

# API Terms of Use

These Aegex API Terms of Use (“Terms”) describe the terms and conditions under which the Aegex group of entities, including all direct and indirect subsidiaries and affiliates that are controlled or are under common control with Aegex Technologies, LLC (collectively, “Aegex” or “we”) grant the user (“you”) the right to access and use the application programming interfaces or similar development tools, which establish an interface with Aegex’s products and services (“APIs”) that are made available by Aegex. If you use the APIs in conjunction with other Services (as defined below), then the terms applicable to those Services also apply. By completing any applicable registration process or by accessing or using any APIs offered by Aegex, you represent that you: (i) have the authority to bind the party using the APIs; and (ii) have read, understand, and agree to the Terms unless otherwise set forth in a separate written agreement between you and Aegex.

We may update these Terms from time to time. Your continued access to and use of any APIs constitutes your acceptance of the then-current Terms. If you do not agree with any modifications to these Terms, your only recourse is to discontinue your use of any APIs.

## 1. **Definitions**

- (a) **Application** means any software application, product, service, or website that you develop, own or operate to interact with any API.
  - (b) **Aegex Brands** means the name and related marks of any of the Services for which APIs are made available by Aegex including but not limited to NexVu and all related NexVu products, FACTS and all related FACTS Apps and FACTS Services, and SafesSy through its websites or properties.
  - (c) **Confidential Information** may include, but is not limited to, nonpublic information regarding the APIs or Aegex applications, products, services, data, ideas, inventions, features, software, techniques, technology, trade secrets, and business and financial information, or any other information relating to Aegex that becomes known to you through disclosure, observation or otherwise, and that either is designated as confidential by Aegex, by its nature would be generally deemed to be confidential information, or that is not generally known or readily ascertainable to the public.
  - (d) **Registration Data** means limited information about you collected by Aegex during the online registration process.
  - (e) **Services** means the Aegex software or service offerings as described in the Service Descriptions
2. **Registration.** In order to access or use an API, you must: (i) complete our registration process; (ii) electronically accept these Terms; and (iii) complete the registration for the Application utilizing the API you wish to access. You must separately register each Application you intend to develop. All registration requests can be submitted to support@aegex.com. Aegex may reject your Application registration in its sole discretion. In the event your Application registration is rejected by Aegex, you may submit a new

Application registration.

- (a) **Registration Data.** You represent and warrant that all Registration Data provided by you is current, complete, and accurate, and you are solely responsible for updating your Registration Data as necessary. Aegex reserves the right to remove your access to the APIs immediately if your Registration Data is found to be inaccurate, incomplete, or not current at any time. Registration Data is subject to automatic processing by Aegex for the purposes of managing your account, in accordance with our [Privacy Policy](#).
- (b) **Account Password/Security.** You are responsible for maintaining the confidentiality of your password and account and for all activities that occur under your account. You agree to notify Aegex immediately of any unauthorized use of your account or any other breach of security. Aegex is not liable for any loss that you may incur as a result of a third party using your password or account, either with or without your knowledge.
- (c) **Privacy.** Aegex's use of any information provided by you, including without limitation, Registration Data, is set forth in our Privacy Policy. You understand and agree that Aegex may access, preserve, or disclose your information if required to do so by law.

### 3. **Licenses and Restrictions.**

- (a) **API License.** Subject to these Terms, Aegex grants you a limited, revocable, non-exclusive non-sublicensable, non-transferable license to access the APIs: (i) to develop, test, and support your Application; and (ii) to enable end users of your Application to connect to and communicate with the applicable Services. You are not permitted to access or use the APIs beyond the scope of the description provided in the Application registration that has been accepted by Aegex.
- (b) **Integration Marketing.** Aegex or you list your Application, logo(s), along with related Aegex Brand(s) and nature of the integration offered on one or more of our respective websites, portals or marketplace properties, upon written consent from the other party, which consent shall not be unreasonably withheld or delayed. To the extent you utilize such functionality, you are fully responsible for the accuracy and completeness of such information, and Aegex will have no liability for it.
- (c) **Restrictions.** By using any APIs, you agree not to: (i) modify, prepare derivative works of, or reverse engineer, our APIs, Services, or technology; (ii) use our APIs or Services in a way that abuses or disrupts our networks, security systems, user accounts, or the Services, as determined by Aegex; (iii) access or use the APIs for fraudulent or illegal purposes, or for any purpose that may be harmful to Aegex or its Services; (iv) market, sell, or resell the APIs or the Services to any third party; (v) use the Services in violation of our policies, applicable laws, or regulations; (vi) use the APIs in any application, product, or service that competes with any application, product, or Service offered by Aegex, or to otherwise divert Aegex customers or potential customers from the Services; (vii) harvest, collect, divert, or gather customer, user, or end-user data of either Aegex or the service/offering to which this API is connected without lawful basis and written consent from Aegex; (viii) transmit through the APIs or Services any material that may infringe the intellectual property or other rights of third parties, or (ix) remove any proprietary rights notices on any APIs, the Aegex Brands, and any other materials you receive in connection with your use of the APIs; (x) make any representations with respect to Aegex, the Services, or these Terms; (xi) display the Aegex Brands in a manner that could reasonably imply an endorsement,

