

MIGHTYSIGNAL API TERMS OF SERVICE

These MightySignal API Terms of Service (these “**Terms**”) are a binding legal agreement between you and Exploration Labs, Inc., doing business as MightySignal (“**MightySignal**”, “**us**” or “**we**”) regarding your use of the Service (as defined below). BY SIGNING THE ORDER FORM OR OTHERWISE USING THE SERVICE, YOU ARE AGREEING TO BE LEGALLY BOUND BY THESE TERMS AND YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THESE TERMS, INCLUDING THE MIGHTYSIGNAL PRIVACY POLICY. If you are not eligible, or do not agree to these Terms, then please do not use the Service. Your specific use may also be subject to additional terms as provided to you by MightySignal. We welcome your input if you think there's anything we should change to help you build your business!

These Terms provide that all disputes between you and MightySignal will be resolved by BINDING ARBITRATION. YOU AGREE TO GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS CONTRACT (except for matters that may be taken to small claims court). Your rights will be determined by a NEUTRAL ARBITRATOR and NOT A JUDGE OR JURY and your claims cannot be brought as a class action. Please review Section 8.8 below for the details regarding your agreement to arbitrate any disputes with MightySignal.

You must be at least eighteen (18) years of age to use the Service. By agreeing to these Terms, you represent and warrant to us: (i) that you are at least eighteen (18) years of age; (ii) that you have not previously been suspended or removed from the Service; and (iii) that your registration and your use of the Service is in compliance with any and all applicable laws and regulations. If you are using the Service on behalf of an entity, organization, or company, you represent and warrant that you have the authority to bind such organization to these Terms and you agree to be bound by these Terms on behalf of such organization

1. DEFINITIONS

1.1 “**Application**” means your software application that incorporates the MightySignal API Service.

1.2 “**Intellectual Property Rights**” means all worldwide rights in, arising out of, or associated with: published and unpublished works of authorship, including compilations, databases, derivative works, maskworks, and software (including source code and object code), and all copyrights and all other rights corresponding thereto, including moral rights; inventions and discoveries, including all United States and foreign patents, and all registrations and applications therefor and all reissues, divisionals, re-examinations, corrections, renewals, extensions, provisionals, continuations and continuations-in-part thereof; trademarks, service marks, internet domain names, URLs, and other designations of origin, including all trademark and service mark registrations and applications therefor and all goodwill associated therewith throughout the world; and trade secrets, know-how, and confidential or proprietary information, including algorithms, customer and supplier lists, formulas, know-how, methods, processes, programs, prototypes, systems, and techniques, including all trade secrets and other rights in know how; and the right to sue for past, present, or future infringement of any of the foregoing.

1.3 “**Licensed API Content**” means any content that is delivered to the Application in response to a call on the MightySignal API Service.

1.4 “**MightySignal API Service**” means the services available through the application programming interface(s) provided to you by MightySignal.

1.5 “**MightySignal App Database**” means MightySignal’s proprietary database of mobile app-related information, data, attributes and other content, all compilations of the foregoing, data structures and formats, file structures and formats, as applicable to such compilations, as well as all other taxonomies contained within the database, including all documentation.

1.6 “**Service**” means, collectively, the MightySignal API Service, the Licensed API Content and the MightySignal App Database.

2. LICENSE GRANT AND RESTRICTIONS

2.1 Access to API. Subject to the terms and conditions of these Terms, during the term of your authorization only, you will have the right to access (via your Application) the MightySignal API Service and make calls on the MightySignal API Service up to the rates or other limitations specified by MightySignal.

2.2 License Grant. Subject to the terms and conditions of these Terms, MightySignal hereby grants to you a limited, personal, non-exclusive, nonsublicenseable, and nontransferable license to:

(a) Internally use and reproduce the Licensed API Content delivered to your Application via the MightySignal API Service; and

(b) internally use a reasonable number of copies of any documentation or materials provided or made available by MightySignal to you under these Terms solely to develop, test, use, and operate the Application.

