

CAUSALY API LICENSE

The terms of this Causaly API License (“**API License**”) apply to Client’s use of the Causaly API as set forth in the Order Form.

1. LICENSE

For the purpose of this Section 1 (License) “**Intellectual Property Rights**” means any patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

- 1.1. As between Causaly and Client, all title, ownership rights, and Intellectual Property Rights in the Causaly API, and any data, materials and content made available by Causaly through the Causaly API (the “**Causaly API Content**”), and any copies or portions in respect of the same, shall remain with Causaly and/or its licensors.
- 1.2. The Causaly API Content may contain data, materials and content that are not under Causaly’s control, and such data is made available solely at the direction of and/or as a convenience to the Client (“**Third Party Content**”). Causaly is not responsible for, and makes no express or implied warranties with regard to, the information, content or other material, products, or services that are contained on or are accessible through, or the policies regarding use and privacy in respect of, Third Party Content. The Client shall access such Third Party Content at its own risk and it is the Client’s responsibility to ensure it has all applicable approvals required for such use.
- 1.3. Causaly grants to Client a limited, non-sublicensable, non-transferable, royalty-free, non-exclusive license to use the Causaly API only during the Term of this API License and solely for the purpose of accessing the Causaly API Content in accordance with the terms of this API License. Except as expressly permitted by this API License, the Client shall have no right to use any trademark, service mark, trade name or other designation of Causaly.
- 1.4. Client may, for the number of Authorised API Users defined in the Order Form and for internal business purposes only, use the Causaly API to:
 - 1.4.1. extract, maintain, display and use the Causaly API Content; and
 - 1.4.2. perform specific numerical or statistical analyses on the Causaly API Content, which may, without limitation, be used to produce reports, tables of data and other types of visualisations. Results of such analyses may be disclosed to certain permitted employees of the Client who are not Authorised API Users (“**Permitted End Users**”), as expressly agreed in the Order Form.
- 1.5. For the avoidance of doubt, this API License does not grant the Client the right to use the Causaly API Content and/or any data content and materials however derived from the Causaly API Content (“**Derived Data**”) for any commercial purpose. Notwithstanding this, where the Client has independently developed research during the Term through use of the Causaly API Content (“**Client API Research**”), such Client API Research shall belong to the Client and may be used for commercial purposes. The parties acknowledge and agree that the Client API Research expressly excludes any Causaly Intellectual Property Rights.
- 1.6. Client shall not distribute, sublicense or otherwise disclose to any third party any portion of the Causaly API Content or Derived Data, save to the extent expressly agreed in the Order Form. In the event the number of Authorised API Users (and Permitted End Users where applicable) increases during the Term, Client shall inform Causaly and accept a price review in line with such expanded access for the remainder of the current Term.
- 1.7. The Client acknowledges that Causaly may use any feedback the Client provides to Causaly in relation to its use of the Causaly API without any restriction and without payment of any kind to the Client. Feedback shall be used for Causaly internal business purposes only, including the improvement of the Causaly API, and will not be attributed to the Client or shared externally.

2. ACCESS

- 2.1. To use the Causaly API, the Client must obtain appropriate API credentials (an “**API Key**”). Each API Key will allow the Authorised API User to access the Causaly API. The Client acknowledges and agrees that the API Keys must be kept strictly confidential and must not be shared. The Client must not disclose an API Key to

any third party, and for the avoidance of doubt the API Keys shall not be shared to anyone within the Client's business, other than to Authorised API Users.

- 2.2. The Client acknowledges and agrees that it must prevent the use of API Keys in any Automated System, for the avoidance of doubt "**Automated System**" means any software and hardware that allows computer systems, network devices or machines to function without any manual intervention.
- 2.3. The Client is responsible for making all arrangements necessary for Authorised API Users to gain access to the Causaly API.
- 2.4. The Client must prevent any unauthorised access to, or use of, the Causaly API and must immediately notify Causaly if any such unauthorised access or use occurs. If the Client has any concerns about a potential misuse of API Keys, the Client shall immediately notify Causaly at support@causaly.com. Furthermore, the Client must immediately notify Causaly if the Client becomes aware that any API Key details are lost, stolen, or otherwise compromised.
- 2.5. If an Authorised API User leaves the business of the Client for any reason, the Client must ensure that such Authorised API User's right to access the Causaly API is immediately terminated.

3. CLIENT OBLIGATIONS AND ACKNOWLEDGEMENTS

- 3.1. Client agrees to use and test the Causaly API to provide timely feedback, comments, and suggestions ("**Feedback**") to Causaly on request as further detailed in the Order Form.
- 3.2. Client acknowledges and agrees that the Causaly API is for evaluation purposes only and not for production use, is not considered part of the Causaly Service pursuant to the Existing Agreements, is provided "AS IS" with no warranties of any kind whatsoever and may be subject to additional terms. Unless otherwise stated, the Causaly API trial period will expire upon the date that a version of the Causaly API becomes generally available or when Causaly elects to discontinue such Causaly API.
- 3.3. Client acknowledges and agrees that Causaly may discontinue the Causaly API at any time in its sole discretion with or without notice and makes no guarantee as to whether any or all of the Causaly API will be made generally available.

