TALLYGO SDK LICENSE AGREEMENT

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TALLYGO SOFTWARE DEVELOPMENT KIT

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   a. **Right to Use and Distribute**. The code and text files listed below are "Distributable Code."

      i. TallyGoKit.framework Files. You may copy and distribute the object code form of code listed in TallyGoKit.framework files within your own applications.

      ii. Reference Implementation Code. You may modify, copy, and distribute the source code form of code marked as "Reference Implementation" in the SDK.

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   b. **Distribution Requirements**. For any Distributable Code that You distribute, You must

      i. require distributors and external end users to agree to terms that protect it at least as much as this license; and

      ii. indemnify, defend, and hold harmless TallyGo from any claims, including attorneys' fees, related to the distribution or use of Your Authorized Applications.

   c. **Distribution Restrictions**. You may not

      i. alter any copyright, trademark or patent notice in the Distributable Code;

      ii. use TallyGo's trademarks in Your applications' names or in a way that suggests Your applications come from or are endorsed by TallyGo;

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2. others have the right to modify or create derivative works of it; and/or

3. it becomes redistributable at no charge.

4. **COMMUNITY TECHNOLOGY PREVIEWS**. The following additional terms apply to any SDK offered as part of a Community Technology Preview (CTP).

    a. PRE-RELEASE VERSION. This SDK is a pre-release version. It may not operate correctly or work the way a final version of the SDK will. TallyGo may change it for the final, commercial version. We also may not release a commercial version. IF YOU DECIDE TO MAKE USE OF ANY OF THE RIGHTS UNDER THIS LICENSE YOU AGREE THAT IT IS AT YOUR SOLE DISCRETION AND YOU ASSUME ALL RESPONSIBILITY FOR AND RISK OF ANY AND ALL DAMAGES THAT MAY RESULT FROM OR IN CONNECTION WITH THE SDK, INCLUDING WITHOUT LIMITATION, THE UNAVAILABILITY OR INTERRUPTION OF OPERATIONS OR THE LOSS OF ANY DATA OR OTHER CONTENT.

    b. Development and Testing Use. If you comply with the rest of these license terms, you may use the SDK to design, develop and test Authorized Applications. You may not distribute the Authorized Application or any Distributable Code in a live production environment unless expressly permitted by TallyGo.

5. **INTERNET-BASED SERVICES**. TallyGo provides Internet-based services with the SDK. It may change or cancel them at any time. You may not use this SDK or the TallyGo Services in any way that could harm the TallyGo Services or impair anyone else's use of it. You may not use the SDK or the TallyGo Services to try to gain unauthorized access to any service, data, account or network by any means. Some SDK features connect to TallyGo computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. **By using this SDK, you consent to the transmission of this information.**

6. **SCOPE OF LICENSES**. The SDK is licensed, not sold. This license only gives You some rights to use the SDK. TallyGo reserves all other rights. Unless applicable law gives You more rights despite this limitation, You may use the SDK only as expressly permitted in this license. In doing so, You must comply with any technical limitations in the SDK that only allow You to use it in certain ways. You may not:

   a. work around any technical limitations in the SDK;

   b. reverse engineer, decompile or disassemble the SDK, except and only to the extent that applicable law expressly permits, despite this limitation;

   c. make more copies of the SDK than specified in this license or allowed by, except and only to the extent applicable law expressly permits, despite this limitation; or

   d. publish the SDK for others to copy.

7. **YOUR DEVELOPER CREDENTIALS**. You agree that You are responsible for maintaining the confidentiality of any developer credentials that may be issued to you by TallyGo or which You may choose Yourself and that You will be solely responsible for all applications that are developed under Your developer credentials.

8. **PRIVACY AND INFORMATION**. In order to continually innovate and improve the SDK, TallyGo may collect certain usage statistics from the SDK and the TallyGo Services, including but not limited to a unique identifier, associated IP address, version number of the software, and information on which tools and/or services in the SDK are being used and how they are being used. The data collected is examined in the aggregate to improve the SDK.

9. **EXPORT RESTRICTIONS**. THE SDK IS SUBJECT TO UNITED STATES EXPORT LAWS AND REGULATIONS. YOU MUST COMPLY WITH ALL UNITED STATES, AND INTERNATIONAL EXPORT LAWS AND REGULATIONS, WHICH INCLUDE RESTRICTIONS ON DESTINATIONS, END USERS AND END USE.