2.3 Restrictions. You will not (and will not permit any third party to):

(a) store, use, or otherwise exploit any Licensed API Content for longer than necessary for your use case or aggregate any content contained in the MightySignal App Database to create databases or other compilations except as necessary for your permitted use case;

(b) transfer, disclose or distribute any portion of the MightySignal API Service, access to it or any content contained in it to any third party or use the Licensed API Content to compete in any way with any aspect of the Service;

(c) modify or otherwise create derivative works of the Service;

(d) reverse engineer, disassemble, decompile, or otherwise attempt to gain access to the source code of the Service (except to the extent permitted by applicable law) or remove, alter, or cover any copyright notices or other proprietary rights notices placed or embedded on or in any part of the Service; or

(e) interfere with the normal operation, or disable or circumvent any security features, of the Service or subject any portion of the Service to the terms of any “open source” or “creative commons” license.

2.4 Application Restrictions. Your Application must not, directly or indirectly, do any of the following:

(a) fail to correctly identify itself to the MightySignal App Database when requesting authorization; or

(b) facilitate the access, storage, distribution, or other exploitation of any content derived from the MightySignal App Database except as expressly permitted under these Terms.

2.5 Availability. MightySignal will make commercially reasonable efforts to make the Service available, other than during periods of planned maintenance and when performance issues are caused by factors beyond MightySignal’s reasonable control or result from your actions or omissions.

2.6 No Warranties. You will not make any representation or any express or implied warranty to third parties (including, to any end users of your Application) on behalf of MightySignal.

2.7 Privacy and Feedback. The MightySignal privacy policy (our “**Privacy Policy**”), located online at www.mightysignal.com/privacy, is incorporated by reference into these Terms. By agreeing to these Terms, you expressly acknowledge and agree that MightySignal may collect, process, transfer, and store information or data from or about you as described in the Privacy Policy. If you provide any input or suggestions regarding problems with or proposed modifications or improvements to the Service (“**Feedback**”) to MightySignal concerning the performance of or suggest improvements to the Service, you grant MightySignal a non-exclusive, irrevocable, perpetual, transferrable, royalty-free, fully paid-up license to use such Feedback, without regard to the content thereof, without payment or restriction.

2.8 Ownership of MightySignal App Database and Reservation of Rights. You agree and acknowledge that the Service, including all Intellectual Property Rights in the Service, is the sole and exclusive property of MightySignal and its licensors. You agree that the Service includes significant originality and creative authorship in the selection, organization, processing, and presentation of the information comprising the Service and that the Service includes material or an organization of material which is subject to national and international copyright protection. All rights

not expressly granted to you in these Terms are reserved to MightySignal, including all rights to MightySignal trademarks and goodwill.

2.9 Confidentiality. You will maintain the confidentiality of and not disclose to any third party: these Terms, all non-public information disclosed by MightySignal to you pursuant to these Terms, and all feedback, all Service performance data, and all other information obtained through use or access to the Service.

3. FEES AND PAYMENT

3.1 Fees and Payment Terms. You will pay MightySignal all fees agreed between you and MightySignal with respect to your use of the Service and MightySignal may charge your credit card for such fees without additional notice. MightySignal may choose to use a third party service provider for the purpose of effectuating these and other payments, and you understand and agree that your payments may be processed by, and may be subject to the terms of, such payment processors. If you fail to pay any amount due, MightySignal may terminate or suspend your access to the MightySignal API Service. If you believe that MightySignal incorrectly charged you, you must contact MightySignal in writing within 30 days of the applicable charge date, specifying the purported calculation error and the amount of adjustment or credit requested.

3.2 Taxes. Other than MightySignal's own income taxes, you will bear all taxes, duties, and other governmental charges (collectively, "taxes") resulting from these Terms. Taxes may be charged separately by MightySignal. If you have a tax exemption, you must notify MightySignal prior to MightySignal's issuance of an invoice. Upon request, you will provide MightySignal with appropriate evidence of tax payment or exemption.

