



USER LICENSE AGREEMENT

Effective starting: January 1, 2024

This Aplos User License Agreement (“Agreement”) governs the implementation and use of the Aplos APIs, API Specification, and Services to allow a Software Application to interoperate with the Aplos Solution for internal development or testing purposes. If You are entering into this Agreement on behalf of an organization, You represent You have the authority to bind Your organization to this Agreement. If You do not have that authority, or if You do not agree with the terms of this Agreement, You may not implement the Aplos APIs or use the API Specification.

By clicking a button denoting acceptance of this Agreement, or by implementing, downloading or otherwise accessing the Aplos APIs, You agree to be legally bound by the terms of this Agreement. Your continued use and/or access of the downloaded materials shall also constitute assent to the terms of this Agreement.

This Agreement is effective between You and Aplos Analytics, Inc. (“Aplos”) as of the date of Your acceptance. You and Aplos are each individually referred to herein as a “Party,” and collectively as “Parties.”

1. Definitions

“API Limits” means restrictions (*e.g.*, rate limits and concurrency limits) to Your API calls as defined by Aplos.

“Application Programming Interface” or “API” means a collection of routines, classes, function parameters, protocols, webhooks, related libraries and other instructions provided in Source Code or Object Code form.

“API Specification” means a written description or definition of the routines, classes, function parameters, protocols, webhooks, related libraries and other instructions that allow a Software Application to interoperate with the Aplos Solution.

“Feedback” means suggestions or comments provided by You to Aplos that are related to Aplos products (*e.g.*, Aplos APIs or the Aplos Solution).

“Aplos API” means a collection of routines, classes, function parameters, protocols, related libraries, tools and other instructions that allow access to or interoperability with the Aplos Solution by a Software Application.

“Aplos Solution” means a service or services made available to You through the Aplos APIs.

“Object Code” means Source Code that has been interpreted, compiled or otherwise translated into a machine readable form.



“Software Application” means software authored by You in Object Code or Source Code form that accesses or otherwise interoperates with the Aplos Solution via the Aplos APIs.

“Source Code” means computer code in a human readable form and as such computer code that has not been interpreted or compiled.

“Use” means a right to perform or reproduce (as defined under 17 U.S.C. § 101 *et seq.*) or other applicable copyright statute but does not include any right of sublicense or distribution.

“You” or “Your” means you, the person entering into this Agreement or, if you are entering into this Agreement on behalf of an organization (or implementing the API Specification and associated Aplos APIs on behalf of or in a product owned or licensed by an organization), that organization.

2. Licenses and Restrictions

- A. Aplos API License. Subject to the provisions of this Agreement, Aplos grants You a world-wide, revocable, non-exclusive license, under Aplos copyrights, to Use the Aplos APIs to facilitate the interoperability of the Aplos Solution and the Software Application solely for internal development or testing purposes. You are granted this license provided that You adhere to the API Limits as a condition to receiving this license, and that You do not attempt to circumvent any such API Limits. You may, but have no obligation to, create a Software Application.
- B. Aplos API Specification License. Aplos grants You a world-wide, non-exclusive, royalty-free, revocable license, under Aplos copyrights, to Use the API Specification to enable interoperability between the Software Application and the Aplos Solution.
- C. Feedback License to Aplos. If You provide Feedback to Aplos, You grant to Aplos all legal right, title and interest in the Feedback. Further, to the extent Aplos requires the execution of one or more legal documents necessary to perfect these legal rights, You agree to execute all such documents for Aplos.
- D. Aplos API License Restrictions. Aplos retains legal title to the Aplos APIs under this Agreement, and You agree not to delete or alter any copyright (*e.g.*, “© Aplos Analytics, Inc.”) or other proprietary notices signifying Aplos’s ownership of this legal title. Additionally, You agree to and acknowledge the following license restrictions: (i) no right to commercially perform, distribute, or use the Aplos APIs (or sublicense any of the foregoing rights) is granted under this Agreement; (ii) none of the following rights are granted with respect to the Aplos APIs: the right to distribute, publicly display, or to create derivatives (*e.g.*, a superset or subset of the Aplos APIs); and (iii) the Aplos APIs shall not be used to access a service other than the Aplos Solution. Aplos may limit the number and/or frequency of API requests to the Aplos Solution, or any use of the APIs that could damage, disable, overburden, impair or otherwise interfere with the Aplos Solution.



- E. API Specification License Restrictions. Aplos retains legal title to the API Specification under this Agreement and You agree not to delete or alter any copyright (e.g., “© Aplos Analytics, Inc.”) or other proprietary notices signifying Aplos’s ownership of this legal title. Further, You agree to the following license restriction: You shall not make an unreasonable number of reproductions of the API Specification. Further, for avoidance of doubt, no right to: (i) distribute; (ii) sublicense; (iii) publicly display; or (iv) create derivatives of the API Specification is granted to You hereunder.

