update or revise the API from time to time and such updates and revisions may adversely affect the manner in which Licensee's Apps access or communicate with the API or the Services. Licensee is responsible, at Licensee's expense, for making any changes to Licensee's Apps that are required as a result of Licensor's updates and revisions to the API. Licensor will attempt to provide thirty (30) days' advance notice of any updates or revisions to the API that are not backward compatible or significantly change its functionality by posting such notice on the

Licensor developer web site, unless circumstances require Licensor to make an immediate change, in which case Licensor will attempt to provide Licensee with as much advance notice as possible.

**NO WARRANTY.** THE API AND SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE,” WITHOUT WARRANTY OF ANY KIND. LICENSOR EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION WHETHER ORAL OR WRITTEN, OBTAINED FROM LICENSOR OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE API TERMS. LICENSEE ACKNOWLEDGE AND AGREE THAT: (I) LICENSOR IS SOLELY A SOFTWARE PROVIDER AND MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE SERVICES OR LICENSEE’S USE THEREOF COMPLIES WITH THE APPLICABLE LAWS, REGULATIONS, RULES AND ORDERS OF ANY GOVERNMENTAL OR OTHER REGULATORY BODY (“**APPLICABLE LAW**”); AND (II) LICENSEE IS SOLELY RESPONSIBLE FOR DETERMINING WHETHER ITS EXERCISE OF THE RIGHTS GRANTED TO LICENSEE UNDER THESE API TERMS INCLUDING WITHOUT LIMITATION ITS USE OF THE SERVICES COMPLIES WITH APPLICABLE LAW.

**LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER LICENSOR NOR ITS SERVICE PROVIDERS INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE API OR SERVICES WILL BE LIABLE TO LICENSEE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST SAVINGS, LOST BUSINESS OPPORTUNITY, LOSS OF DATA OR GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR FOR THE COST OF PROCURING SUBSTITUTE SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE API TERMS OR THE USE OR PERFORMANCE OF THE API OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT LICENSOR OR ITS SERVICE PROVIDERS HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE , EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL LICENSOR’S TOTAL CUMULATIVE LIABILITY TO LICENSEE FROM ALL CLAIMS UNDER OR RELATED TO THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE API OR SERVICES EXCEED THE AMOUNTS ACTUALLY PAID BY LICENSEE OR PAYABLE BY LICENSEE TO LICENSOR FOR USE OF THE API OR SERVICES, PROVIDED THAT IN NO EVENT WILL LICENSOR’S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS MADE UNDER OR RELATED TO THIS AGREEMENT EXCEED FIFTY DOLLARS (\$50). THE EXCLUSIONS AND LIMITATIONS OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN LICENSOR AND LICENSEE.

**INDEMNITY.** Licensee will defend, indemnify, and hold Licensor harmless from and against any liabilities, losses, damages, judgments, fines, penalties, costs and expenses (including reasonable attorneys’ fees and court costs), as incurred, arising out of or in any way connected to: (i) any third-party claim arising from Licensee’s improper access to and use of the API or Services; (ii) breach or violation of these API Terms, Licensee’s representations and warranties hereunder, or Applicable Law; or (iii) any content or customer data transmitted by your use of the API.

**CONFIDENTIAL INFORMATION.** Licensee may be given access to certain non-public information, software or specifications relating to the API and Services (“**Confidential Information**”), which is confidential and proprietary to Licensor. Licensee may use Confidential Information only as necessary in exercising its rights granted in these API Terms. Licensee may not disclose any Confidential Information to any third party without Licensor’s prior written consent. For the avoidance of doubt Licensor strictly prohibits the Licensee and any third-party engaged by Licensee from using the APIs in any of the following manners: (i) sublicensing to third parties; (ii) duplicating or imitating the APIs; (iii) intentionally or indirectly commencing any introduction of viruses, disabling devices, timebombs, trojans, or any computer code or instructions designed for intentional disruption, disablement, harm or infection of the operations of any network, computer program or system, of Audius, the APIs or user data; (iv) defamation in all forms; (v) harassment in any and all forms; (vi) unlawful, misleading, or reputationally harmful commercial transaction(s); (vii) unlawful extraction of source code(s); (viii) any and all activities intending to cause or leading to personal injury, death, or physical harm of the environment; (ix) directly or indirectly facilitation or condoning illegal activity, unauthorized use of copyrighted content, violence, or discrimination of any and all kinds. Licensee will protect Confidential Information from unauthorized use, access or disclosure in the same manner and to at least the same extent that Licensee would use to protect its own confidential and proprietary information of similar importance, but in any event, Licensee will use its reasonable efforts.

