

zveloAPI Software Developer Terms of Agreement

This is a contract between you (the Developer) and us (zvelo) – (this “Agreement”). It describes how we will work together and other aspects of our business relationship. It is a legal document so some of the language is necessary “legalese”, but we have tried to make it as readable as possible. These terms are so important though, that we cannot have you participate in our Software Developer Program (the “Developer Program”) unless you agree to them.

Thank you for choosing to develop on the zvelo platform. Our mission is to make the web safer and more secure and we are committed to supporting developers and others who share this vision.

The Developer Program is designed to help developers, start-ups, entrepreneurs, and others who have creative application ideas, to access zvelo’s market leading malicious detection and content classification engine through the zveloAPI in order to develop Proof of Concepts, prototypes, conduct research, or simply experiment.

This Agreement outlines our expectations for all of our developers. This Agreement may not cover every type of application use case, and there may be instances where your application use case is not addressed by this Agreement. We reserve the right to take any action or steps necessary we deem necessary if your application use case violates the terms or spirit of this Agreement, or we feel that such action is necessary to preserve the integrity of our Developer Program.

Violations of this Agreement may result in your zvelo platform credentials being revoked. We reserve the right to make changes to this Agreement with or without notification to you.

If you have questions about this Agreement, please contact your zvelo account manager.

1. Definitions

- 1.1. "Agreement" means this Software Developer Program Agreement and all materials referred or linked to in here.
- 1.2. “Application(s)” means your Application or Integration that utilizes the zvelo platform and zvelo data.
- 1.3. “Developer” means the authorized actual user of the zvelo platform and APIs.
- 1.4. “Developer Program” means the Software Developer Program as described in this Agreement.
- 1.5. "We", "us", “our”, and “zvelo” means zvelo, Inc.
- 1.6. “You” means the party, other than zvelo, entering into this Agreement and participating in the Software Developer Program.
- 1.7. "zvelo Content" means all URLs, classifications, information, data, text, messages, software, sound, music, video, photographs, graphics, images, and tags that we incorporate into our products and services.

- 1.8. “zvelo Products” means all of our classification services, URLs, classifications, APIs and related software, data, services and workflows.

2. Developer Acceptance

- 2.1. Once you agree to the terms of the Developer Program, we will review your application and notify you whether you have been accepted to participate, or not. Before we accept you into the Developer Program, we may want to review your application with you, so we may reach out to you for more information.
- 2.2. If you are accepted to participate in the Developer Program, then upon notification of acceptance, the terms and conditions of this Agreement shall apply in full force and effect until terminated, pursuant to the terms set forth below.

3. zvelo Products

- 3.1. **License.** We will provide you with credentials to access the zvelo platform and APIs. You acknowledge that under the Developer Program you will be limited to a certain service limits, such as the number of URL or other queries to the zvelo API’s, and that zvelo may change the query limits with little or no notice.
- 3.2. **Non-Commercial Application(s).** You acknowledge that the application use case you develop that integrates, leverages or utilizes data from the zvelo platform and APIs shall only be used for non-commercial purposes such as developing Proof-of-Concepts, prototypes, research or experiments. You agree you will not publish any report or share any information on the zvelo data without prior written permission from zvelo.
- 3.3. **Modifications.** We reserve the right to modify the zvelo Products, including new releases or updates (each, a "Modification").
- 3.4. **Compliance with Agreement.** You agree to comply with the terms and conditions of the Agreement at all times.
- 3.5. **Audit Rights.** We reserve the right to, and you permit us, and/or third-party professionals working at our direction (including auditors, attorneys, consultants, and/or computer forensics analysts) (collectively, “Auditors”) to review or audit your books, records, agreements, access logs, third-party audit and examination reports, systems, networks, technologies, facilities (including physical and remote access to data centers and cloud facilities), controls, processes, policies and procedures, which relate to this Agreement or zvelo products to ensure compliance. Any such compliance review will be conducted during normal business hours and with reasonable prior written notice unless, in our sole judgment, the circumstances do not allow for prior notice, such as in the event of a data breach. If any review reveals any noncompliance: (i) you will reimburse us for all reasonable costs and expenses of such review and all re-reviews (if the noncompliance was material), (ii) you will immediately remedy such noncompliance, (iii) upon completion of such remediation, your authorized officer will certify in writing to us that you have addressed the non-compliance, and that you are now in compliance.

4. **Non-Exclusivity**

- 4.1. This Agreement does not create an exclusive agreement between you and us. Both you and we will have the right to develop and/or to work with other parties in connection with the design, sale, installation, implementation and use of similar services and products. Other Developer Program developers and zvelo may develop new features or products that are similar to or compete with your application.

5. **No Fees**

- 5.1. No fees, commissions or other payments will be due or payable under this Agreement. Each party is responsible for its own costs and expenses related to this Agreement.

6. **Your Duties and Restrictions**

- 6.1. During the term of this Agreement, you agree that you will not commercially offer an application that utilizes zvelo data or zvelo Products. You will not: (i) willfully tamper with the security of the zvelo Products, (ii) access data on the zvelo Products not intended for you, (iii) log into a server or account on the zvelo Products that you are not authorized to access, (iv) attempt to probe, scan or test the vulnerability of any zvelo Products or to breach the security or authentication measures without proper authorization, (v) willfully render any part of the zvelo Products unusable, (vi) lease, distribute, license, sell or otherwise commercially exploit the zvelo Products or make the zvelo Products available to a third party other than as contemplated in this Agreement, (vii) use the zvelo Products for time sharing or service bureau purposes or otherwise for the benefit of a third party, or (viii) provide to third parties any evaluation version of the zvelo Products without our prior written consent.
- 6.2. **Data Protection.** You agree to comply with all applicable data protection laws and regulations.
 - 6.2.1. You will not create application use cases that utilize zvelo data which violate the applicable data protection laws and regulations.
 - 6.2.2. You will not create application use cases which enable circumvention of the Agreement or zvelo Services and/or License Agreements.
 - 6.2.3. You will not sell, rent, exploit, or distribute zvelo data without express written consent from zvelo.
 - 6.2.4. You acknowledge and agree that you will not utilize or leverage the data accessed through the Software Developer Program for any commercial offering and that the data will strictly and solely be used for non-commercial applications.
 - 6.2.5. In the event zvelo Customer Data or the zvelo Platform is breached, compromised, or exploited by your Application and/or Integration, or by your organization, you must contact zvelo immediately.