- F. You agree to the following usage restrictions: (i) to not use the Aplos APIs for any illegal, unauthorized or otherwise improper purposes, or in any manner which would violate this Agreement, or breach any laws or regulations, or violate the rights of third parties; (ii) to not remove any legal, copyright, trademark or other proprietary rights notices contained in or on materials You receive or access pursuant to this Agreement, including but not limited to, the Aplos APIs; (iii) to not charge, directly or indirectly, any incremental fees (including any unique, specific, or premium charges) for access to Your integration of the Aplos APIs in the Software Application; (iv) to not advertise the product or services of Aplos’s competitors in the Aplos Solution; (v) to not sell, lease, share, transfer, sublicense or fail to protect the confidentiality of any proprietary or confidential content obtained through the Aplos APIs, directly or indirectly, to any third party, including any data broker, ad network, ad exchange, or other advertising monetization-related party; (vi) to not use the Aplos APIs in a manner that, as determined by Aplos in its sole discretion, exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the API Limits; (vii) to not use the Aplos APIs in an application that competes with products or services offered by Aplos; (viii) to not use the Aplos APIs in conjunction with, or combine content from the APIs with Aplos content obtained through scraping or any other means outside the official Aplos APIs; (ix) to not interfere with or disrupt Aplos services or servers or networks connected to Aplos services, or disobey any requirements, procedures, policies or regulations of networks connected to Aplos services, or transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature through your use of the Aplos APIs; or (x) to not copy adapt, reformat, reverse-engineer, disassemble, decompile, download, translate or otherwise modify the Aplos APIs, the Aplos Solution, Aplos’s website other content or services, or any of our other services (including the Services), through automated or other means.

- G. No rights or licenses are granted except as expressly and unambiguously set forth herein. If You violate any of the foregoing restrictions, Aplos shall own all right, title and interest relating to any and all inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, using the Aplos API. You hereby agree to make all assignments necessary to accomplish the foregoing ownership.

- H. You shall enter into a valid and binding end user license agreement with all users of your application (the “EULA”) that contain provisions that contain all of the restrictions on the use of the Aplos Solution and the Aplos APIs as those contained in this Agreement.



Additionally such EULA shall contain limitations of liability and warranty disclaimers with respect to the Content consistent with the limitations contained herein.

- I. You shall pay the fees set forth in the service and/or order form or as otherwise agreed to by the parties. All fees shall be non-refundable, and payable in US dollars on the date they come due. Fees will be payable in the manner specified by Aplos. If based on Aplos invoices, such fees shall be payable within fifteen (15) days from the date on the applicable invoice. You shall also pay all sales, use, value-added and other taxes, tariffs and duties of any type assessed against Aplos except for taxes on Aplos's income. Aplos may disable Aplos APIs or Aplos Solution access in the event of a failure to pay.
- J. To use and access the Aplos API, You must obtain Aplos API credentials (a "Token") by becoming a subscriber. You may not share your Token with any third party, shall keep such Token and all login information secure, and shall use the Token as Your sole means of accessing the Aplos API.
- K. You agree to report to Aplos any errors or difficulties discovered and the characteristic conditions and symptoms of such errors and difficulties. Aplos is in no way obligated to provide You with any error correction or support, but may provide whatever error correction and/or support services Aplos may determine in its sole discretion (and anything it provides in connection therewith will be deemed part of the Aplos API).
- L. You agree that, while Aplos may not release any of Your data publicly without Your written approval, Aplos may use and disclose Your data (as well as the data of other Aplos licensees, users, and customers) for internal development purposes so long as such use is done in an anonymized fashion.

3. Services

- A. Aplos shall provide services in connection with the use of its Aplos Solution and the Aplos APIs. Such services shall include data storage related to the requests sent to the Aplos APIs and the responses to those requests (the "Services").
- B. Aplos strives to keep the Services up and running; however, all online services suffer occasional disruptions and outages, and Aplos is not liable for any disruption or loss You may suffer as a result. In the event of an outage, You may not be able to retrieve Your content or data that You have stored. You may wish to backup the content that you store related to Your data and the Services.

4. Warranty, Disclaimer, Indemnity, and Limitation of Liability

- A. Branding. You agree to respect and not infringe any Aplos trademarks (registered or otherwise), logos, or word marks (collectively "Marks") and the goodwill associated therewith. Further, you acknowledge that unless separately negotiated with Aplos, no



license (implied or explicit) to use the Marks and the goodwill associated therewith is provided herein.