3.3 Recurring Payments. MightySignal may enable you to select automatically renewing payments for your use of the Service on a monthly basis. The recurring fee for your use of the Service may be required by MightySignal to be paid in advance for the month following each recurring charge and is non-refundable except as expressly set forth in these Terms. Taxes may apply on the fee. If we change the fee for the Service, we will notify you in advance and allow you to accept the new fee amount or cancel your use of the Service. If the credit card(s) we have on file for you is/are declined for payment, you will have 30 days to provide us a new credit card or your access to the Service will be canceled. If you provide us with a new card and are successfully charged within 30 days, your new Service usage period will be based on the original renewal date and not the date of the successful charge. If your Service is terminated, you may be entitled to a refund, subject to limitations provided in this Section 4 of these Terms. UNLESS YOU NOTIFY US BEFORE A CHARGE THAT YOU WANT TO CANCEL OR DO NOT WANT TO AUTO RENEW, YOU UNDERSTAND YOUR ACCESS TO AND ABILITY TO USE THE SERVICE WILL AUTOMATICALLY CONTINUE INDEFINITELY AND YOU AUTHORIZE US (WITHOUT NOTICE TO YOU, UNLESS REQUIRED BY APPLICABLE LAW) TO COLLECT THE THEN-APPLICABLE SERVICE RECURRING FEE AND ANY TAXES, USING ANY CREDIT CARD WE HAVE ON RECORD FOR YOU.

4. TERM AND TERMINATION

4.1 Term. The term of these Terms begins when you register your account or otherwise first use the Service and will continue until terminated in accordance with the provisions of these Terms.

4.2 Termination. Either party may terminate these Terms without cause upon notice.

4.3 Effect of Termination. All unpaid amounts due under these Terms are due in full upon termination for any reason. No refunds will be given at the end of the term. Upon termination of these Terms for any reason, your licenses to the Service under these Terms will end and you will cease all use of the MightySignal API Service. Sections 1, 2 (except for Sections 2.1, 2.2 and 2.5), 3, 4.3 and 6 through 8 will survive any expiration or termination of these Terms.

5. MARKETING

You agree that MightySignal may issue a press release relating to your use of the Service, subject to your reasonable approval and that MightySignal may use your name and logo (following your brand guidelines) in digital and print marketing materials indicating that you are customer of.

6. INDEMNIFICATION

6.1 **Indemnification.** We will defend, indemnify, and hold you harmless from and against any harms, expenses, damages, and losses (“**Losses**”) arising out of any third party claim that the Service, as provided by MightySignal and when used by you in accordance with these Terms, infringes any United States patent or copyright that is issued or registered as of the Effective Date, excluding any claims where the alleged infringement is caused by the combination of the Service with any material or technology not provided by MightySignal. You will defend, indemnify, and hold MightySignal harmless from and against any Losses arising out of or in connection with any third party claim related to your use of the Service, the Application, any breach of these Terms, or any content provided by you.

6.2 **Procedure for Indemnification.** In the event of any claim under which a party (the “**Indemnifying Party**”) is obligated hereunder to indemnify the other party (the “**Indemnified Party**”), the Indemnified Party will provide the Indemnifying Party with prompt written notice of the claim and reasonable assistance, at the Indemnifying Party’s request and expense, with the defense and settlement of the claim, provided that Indemnifying Party must not settle any indemnified claim that requires any admission of wrongdoing or any obligation other than the payment of money that is the Indemnifying Party’s obligation to pay without the Indemnified Party’s prior written consent, which consent will not be unreasonably withheld, conditioned, or delayed.

6.3 **Limited Remedy.** This Section 6 states MightySignal’s sole and exclusive liability, and your sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third party Intellectual Property Rights by the Service.