relationship, or affiliation with or sponsorship between you or a third party and Aegex; and/or (xii) access or use the APIs in a manner that exceeds a reasonable request volume or constitutes excessive or abusive usage, as determined by Aegex.

- (d) **Security and Privacy-by-Design.** You agree to implement appropriate, industry standard, secure coding, privacy-by-design, and other appropriate recognized security methodologies when designing your Application in a manner intended to protect any information accessible, processed, hosted, or transferred from either Aegex Services or any third-party service/product to which this API connects. Aegex reserves the right to test, validate, and/or inquire about your API use consistent with the requirements herein.
4. **Proprietary Rights and Aegex Marks.** You acknowledge that we or our licensors retain all proprietary right, title, and interest in the APIs, the Services, and the Aegex Brands, and any related intellectual property rights, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. You agree that you will not use or register any trademark, service mark, business name, domain name or social media account name or handle which incorporates in whole or in part the Aegex Marks or is similar to any of these.
5. **Termination.** Aegex reserves the right, in its sole discretion, and at any time, to change, suspend, or discontinue any API or suspend or terminate your rights to access or use the APIs or display the Aegex Brands. You may stop use of the APIs and terminate these Terms at any time by closing your account and ceasing all access and use of the APIs. Upon termination of these Terms, you will immediately discontinue all access and use of the APIs and cease to display the Aegex Brands. Neither party shall be liable for any damages resulting from a termination of these Terms in accordance with this Section; provided, however, the termination of these Terms shall not affect any claim arising prior to such termination. Sections 4 through 12 shall survive termination.
6. **Independent Development.** You understand and acknowledge that Aegex may from time to time independently create applications, products, or services that are similar to or competitive with your applications, products, or services, and nothing in these Terms will be construed as restricting or preventing Aegex from doing so, and that such activity will create no obligation to you.
7. **Confidentiality.** Unless expressly authorized in writing by Aegex, you shall not disclose to any third party any Confidential Information of Aegex or use such Confidential Information in any manner other than to perform your obligations under these Terms.

The foregoing restrictions do not apply to any information that: (i) is publicly disclosed through no fault of your own; (ii) is already lawfully in your possession and not subject to a confidentiality obligation to Aegex; (iii) becomes known to you from a third party having an apparent bona fide right to disclose the information; or (iv) is Confidential Information that you are obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, provided you supply Aegex with timely notice of such court order or subpoena. Furthermore, you will keep in confidence all passwords and/or other access information related to the APIs.