3. **GOVERNING LAW AND FORUM CHOICE.** These API Terms and any action related thereto will be governed by the laws of the State of California, United States, without regard to its conflict of laws provisions. Except as otherwise expressly set forth in Section 14 “Dispute Resolution,” the exclusive jurisdiction for all Disputes (defined below) that Licensee and Licensor are not required to arbitrate will be the courts located in the State or Federal Court of the State of California, Alameda County, and Licensee and Licensor each waive any objection to jurisdiction and venue in such courts.

#### 4. **DISPUTE RESOLUTION.**

(a) **Mandatory Arbitration of Disputes.** We each agree that any dispute, claim or controversy arising out of or relating to these API Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, “**Disputes**”) will be resolved **solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding.** Licensee and Licensor agree that the California Arbitration Act (as amended), and Federal Arbitration Act (if and as applicable), governs the interpretation and enforcement of these API Terms, and that Licensee and Licensor are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these API Terms.

(b) **Exceptions.** As a limited exception to Section 14(a) above, Licensor retains the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

(c) **Conducting Arbitration and Arbitration Rules.** The arbitration will be conducted by the JAMS San Francisco Resolution Center under its Arbitration Rules. The JAMS Arbitration Rules are available at <https://www.jamsadr.com/ad-rules-procedures>.

Any arbitration hearings will take place in the county (or parish) where Licensor operates, unless both parties agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

(d) Arbitration Costs. Payment of all filing, administration and arbitrator fees will be governed by the JAMS San Francisco Resolution Center, and Licensor won't seek to recover the administration and arbitrator fees Licensor is responsible for paying, unless the arbitrator finds Licensee's Dispute frivolous. If Licensor prevails in arbitration it will pay all of our attorneys' fees and costs and won't seek to recover them from Licensee. If Licensee prevails in arbitration Licensee will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

(e) Injunctive and Declaratory Relief. Except as provided in Section 14(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that Licensee or Licensor prevails on a claim and seeks public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

(f) Class Action Waiver. **LICENSEE AND LICENSOR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, if the parties' Dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with Licensee's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

(g) Severability. With the exception of any of the provisions in Section 14(f) of these API Terms ("**Class Action Waiver**"), if an arbitrator or court of competent jurisdiction decides that any part of these API Terms is invalid or unenforceable, the other parts of these API Terms will still apply.

**MODIFICATION OF API TERMS.** Licensor may modify any of these API Terms, at any time and in its sole discretion, by posting notice on the Licensor developer website or by otherwise notifying Licensee. If any modification is unacceptable to Licensee, Licensee's only recourse is to terminate these API Terms. Licensee's continued access and use of the API and the Services following such notice will constitute Licensee's acceptance of the modification.

**ASSIGNMENT.** Licensee may not assign or transfer these API Terms, by operation of law or otherwise, without Licensor's prior written consent. Any attempt by Licensee to assign or transfer these API Terms, without such consent, will be null. Licensor may freely assign or transfer these API Terms without restriction. Subject to the foregoing, these API Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

**GENERAL.** These API Terms constitute the entire and exclusive understanding and agreement between Licensor and Licensee regarding the API and Services, and these API Terms supersede and replace any and all prior oral or written understandings or agreements between Licensor and Licensee regarding the Licensor API and Licensor Services. If for any reason a court of competent jurisdiction finds any provision of these API Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these API Terms will remain in full force and effect. Any notices or other communications provided by Licensor under these API Terms, including those regarding modifications to these API Terms, will be given: (i) via email; or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Licensor's failure to enforce any right or provision of these API Terms will not be considered a waiver of

such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Licensor. Except as expressly set forth in these API Terms, the exercise by either party of any of its remedies under these API Terms will be without prejudice to its other remedies under these API Terms or otherwise.