10. **SUPPORT**. TallyGo is not obligated to provide any technical or other support ("**Support Services**") for the SDK or TallyGo Services to You. However, if TallyGo chooses to provide any Support Services to You, Your use of such Support Services will be governed by then-current TallyGo policies. With respect to any technical or other information You provide to TallyGo in connection with the Support Services, You agree that TallyGo has an unrestricted right to use such information for its business purposes, including for product support and development. TallyGo will not use such information in a form that personally identifies You.

11. **FEES**. TallyGo may choose in the future to charge for use of the SDK, the APIs and/or Services. If TallyGo in its sole discretion chooses to establish fees and payment terms for such use, TallyGo will provide notice of such terms as provided in Section 14 below, and You may elect to stop using the SDK, APIs and/or Services rather than incurring fees.

12. **TERMINATION**. TallyGo reserves the right to discontinue offering the SDK, APIs and TallyGo Services or to modify the SDK, APIs or TallyGo Services at any time in its sole discretion. If You are dissatisfied with any aspect of the SDK, APIs or TallyGo Services at any time, Your sole and exclusive remedy is to cease using them. Notwithstanding anything contained in the license to the contrary, TallyGo may also, in its sole discretion, terminate or suspend access to the APIs and TallyGo Services to You or any end user at any time. You acknowledge that termination and/or monetary damages may not be a sufficient remedy if You breach this license and that TallyGo will be entitled, without waiving any other rights or remedies, to injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction in the event of a breach. This Section and Sections 13, 15, 16, 17, 19, 20 and 21 will survive termination of this license or any discontinuation of the offering of the SDK, APIs or TallyGo Services, along with any other provisions that would reasonably be deemed to survive such events.

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14. **MODIFICATIONS; NOTICES**. If we change this contract, then we will give you notice before the change is in force. If you do not agree to these changes, then you must cancel and stop using the SDK, TallyGo Services and APIs before the changes are in force. If you do not stop using the SDK, TallyGo Services or APIs, then your use of the SDK, TallyGo Services or APIs will continue under the changed contract. TallyGo may give notices to You, at TallyGo's option, by posting on any portion of http://tallygo.com or by electronic mail to any e-mail address provided by You to TallyGo.

15. **ENTIRE AGREEMENT**. This License Agreement constitutes the whole legal agreement between You and TallyGo and governs Your use of the SDK and TallyGo Services, and completely replaces any prior agreements between You and TallyGo in relation to the SDK.

16. **BINDING ARBITRATION**. By using the SDK and TallyGo Services, You agree to submit to binding arbitration. In the event any dispute or claim arises against

TallyGo, such dispute or claim shall be handled by an arbitrator of TallyGo's choosing selected from the American Arbitration Association or National Arbitration Forum in the State of California. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to applicable rules. All decisions rendered by the arbitrator shall be final. The arbitrator's award is final and binding on all parties. The Federal Arbitration Act, and not any state arbitration law, shall govern all arbitration under this Arbitration clause.

17. **APPLICABLE LAW**. This License Agreement and Your relationship with TallyGo under the License Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You and TallyGo agree to the exclusive jurisdiction of the courts located within the county of Los Angeles, California to resolve any legal matter arising from the License Agreement. The prevailing party in such proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred in the proceeding from the non-prevailing party, as well as any reasonable attorneys' fees and costs that the prevailing party incurred prior to commencing the proceeding. Notwithstanding this, You agree that TallyGo shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction. You further agree that if TallyGo does not exercise or enforce any legal right or remedy which is contained in this License Agreement (or which TallyGo has the benefit of under any applicable law), this will not be taken to be a formal waiver of TallyGo's rights and that those rights or remedies will still be available to TallyGo.

18. **LEGAL EFFECT**. This agreement describes certain legal rights. You may have other rights under the laws of Your jurisdiction. This agreement does not change Your rights under the laws of Your jurisdiction if the laws of Your jurisdiction do not permit it to do so.

19. **INDEMNIFICATION.** To the maximum extent permitted by law, You agree to defend, indemnify and hold harmless TallyGo, its affiliates and their respective directors, officers, employees and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from (a) Your use of the SDK or TallyGo Services; (b) any application You develop on the SDK that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy, and (c) any non-compliance by You with the License Agreement.

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