- B. Disclaimer of Warranties. You acknowledge THAT the Aplos APIs AND THE API SPECIFICATION are provided “AS IS,” without warranty of any kind, and may not be functional on any machine or in any environment. TO THE EXTENT PERMITTED BY APPLICABLE LAW, APLOS DISCLAIMS ALL WARRANTIES RELATING TO THE APLOS SOLUTIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Aplos makes no representations or warranties regarding the suitability of the Aplos APIs OR THE API SPECIFICATION for your intended requirements or purposes, including for use with Your Software Application. Further, Aplos makes no representations or warranties regarding the integrity of data that You TRANSMIT, transfer, store, obtain or receive through use of the Aplos APIs. Aplos is not obligated to maintain or support the Aplos APIs, or to provide you with updates, fixes, or services related thereto. You assume all risk arising from use of the Aplos APIs, including, without limitation, the risk of damage to Your computer system, Software Application, the corruption or loss of data, and compliance with ALL applicable laws and regulations (including laws and regulations related to privacy and data protection).
- C. Indemnity. You shall defend, indemnify and hold harmless Aplos, its affiliates and their respective officers, directors, employees, agents and representatives from any and all claims, damages, liabilities, costs and fees (including reasonable attorneys’ fees) arising from the Software Application. The Parties agree to comply with the following process when Aplos seeks indemnification under this section and specifically that Aplos is to: (i) promptly give You written notice of the claim; (ii) give You sole control of the defense and settlement of the claim (provided that You may not settle any claim unless it unconditionally releases Aplos of all liability); and (iii) provide You, at Your cost, all reasonable assistance.
- D. Limitation of Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL APLOS BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR: (I) LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY; OR (II) ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES OR PROFITS; (III) ANY MATTER BEYOND ITS REASONABLE CONTROL; OR (IV) ANY AMOUNT IN THE AGGREGATE OVER \$100.

5. **Confidentiality.**

As used herein, Confidential Information means: (i) this existence of this Agreement itself, including Your use of the Aplos Solution and the Aplos APIs; (ii) any Feedback that You provide to Aplos pursuant to Section 2.C; and (iii) any Aplos business or technical information that is disclosed to You in connection with this Agreement, including, but not limited to, any information relating to Aplos’s plans, business opportunities, or research and development.



Confidential Information excludes any information that: (a) is or becomes generally known to the public other than as a result of Your breach of this Agreement; (b) is rightfully known to You at the time of disclosure without restrictions on use or disclosure; (c) is independently developed by You, without access to or use of any Confidential Information; or (d) is rightfully obtained by You from a third party who has the right to disclose it and who discloses it without restrictions on use or disclosure. You will maintain all Confidential Information in strict confidence and will not disclose Confidential Information to any third party, other than a contractor who needs to know for the purposes of this Agreement and who agrees in writing to treat the Confidential Information on terms no less protective than this Agreement. You will be liable for any such contractor's failure to treat the Confidential Information in accordance with this Agreement. You will not use Confidential Information, except as necessary for the performance of this Agreement.

6. Term and Termination

- A. Term. This Agreement will commence on the date You implement the Aplos APIs or the API Specification, and will continue until terminated as provided in Section(s) 6.B or Section 6.C (the "Term").
- B. Termination for Convenience. Aplos may terminate this Agreement for any reason with thirty (30) days' advance notice to You. Aplos may, in its sole discretion, reinstate Your ability to Use the APIs or API Specification. You may terminate the Agreement at any time by ceasing to Use the Aplos APIs, the API Specification, and disabling Your Software Application's ability to Use the Aplos APIs.
- C. Termination for Breach. Aplos may terminate this Agreement immediately upon written notice if You breach this Agreement. Aplos may, at its sole discretion, reinstate Your ability to Use the APIs or API Specification if You demonstrate that You have remedied any such breach.
- D. Emergency Suspension. If Aplos becomes aware of a situation where Your use of the Aplos APIs may unduly disrupt its delivery of the Aplos Solution to third parties (*e.g.*, customers of Aplos) generally, or if Aplos detects unauthorized third party access to the Aplos Solution (collectively referenced herein as an "Emergency"), Aplos may immediately suspend the offending use (and any rights licensed under this Agreement that enable such use). Any such suspension shall be to the minimum extent and duration needed to respond to the Emergency. At its sole discretion, Aplos may reinstate the use (and any rights granted in this Agreement that enable such a use) where the Emergency has been resolved.
- E. Survival Upon Termination. Upon termination of this Agreement, Your licenses to the Aplos APIs, and the API Specification under Sections 2.A (Aplos API License) and 2.B (Aplos API Specification License) shall immediately terminate. Notwithstanding the foregoing, Sections 2.C (Feedback License to Aplos), 2.L ((Aplos Use of Data for Internal Development), 3



(Warranty, Disclaimer, Indemnity, and Limitation of Liability), 5 (Confidentiality), and 7 (Miscellaneous) will survive any termination of this Agreement.

