

# API End User License Agreement Updated November 18, 2021

This API End User License Agreement (collectively referred to as the "EULA") sets out the terms and conditions under which Perigon, Inc. ("Perigon" or "Company") agrees to license its Application Programming Interface ("API") to the Licensee agreeing to this EULA (the "Licensee"). This agreement is a legally binding contract between you and Perigon, Inc. for the purposes of governing your access and use of the Perigon API and Perigon data services. PLEASE READ THE FOLLOWING CONDITIONS CAREFULLY. BY USING THE PERIGON API, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE FOLLOWING TERMS AND CONDITIONS, INCLUDING OUR STANDARD TERMS OF SERVICE (located at <a href="https://www.goperigon.com/terms">https://www.goperigon.com/terms</a>) AND OUR PRIVACY POLICY (located at <a href="https://www.goperigon.com/privacy">https://www.goperigon.com/privacy</a>). If you do not qualify or do not agree to the terms and conditions set forth, or our standard Terms of Service and Privacy Policy, then please do not access or use Perigon products or services.

- 1. License to the API. Subject to Licensee's compliance with these terms, Company grants Licensee a non-transferable and non-exclusive license to use the API within its applications and websites (collectively the "Properties"), or to use other services authorized by the Company in order to aggregate, analyze, integrate, monitor, hyperlink to news content, or publish related news data analysis to users of its Properties. Licensee acknowledges that failure of payment may result in service interruption or cancelation.
- 2. **Restrictions on Licensee's Use of the API.** Licensee agrees that its license to the API is subject to the following conditions:
  - a. Licensee will not use the API in connection with any application that constitutes or promotes illegal gambling, adult media (i.e., pornography), inflammatory content, violence, politically religious agendas and/or any known associations with hate, criminal and/or terrorist activities, discrimination, racism, harassment or hate speech against any individual or group, pirated content or content that violates a party's intellectual property rights, tobacco products, including e-cigarettes, firearms or ammunition, or any product that is illegal in the jurisdiction in or into which it is sold;
  - Licensee will only use the API in connection with the Properties that it owns and operates, and shall not sell, sublicense, give, rent, loan, lease, redistribute via API or similar feed, or otherwise make the API or its components available to any third party without the Company's prior express written consent;
  - c. Licensee shall not (i) reverse engineer, decompile, disassemble, or otherwise translate or derive the source code for the API, or attempt to do so;. (ii) use the API to create any software or service containing any malicious or harmful code; (iii) use the API to damage, detrimentally interfere with, surreptitiously intercept, or misappropriate any system or data; (iv) use the API in violation of applicable law or publisher copyrights; (v) circumvent or attempt to circumvent usage limits; or (vi) use the service at excessive levels that would degrade performance for other users.

- d. Licensee may and hereby is permitted to create derivative works of the API provided that such derivative works shall be subject to the conditions outlined in this agreement.
- e. Licensee acknowledges and agrees that the Company may change the nature of the API at any time in the Company's sole discretion without advance notice to Licensee, and that future versions of the API may no longer be compatible with any given Property. Licensee acknowledges and agrees that Company may stop (permanently or temporarily) providing the API (or any features or sources within the API) to Licensee at any time in the Company's sole discretion without prior notice to Licensee.
- f. Nothing in this EULA permits Licensee to use any of the Company's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features without the Company's prior express written consent.
- 3. **Term and Termination.** This EULA shall commence as of the Effective Date and shall remain in effect until terminated as provided herein. Either Party may terminate this EULA for any reason or for no reason at any time. Notwithstanding the foregoing, the Company may terminate this EULA immediately upon written notice to Licensee in the event the Company believes Licensee has breached <u>Section 2</u>, <u>4</u>, or <u>5</u> herein. Upon termination of this EULA, the license granted to the API pursuant to <u>Section 1</u> shall immediately terminate and Licensee shall no longer have any rights to use the API.
- 4. **Compliance with COPPA**: Perigon permits developers to use the service in applications "directed to children under 13" but Licensee must meet certain obligations, including obtaining verifiable parental consent. If you have questions about COPPA, the U.S. Federal Trade Commission provides a <u>COPPA FAQ</u> and you should consult your own legal advisor.
- 5. Use of API Data. Data and content accessible through the Company API can contain third-party content like news articles, headlines, text, images, media source data, rich media, and videos. This content will remain the sole responsibility of the original source, copyright holder, or those who make it publicly available. In some cases content accessible through our API may also be subject to intellectual property rights. If this is the case you may not use it unless you are licensed to do so or are otherwise permitted by law. Unless applicable by law or expressly permitted by the original source, content or copyright owner, you will not, and will not permit your end users or others acting on your behalf, to do any of the following with the data or content returned from the API:
  - a. Use the API or related data to reproduce or republish copyrighted material;
  - b. Use the API or related data in any manner that violates any laws directly or indirectly;
  - c. Misrepresent the ownership or the source of the data or content distributed by the API;
  - d. Misrepresent or manipulate the content or news distributed by the API;
  - e. Obscure, remove or change any copyright, trademark, or other proprietary notations;
  - f. Falsify or delete any author attributions, legal notices, or other labels of the origin or source of material;
  - g. Register multiple API keys with the Company, unless otherwise authorized by the Company.