7. LIMITATIONS OF LIABILITY

7.1 **DISCLAIMER OF WARRANTIES.** THE SERVICE AND ALL INTELLECTUAL PROPERTY RIGHTS MADE AVAILABLE OR LICENSED BY MIGHTYSIGNAL UNDER OR IN CONNECTION WITH THESE TERMS ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND. MIGHTYSIGNAL EXPRESSLY DISCLAIMS ALL WARRANTIES, DUTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY WITH RESPECT TO THE SERVICE, THE SECURITY OF ANY DATA PROCESSED IN RELATION TO THE SERVICE, AND ALL INTELLECTUAL PROPERTY RIGHTS RELATED TO THE SERVICE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

7.2 **LIMITATION OF LIABILITY.** NEITHER MIGHTYSIGNAL NOR ITS LICENSORS WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER, OR CONSEQUENTIAL DAMAGES ARISING FROM OR OTHERWISE RELATED TO THESE TERMS, EVEN IF MIGHTYSIGNAL OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. MIGHTYSIGNAL’S TOTAL LIABILITY TO YOU FOR ACTUAL DAMAGES FOR ANY CAUSE WHATSOEVER WILL BE LIMITED TO THE FEES PAYABLE BY YOU TO MIGHTYSIGNAL UNDER THESE TERMS DURING THE TWELVE MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO ANY CLAIM.

7.3 **INDEPENDENT ALLOCATIONS OF RISK.** EACH PROVISION OF THESE TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THESE TERMS BETWEEN THE PARTIES AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THESE TERMS. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED TO YOU BY MIGHTYSIGNAL AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THESE TERMS.

8. MISCELLANEOUS

8.1 **No Partnership, Joint Venture or Franchise.** These Terms will not be construed as creating a partnership, joint venture, or agency relationship or as granting a franchise. The parties are performing their obligations under these Terms as independent contractors.

8.2 **Assignability.** You may not assign (including by way of merger, reorganization, consolidation, or the sale of all or substantially all your assets or equity) your rights, duties, or obligations under these Terms without MightySignal’s prior written consent, which consent will not be unreasonably withheld. MightySignal may assign

these Terms without your consent to a successor if the successor agrees to assume and fulfill all of MightySignal's obligations under these Terms.

8.3 Notices. Any notice required or permitted to be given in accordance with these Terms will be effective two business days after mailing if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested to the address supplied by you upon registration for the Service in the case of notice by MightySignal, and to MightySignal's address set forth below in the case of notice from you.

8.4 Force Majeure. Neither party will be liable for, or be considered to be in breach of or default under these Terms on account of, any delay or failure to perform as required by these Terms as a result of any cause or condition beyond its reasonable control.

8.5 Construction and Interpretation. If any part of these Terms is found to be illegal, unenforceable, or invalid, the remaining portions of these Terms will remain in full force and effect. The headings appearing at the beginning of sections have been inserted for identification and reference purposes only and must not be used to interpret these Terms. The word "or" is used in the inclusive sense of "or" and the words "or," "any," and "either" are not exclusive. If any limitation or restriction on the grant of any license to you under these Terms is found to be illegal, unenforceable, or invalid, the license will immediately terminate. Failure by a party to enforce any provision of these Terms will not be deemed a waiver of future enforcement of that or any other provision. The parties have had an equal opportunity to participate in the drafting of these Terms and the MightySignal and no ambiguity will be construed against any party based upon a claim that the party drafted the ambiguous language.

8.6 Entire Agreement. These Terms are the final and complete expression of the agreement between the parties regarding the subject matter of these Terms and supersede all previous communications.

8.7 Governing Law and Disputes. These Terms will be governed in all respects in accordance with the local laws of the State of California, without reference to its choice of law rules and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. To the extent that any lawsuit or court proceeding is permitted hereunder, you and MightySignal agree to submit to the personal and exclusive jurisdiction of the state courts and federal courts located within San Francisco County, California, USA, for the purpose of litigating all such disputes. We operate the Service from our offices in the State of California, USA, and we make no representation that the Service is appropriate or available for use in other locations.

8.8 Dispute Resolution and Arbitration

(a) Generally. In the interest of resolving disputes between you and MightySignal in the most expedient and cost effective manner, you and MightySignal agree that any and all disputes arising in connection with these Terms shall be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Our agreement to arbitrate disputes includes, but is not limited to all claims arising out of or relating to any aspect of these Terms, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of these Terms. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND MIGHTYSIGNAL ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

(b) Exceptions. Notwithstanding subsection 8.8(a), we both agree that nothing herein will be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available, (iii) seek injunctive relief or other provisional relief in aid of arbitration from a court of law, or (iv) to file suit in a court of law to address intellectual property infringement claims.