8. **Warranties.** You hereby warrant to Aegex that you have all necessary authority to enter into and perform your obligations under these Terms without the consent of any third party or breach of any contract or agreement with any third party, and that the use by others of your applications, products, or services shall not violate the rights of any third party (e.g., copyright, patent, trademark, or other proprietary rights) or any applicable law or regulation. You hereby acknowledge and agree that the APIs, current and any future version or release, are provided by Aegex on an “AS IS” and “AS AVAILABLE” basis. AEGEX EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. AEGEX MAKES NO WARRANTY THAT ANY OF THE APIs WILL MEET YOUR REQUIREMENTS OR THAT YOUR USE OF THE APIs WILL BE UNINTERRUPTED, TIMELY, OR ERROR-FREE; NOR DOES AEGEX MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE APIs OR THAT ANY DEFECTS IN THE APIs WILL BE CORRECTED. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM AEGEX OR THROUGH THE APIs SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.
9. **Limitation on Liability.** IN NO EVENT SHALL AEGEX BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER DAMAGES RELATED TO THESE TERMS, WHETHER DIRECT OR INDIRECT, INCLUDING BUT NOT LIMITED TO: (i) LOSS OF DATA; (ii) LOSS OF INCOME; (iii) LOSS OF OPPORTUNITY; (iv) LOST PROFITS; OR (v) COSTS OF RECOVERY OR ANY OTHER DAMAGES, HOWEVER CAUSED AND BASED ON ANY THEORY OF LIABILITY, AND INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHERWISE, AND WHETHER OR NOT AEGEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AEGEX’S LIABILITY HEREUNDER IS LIMITED TO \$50.00.
10. **Indemnification.** You agree to defend, indemnify, and hold harmless Aegex and its affiliates, and their respective directors, officers, agents, employees, consultants, and partners, from and against any third party claim arising from or in any way related to your use of the APIs, any violation of these Terms by you, or any other actions related to your use of the APIs, including any liability or expense arising from claims, losses, damages (actual or consequential), suits, judgments, litigation costs and reasonable attorneys’ fees, of every kind and nature.
11. **Choice of Law and Location for Resolving Disputes.** These Terms are governed by laws of the State of Delaware, without reference to its choice of law rules. Exclusive jurisdiction over and venue of any dispute arising out of or relating to these Terms will be in the appropriate state or federal courts of Delaware.
12. **Additional Terms.**
  - (a) **Relationship of the Parties.** You and Aegex are independent contractors. These Terms do not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.
  - (b) **Assignment.** You may not assign your rights or delegate your duties under these Terms either in whole or in part, by operation of law or otherwise and any such attempted

assignment or delegation shall be void.

- (c) **Force Majeure.** Neither party will be responsible for any delay, interruption or other failure to perform under these Terms due to acts beyond its reasonable control, but only for so long as such conditions persist. Force majeure events include, but are not limited to: natural disasters (e.g., lightning, earthquakes, hurricanes, floods); wars, riots, terrorist activities, and civil commotions; activities of local exchange carriers, telephone carriers, wireless carriers, Internet service providers, and other third parties; explosions and fires; embargoes, strikes, and labor disputes; governmental decrees; and any other cause beyond the reasonable control of a party.
- (d) **Notice** Aegex may provide you with notice via email, regular mail, and/or postings on the Aegex website.
- (e) **High-Risk Use.** You hereby acknowledge that the APIs and the Services are not designed or intended for access and/or use in or during high-risk activities including, but not limited to: medical procedures; online control of aircraft, air traffic, aircraft navigation or aircraft communications; or the design, construction, operation or maintenance of any nuclear facility. Aegex hereby expressly disclaims any express or implied warranty of fitness for such purposes.
- (f) **Compliance with Laws.** Both parties agree to comply with all applicable local, state, national and foreign laws, rules, and regulations, including, but not limited to, all applicable export and import laws and regulations, in connection with their performance, access and/or use of the APIs under these Terms.
- (g) **No Waiver.** The failure of either party in any one or more instance(s) to insist upon strict performance of any of the terms of these Terms will not be construed as a waiver or relinquishment of the right to assert or rely upon any such term(s) on any future occasion(s).
- (h) **No Third-Party Beneficiaries.** No person or entity not a party to these Terms will be deemed to be a third-party beneficiary of these Terms or any provision hereof.
- (i) **Entire Agreement.** These Terms set forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersede all prior and contemporaneous oral and written agreements and understandings with respect to the same. No waiver or amendment of any term or condition of these Terms shall be valid or binding on either party unless agreed to in writing by both parties. If any provision of these Terms is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from these Terms and the other provisions shall remain in full force and effect and the parties agree to comply with the remaining terms in a manner consistent with the original intent of these Terms. In the event of any conflict between the content of this document and the documents incorporated by reference, this document shall control with respect to your use of the APIs.
- (j) **Remedies.** You acknowledge that your breach of these Terms may cause irreparable harm to Aegex, the extent of which would be difficult to ascertain. Accordingly, you



agree that, in addition to any other remedies to which Aegex may be legally entitled, Aegex shall have the right to immediately seek injunctive relief in the event of a breach of these Terms by you or by any of your officers, employees, consultants or other agents.