#### 6. Confidentiality

- a. For purposes of this EULA, "Confidential Information" means and includes (a) the terms of this EULA, exhibit or amendment hereto; and (b) all proprietary information, data, trade secrets, business information, and any other information disclosed, in writing, visually, or orally by or on behalf of a Party ("Discloser") to the other Party ("Recipient") or to which Recipient obtains access in connection with the negotiation or performance of this EULA that is marked as "proprietary," "confidential," or in some other manner to indicate sensitive information. Confidential Information shall not include information that: (i) is already rightfully known to Recipient at the time it obtains Confidential Information from Discloser; (ii) is or becomes generally available to the public other than as a result of disclosure in breach of this EULA or any other confidentiality obligations; (iii) is lawfully received on a nonconfidential basis from a third party authorized to disclose such information; (iv) is contained in, or is capable of being discovered through examination of, publicly available records or materials; or (v) is developed by a Party without the use of any Confidential Information provided by the other Party.
- b. Discloser's Confidential Information shall remain the property of Discloser, and Recipient shall not be deemed, by virtue of this EULA or any access to Discloser's Confidential Information, to have acquired any right, title, or interest in or to Discloser's Confidential Information. Recipient agrees: (a) to hold Discloser's Confidential Information in strict confidence; (b) to limit disclosure of Confidential Information to Recipient's own employees and contractors who have a need to know for the purposes of this EULA and who have been advised of, and are bound to comply with, Recipient's obligations hereunder; (c) not to otherwise disclose any of Discloser's Confidential Information to any third party; (d) to use the Confidential Information solely and exclusively in accordance with the terms of this EULA in order to carry out its obligations or rights under this EULA; (e) to afford Discloser's Confidential Information at least the same level of protection against unauthorized disclosure or use as Recipient normally uses to protect its own information of a similar character, but in no event, less than reasonable care; and (f) to notify Discloser promptly of any unauthorized use or disclosure of Confidential Information and to cooperate with and assist Discloser in every reasonable way to stop or minimize such unauthorized use or disclosure.
- 7. **Intellectual Property Rights.** Each Party acknowledges and agrees that no intellectual property rights are or are intended to be transferred from one party to the other through this EULA.
- 8. Additional Representations and Warranties. Each Party represents that:
  - a. it has the right, power, and authority to enter into this EULA;
  - b. it has not relied and shall not rely upon the other Party for legal advice regarding its compliance with applicable law;
  - c. the execution and performance of this EULA shall not violate or conflict with the terms or conditions of any other agreement to which it is a party or by which it is bound.
- 9. **No Warranty** THE API IS BEING PROVIDED TO LICENSEE ON AN "AS-IS" AND "AS AVAILABLE" BASIS. THE COMPANY DOES NOT REPRESENT OR WARRANT THAT THE API OR THE RESULTS OBTAINED FROM ITS USE SHALL MEET THE REQUIREMENTS OR BUSINESS NEEDS OF LICENSEE OR ITS CUSTOMERS OR THAT THE API'S OPERATION SHALL BE UNINTERRUPTED OR ERROR-FREE. THE COMPANY MAKES NO REPRESENTATIONS AND WARRANTIES UNDER THIS EULA, AND HEREBY EXPRESSLY DISCLAIMS, ALL WARRANTIES, WHETHER WRITTEN OR ORAL,