4. RESTRICTIONS

- 4.1. Client will not (and will not authorise, enable or permit any third party to):
 - 4.1.1. access the Causaly API in any manner that (i) compromises, breaks or circumvents any of Causaly's technical processes or security measures, (ii) poses a security vulnerability to Causaly, its customers, Causaly Service Features or (iii) tests the vulnerability of Causaly systems or networks;
 - 4.1.2. access the Causaly API and Causaly API Content in order to replicate or compete with Causaly or Causaly Services, or for any other benchmarking or competitive purposes;
 - 4.1.3. attempt to reverse engineer, disassemble, decompile, or otherwise derive source code, trade secrets, or know-how of the API or Causaly API Content;
 - 4.1.4. exceed the Quota Rate Limits detailed in the Order Form, or attempt to use the Causaly API in a manner that exceeds Quota and Rate Limits, or constitutes excessive or abusive usage, or otherwise impedes or impairs the performance of Causaly Service Features;
 - 4.1.5. modify, make derivative works of, or copy or use the Causaly API or the Causaly API Content, except as expressly specified in this API Agreement;
 - 4.1.6. provide, lend, sublicense, rent, loan, lease, sell, resell, transfer, assign, disclose, or otherwise distribute (except as expressly permitted in this API Agreement) the Causaly API, API Keys or Causaly API Content);
 - 4.1.7. access or use the Causaly API or any Causaly API Content in violation of any applicable law or regulation;
 - 4.1.8. use or access the Causaly API for the purposes of monitoring the availability, performance or functionality of any Causaly Services; or
 - 4.1.9. use the Causaly API to integrate Causaly API Content with Client databases or use the Causaly API to train machine learning models, systems and predictive models.
- 4.2. For the avoidance of doubt, in the event Client is in breach of sections 4.1.1 to 4.1.9, Client's ability to use the Causaly API and/or Causaly API Content may be suspended or access terminated.
- 4.3. Client acknowledges and agrees that Causaly shall on an ongoing basis, monitor Client's use of the Causaly API in order to improve the Causaly Service and Platform and to ensure Client's compliance with this API Agreement.

5. DISCLAIMERS.

- 5.1. CAUSALY SHALL HAVE NO LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH THE CAUSALY API, AND CLIENT USES THE CAUSALY API AT ITS OWN RISK.

- 5.2. FOR THE AVOIDANCE OF DOUBT ANY TERMS IN THE EXISTING AGREEMENTS THAT PROVIDE FOR ANY CAUSALY LIABILITIES OR INDEMNITIES SHALL NOT APPLY TO THE USE OF THE CAUSALY API, CLIENT DISCLAIMS ALL REMEDIES THAT MAY BE AVAILABLE TO YOU UNDER THE EXSITING AGREEMENTS AND AGREE THAT NO REMEDIES SHALL BE APPLICABLE TO THE CLIENT'S USE OF THE CAUSALY API, WHICH SHALL BE SUBJECT TO THIS API AGREEMENT ONLY.
- 5.3. EXCEPT AS EXPRESSLY SET FORTH IN THIS API AGREEMENT THE CAUSALY API PROVIDED HEREUNDER IS PROVIDED "AS IS" AND "AS AVAILABLE," AND NEITHER PARTY MAKES ANY WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE AND HEREBY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT EITHER PARTY MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.
6. **INDEMNITY.** Client shall indemnify and hold harmless Causaly and its respective officers, directors, employees, agents, successors and assigns, from and against all losses, damages, expenses directly or indirectly related to, arising from, or in connection with any claims related to a breach of this API Agreement.
7. **TERMINATION.**
 - 7.1. This API License shall commence on the Effective Date and will remain in effect until the end of the Term as agreed in the Order Form, or as otherwise provided for under this API License, including at any time by Causaly without notice.
 - 7.2. Without prejudice to any other rights and remedies available to Causaly, Causaly may immediately suspend the Client's use of the Causaly API and API Keys and Client's right to access the Causaly API without giving prior notice to the Client, in each case, at its discretion if the Client is:
 - 7.2.1. in actual or suspected material or persistent breach of this API License; or
 - 7.2.2. is in default of an Existing Agreement.
 - 7.3. The parties agree that any suspension under Section 7.2 shall continue until Causaly notifies the Client in writing that: (i) the relevant suspension has been lifted; or (ii) that the API License shall be terminated in accordance with this API License.
 - 7.4. On termination of this API License for any reason:
 - 7.4.1. all rights and licenses granted under the API License shall immediately terminate, and the Client's right to access and use and grant Authorised API Users the right to access and use the Causaly API and API Keys will terminate; and
 - 7.4.2. Client will promptly return or permanently delete from all computers, networks, third party or proprietary applications, databases, systems and storage media all copies of the Causaly API Content. Client shall provide Causaly with written certification once it completed its obligation under this Section 7.4.2.

Last updated: December 6, 2023