(c) Arbitrator. Any arbitration between you and MightySignal will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "**AAA Rules**") of the American Arbitration Association ("**AAA**"), as modified by these Terms, and will be administered by the

AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting MightySignal.

(d) Notice; Process. A party who intends to seek arbitration must first send a written notice of the dispute to the other, by certified mail or Federal Express (signature required), or in the event that we do not have a physical address on file for you, by electronic mail ("**Notice**"). MightySignal's address for Notice is: Exploration Labs, Inc., 929 Market St, Ste 500, San Francisco, CA 94103, USA. The Notice must (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("**Demand**"). We agree to use good faith efforts to resolve the claim directly, but if we do not reach an agreement to do so within 30 days after the Notice is received, you or MightySignal may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or MightySignal shall not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. In the event our dispute is finally resolved through arbitration in your favor, MightySignal shall pay you (i) the amount awarded by the arbitrator, if any, (ii) the last written settlement amount offered by MightySignal in settlement of the dispute prior to the arbitrator's award; or (iii) \$1,000.00, whichever is greater.

(e) Fees. In the event that you commence arbitration in accordance with these Terms, MightySignal will reimburse you for your payment of the filing fee, unless your claim is for greater than \$10,000, in which case the payment of any fees shall be decided by the AAA Rules. Any arbitration hearings will take place at a location to be agreed upon in King County, Washington, USA, provided that if the claim is for \$10,000 or less, you may choose whether the arbitration will be conducted (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephonic hearing; or (iii) by an in-person hearing as established by the AAA Rules in the county (or parish) of your billing address. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In such case, you agree to reimburse MightySignal for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(f) No Class Actions. YOU AND MIGHTYSIGNAL AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and MightySignal agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

(g) Modifications. In the event that MightySignal makes any future change to this arbitration provision (other than a change to MightySignal's address for Notice), you may reject any such change by sending us written notice within 30 days of the change to MightySignal's address for Notice, in which case your account with MightySignal shall be immediately terminated and this arbitration provision, as in effect immediately prior to the amendments you reject shall survive.

(h) Enforceability. If subsection 8.8(f) is found to be unenforceable or if the entirety of this Section 8.8 is found to be unenforceable, then the entirety of this Section 8.8 shall be null and void and, in such case, the parties agree that the exclusive jurisdiction and venue described in Section 8.7 shall govern any action arising out of or related to these Terms.

8.9 Consent to Electronic Communications. By using the Service, you consent to receiving certain electronic communications from us as further described in our Privacy Policy. Please read our Privacy Policy to learn more about your choices regarding our electronic communications practices. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing.

8.10 Changes to the Terms. We reserve the right, at our discretion, to change these Terms on a going-forward basis at any time upon 7 days' advanced notice. Please check these Terms periodically for changes.

In the event that a change to these Terms materially modifies your rights or obligations, we will make reasonable efforts to notify you of such change. We may provide notice through a pop-up or banner within the Service, by sending an email to any address you may have used to register for an account, or through other mechanisms. Additionally, if the changed Terms materially modify your rights or obligations, we may require you to provide consent by accepting the changed Terms. If we require your acceptance of the changed Terms, changes are effective only after your acceptance. If you do not accept the changed Terms, we may terminate your access to and use of the Service. All other changes are effective upon publication of the changed Terms. Disputes arising under these Terms will be resolved in accordance with the Terms in effect at the time the dispute arose.

8.11 Contact Information. The services hereunder are offered by Exploration Labs, Inc., located at Exploration Labs, Inc., 880 Harrison Street, Suite 303C, San Francisco, CA 94107, USA. You may contact us by sending correspondence to the foregoing address or by emailing us at shane@mightysignal.com. If you are a California resident, you may have these Terms mailed to you electronically by sending a letter to the foregoing address with your electronic mail address and a request for these Terms.