EXPRESS OR IMPLIED, RELATING TO THE API, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE OR NON-INFRINGEMENT, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AND ANY IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. THE MATERIALS APPEARING ON Perigon'S WEBSITE OR THROUGH THE COMPANY API COULD INCLUDE TECHNICAL, TYPOGRAPHICAL, OR PHOTOGRAPHIC ERRORS. THE COMPANY DOES NOT WARRANT THAT ANY OF THE MATERIALS ON ITS WEBSITE OR THROUGH THE COMPANY API ARE ACCURATE, COMPLETE OR CURRENT. Perigon MAY MAKE CHANGES TO THE MATERIALS ON ITS WEBSITE AT ANY TIME WITHOUT NOTICE. HOWEVER THE COMPANY DOES NOT MAKE ANY COMMITMENT TO UPDATE THE MATERIALS. FURTHER, THE COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF THE MATERIALS ON ITS WEBSITE, THROUGH THE COMPANY API OR OTHERWISE RELATING TO SUCH MATERIALS OR ON ANY SITES LINKED TO OR FROM Perigon OR ITS API. Perigon CANNOT REVIEW ALL OF THE DATA OR CONTENT LINKED TO ITS WEBSITE OR AVAILABLE THROUGH ITS API, AND THEREFORE IS NOT RESPONSIBLE FOR THE CONTENTS OF ANY SUCH DATA OR CONTENT. THE INCLUSION OF ANY LINK DOES NOT IMPLY ENDORSEMENT BY THE COMPANY. USE OF ANY SUCH LINKED WEBSITE OR DATA IS AT THE LICENSEE'S OWN RISK.

10. Limitations of Liability IN NO EVENT SHALL THE COMPANY, WHETHER IN CONTRACT, TORT, EQUITY, OR OTHERWISE, BE LIABLE FOR: (A) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, COPYRIGHT, INFRINGEMENT OR EXEMPLARY DAMAGES (EVEN IF SUCH DAMAGES ARE FORESEEABLE, AND WHETHER OR NOT THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) ARISING FROM OR RELATING TO THIS EULA OR THE COMPANY API; OR (B) ANY DIRECT DAMAGES ARISING FROM OR RELATING TO THIS EULA OR THE COMPANY API.

#### 11. Indemnification

- a. Indemnification by Licensee. Licensee agrees to indemnify, defend, and hold the Company and its affiliates and their respective directors, officers, employees, and agents (collectively "Indemnified Company Persons") harmless from and against any Losses arising out of any lawsuit, action, claim, demand, administrative action, misappropriation, copyright or infringement claim, arbitration, or other legal proceeding brought or asserted against any Indemnified Company Person as a result of or in connection with: (a) Licensee's use of data provided by the Company or through the Company API; (b) Licensee's breach or alleged breach of any covenant or representation herein or of Licensee's own posted privacy policy (or similar posted privacy statement); (c) any violation of applicable law by Licensee or any other Indemnified Licensee Persons; (d) any copyright or infringement claim or lawsuit made by third-party publishers, businesses, authors, journalists, copyright or intellectual property holders, media companies or their affiliates; (e) any liability, costs or judgements arising from allegations that the Licensee's usage of the Company services or API infringes or misuses trademark, copyright, publishing, or intellectual property rights of any third party; or (f) any liability, costs or judgements arising from allegations that the Licensee's usage of the Company services or API is in violation of a third-party's terms of service.
- b. **Notice and Defense.** For any claim under this <u>Section 11</u>, (a) the indemnified party shall provide the indemnifying party with prompt written notice of such claim; (b) the indemnifying party shall have the right to control and direct the investigation, defense, and settlement of the claim; (c) the indemnifying party shall have no liability for any settlement or agreement entered into by the indemnified party without the indemnifying party's prior written consent; and (d) the indemnified party shall provide assistance as reasonably requested by the indemnifying party in connection with the investigation, defense, or settlement of the claim. In the event that the Licensee receives any form of a third-party infringement or copyright

claim that is associated with the data provided by the Company or its API, the Licensee agrees to provide immediate notice to the Company of such claim and subsequently remove any publication or distribution of the content related to the claim from their product or through any of their services within three (3) business days of receiving such claim.