7. Miscellaneous

- A. Injunctive Relief. You acknowledge a violation of this Agreement may cause irreparable harm to Aplos that is not adequately compensable by monetary damages. In addition to other relief, You agree that temporary and permanent injunctive relief may be an appropriate remedy to prevent any actual or threatened violation hereunder.
- B. No Support. Unless otherwise agreed to in writing, Aplos shall not be responsible for providing any support, maintenance, or other services (or level of service) to You or a user of the Software Application for the Aplos APIs.
- C. Export Laws. You agree to comply fully with all U.S. export laws and regulations to ensure that neither the Aplos APIs nor any technical data related thereto nor any direct product thereof are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.
- D. Integration; Order of Precedence. Unless otherwise agreed to in writing between the Parties, this Agreement constitutes the entire agreement and supersedes any prior agreements (including any Aplos User License Agreement), and any prior or contemporaneous understandings, representations and other communications (whether written or oral) between the Parties with regard to the subject matter hereof. This Agreement may not be amended or modified except by a writing signed by both Parties hereto. The terms of this Agreement shall supersede and control over any conflicting or additional terms and conditions of any order, acknowledgement, or confirmation or other document issued by You, unless the Parties mutually agree in writing that such terms and conditions shall modify, supersede and control in the event of any inconsistency with this Agreement.
- E. Severability. If any provision of this Agreement, or the application thereof, becomes or is declared by a court of competent jurisdiction to be illegal, void or unenforceable, the remainder of this Agreement will continue in full force and effect and the application of such provision will be interpreted so as reasonably to effect the intent of the Parties.
- F. Force Majeure. If either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision (including, without limitation, for causes due to war, fire, earthquake, flood, hurricane, riots, acts of God, internet service provider failures or delays, denial of service attacks, or other similar causes), the affected Party's performance will be excused and the time for performance will be extended for the period of delay or inability to perform due to such occurrence; provided that, the affected Party: (i) provides the other Party with prompt notice of the nature and expected duration of the event; (ii) uses commercially reasonable efforts to address and mitigate the cause and effect of such event;



(iii) provides periodic notice of relevant developments; and (iv) provides prompt notice of the end of such event.

- G. Press Release; References. Unless a written waiver has been agreed to between the Parties, neither Party will issue a public statement or press release regarding this Agreement without the prior consent of the other Party. Notwithstanding the foregoing, Aplos, during the Term of this Agreement, will be permitted to publicly list You as a customer and you hereby grant Aplos a license to use Your standard logo for Aplos's promotional and marketing purposes in connection with this Agreement and your Software Application's interoperation with the Aplos Solution. Upon Aplos's prior written request, You will cooperate with Aplos to prepare a written description of Your use of the Aplos Solutions or Aplos APIs, and Aplos may provide such description to other prospective customers. Aplos will follow brand usage requirements concerning use of your logo if any are provided to Aplos by You.
- H. Aplos's Right of Modification. At Aplos's discretion, Aplos may modify the terms of this Agreement upon thirty (30) days' notice to You. If You continue using Aplos's APIs after the date such modifications become effective, you will be deemed to have accepted the modifications. If you do not wish to accept such modifications, you may terminate this Agreement in accordance with Section 6.B.
- I. Assignment. You may assign this Agreement in its entirety, whether by operation of law or otherwise, with the prior written consent of Aplos (not to be unreasonably withheld). Any attempt to assign Your rights or obligations under this Agreement in breach of this section will be void and of no effect. Aplos may assign this Agreement in its entirety whether by operation of law or otherwise without Your prior written consent.
- J. Implied License and Estoppel. Nothing in this Agreement shall be construed as granting a license via the doctrines of Implied License or Legal Estoppel to rights beyond what is expressly granted under this Agreement. Further, nothing in this Agreement shall be deemed a waiver of Aplos's intellectual property rights in the Aplos Solution, or other Aplos technologies. These intellectual property rights are reserved to Aplos. Through agreeing to the terms of this Agreement, You acknowledge that You are only licensed to the rights expressly enumerated in this Agreement and that the actions of the parties and/or the consideration granted under this Agreement is solely for these rights and for no others.
- K. Governing Law; Notices. This Agreement shall be governed by the laws of the State of Utah without regard to choice or conflicts of law rules. The exclusive jurisdiction and venue for any legal matter related to this Agreement shall be either the Fourth District Court of Utah (Utah County) or the United States District Court for District of Utah. Notices under this Agreement must be in writing and are deemed to have been given upon (i) personal delivery, (ii) the third business day after mailing, (ii) the first business day after sending by email. Notices to Aplos must be addressed to: "User License Agreement" and Aplos Analytics, Inc., 415 West 1200 North Suite C, Orem, UT 84057.