## 12. Compliance with U.S. Treasury Sanctions and Extended Terms for United Kingdom Users

- a. Licensee hereby certifies that Licensee will not, sell, export or re-export, divert or transfer, or otherwise participate in any export transaction involving the Service with individuals or entities listed in the U.S. Commerce Department's Table of Denial Orders, the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of State's list of individuals debarred from receiving Munitions List items and other applicable lists.
- b. Licensee hereby certifies that Licensee will not violate U.S. law with respect to the U.S. consolidated screening list.
- c. Licensee's who are based in the United Kingdom, or seek to distribute news content within the United Kingdom, acknowledge that extended terms apply in accordance with conditions or obligations set forth by NLA Media Access, the United Kingdom's governing body for news publishing. Additional information about NLA Media Access can be obtained at <a href="https://www.nlamediaaccess.com/">https://www.nlamediaaccess.com/</a>. As such, some sources or content made available via the Company API may require a valid end user license with NLA Media Access. The Licensee agrees to establish necessary licenses and to maintain sufficient compliance through and with NLA Media Access and the United Kingdom's governing bodies for publishing or distributing news content. This EULA or access to the Company API does not constitute a license or compliance with NLA Media Access. The Company may disable access to data or content from sources that conflict with NLA Media Access obligations or the United Kingdom's regulations for distributing news content.

### 13. Miscellaneous

- a. Notices. All notices, requests, and approvals required by a Party under this EULA shall be in writing or email directed to the other Party. All such notices, requests, and approvals shall be deemed given upon the earlier receipt of email transmission during the normal business day or actual receipt thereof.
- b. **Governing Law.** This EULA shall be governed by the laws of the State of Texas without regard to choice of law principles.
- c. **Arbitration.** Any claim arising out of or in any way connected with this EULA between the Parties shall be resolved by one arbitrator, in accordance with the Commercial Arbitration Rules of the American Arbitration Association and shall be held in Travis County, Texas. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Arbitration costs shall be shared equally by the parties to the arbitration.
- d. **Assignment.** Licensee may not assign or delegate any rights or obligations under this EULA to any third party without the Company's prior written consent. Notwithstanding the foregoing, either Party may assign this EULA (along with all rights and obligations under it) to any of its corporate affiliates, parents or subsidiaries, or in conjunction with the sale or transfer of its assets associated with performance under this EULA.

- e. **Amendment.** No modification of this EULA or waiver of the terms and conditions hereof shall be binding upon the Parties unless approved in writing by each of the Parties.
- f. **Relationship of the Parties.** The Parties agree they are independent contractors to each other in performing their respective obligations hereunder. Nothing in this EULA or in the working relationship being established and developed hereunder shall be deemed, nor shall it cause the Parties to be treated as partners.
- g. **No Waiver.** Except as otherwise provided herein, the failure of either Party to enforce at any time the provisions of this EULA shall not be constituted to be a waiver of such provisions.
- h. **Severability.** If any provision of this EULA is held invalid or unenforceable at law, such provision shall be deemed stricken from this EULA and the remainder of this EULA shall continue in effect and be considered valid and enforceable.
- i. **Entire Agreement.** This EULA is the entire agreement between the Parties and supersede any and all prior understanding, agreements, or representations by or between the Parties, written or oral, which may have related to the subject matter hereof. There are no third party beneficiaries to this EULA.
- j. **Survival.** Sections 2, 4-7, and 9-13 shall survive termination of this EULA, to the extent contemplated by their terms.