6.3. Security

- 6.3.1. You will keep your zvelo Software Developer Program credentials and information confidential and will not share or disclose this information to any third party.
- 6.3.2. You will not transmit any viruses or other code that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any zvelo system or data.
- 6.3.3. You will not attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how in our APIs.
- 6.3.4. Compliance with Laws You are prohibited from using the zvelo Products, zvelo data or APIs for:
 - 6.3.4.1. Spamming, harassing, stalking, intimidating, or threatening any party.
 - 6.3.4.2. Facilitating violations of the law.

7. Support

- 7.1. We will make available to you, without charge, support for setting up and accessing the zvelo Products and APIs, during zvelo business hours.

8. Optional Participation

- 8.1. We may from time to time, and solely at our discretion, offer you the opportunity to participate in beta testing of new features of the zvelo Products, and to provide input to product roadmap features and functions.

9. Trademarks; Non-Disparagement

- 9.1. During the term of this Agreement, you may use our trademark as long as you follow the usage requirements in this section. You must: (i) only use the images of our trademark that we make available to you, without altering them in any way, (ii) and immediately comply if we request that you discontinue use. You must not: (i) use our trademark in a misleading way, (ii) use our trademark in a way that implies we endorse, sponsor or approve of your services or products, or (iii) use our trademark in violation of applicable law or in connection with an obscene, indecent, or unlawful topic or material. Further, you will not make any express or implied statement or suggestion, or use our trademark in a manner that dilutes, tarnishes, degrades, disparages or otherwise reflects adversely on us, or our business, products or services.

10. zvelo's Proprietary Rights

- 10.1. The zvelo Products are protected by intellectual property laws. The zvelo Products belong to and are the property of us or our licensors (if any). We retain all ownership rights in the zvelo Products, zvelo data, URLs, classifications, and meta data associated with the zvelo Products. You agree not to copy, rent, lease, sell, distribute, or create derivative works based on the zvelo Content, or the zvelo Products in whole or in part, by any means, except as expressly authorized in writing by us. zvelo, the zvelo logos, and other marks that we use from time to

time are our trademarks and you may not use them without our prior written permission, except as otherwise set forth in this Agreement.

- 10.2. We encourage all developers to comment on the zvelo Products and provide suggestions for improving them. You agree that all such comments and suggestions will be non-confidential and that we own all rights to use and incorporate them into the zvelo Products, without payment to you.

11. Confidentiality

- 11.1. As used in this Agreement, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, (i) that is designated as confidential, and (ii) zvelo customer and prospect information, whether or not otherwise designated as confidential. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party or (iii) was independently developed by the receiving party without reference to the Disclosing Party's Confidential Information. The Receiving Party shall: (i) protect the confidentiality of the Confidential Information of the Disclosing Party using the same degree of care that it uses with its own confidential information, but in no event less than reasonable care, (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, (iii) not disclose Confidential Information of the Disclosing Party to any third party, and (iv) limit access to Confidential Information of the Disclosing Party to its employees, contractors and agents. The Receiving Party may disclose Confidential Information of the Disclosing Party if required to do so under any federal, state, or local law, statute, rule or regulation, subpoena or legal process.

12. Term and Termination

- 12.1. **Term.** This Agreement will apply for as long as you participate in the Developer Program, until terminated.
- 12.2. **Termination Without Cause.** Both you and we may terminate this Agreement on thirty (30) days written notice to the other party.
- 12.3. **Termination for Cause.** We may terminate this Agreement and/or suspend your access to the zvelo Products: (i) upon thirty (30) days' notice to you of a material breach if such breach remains uncured at the expiration of such period, (ii) immediately, if you violate applicable local, state, federal, or foreign laws or regulations, (iii) immediately if you breach the terms applicable to your subscription with us (if you have one), including if you default on your payment obligations to us for such subscription, or (iv) immediately, if we determine that you are acting in a way that has or may negatively reflect on or affect us, our prospects, or our customers.
- 12.4. **Effects of Expiration/Termination.** Upon termination or expiration of this Agreement, you will immediately remove any zvelo data from any and all systems from which you have installed or

distributed such data, as well as destroy or return all zvelo materials, documentation, credentials or other information from zvelo.

13. Representations and Warranties

13.1. You represent and warrant that: (i) you have full power and authority to enter into this Agreement and that it is binding upon you and enforceable in accordance with its terms, or (ii) your participation in this Developer Program will not conflict with any of your existing agreements or arrangements.

14. Indemnification

14.1. You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) to the extent that such Action is based upon or arises out of: (a) your participation in the Developer Program, or (b) your noncompliance with or breach of this Agreement. We will: notify you in writing within thirty (30) days of our becoming aware of any such claim, give you sole control of the defense or settlement of such a claim, and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us, (ii) requires us to make an admission, or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

15. Disclaimers; Limitations of Liability

15.1. Disclaimer of Warranties. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE ZVELO PRODUCTS, ZVELO CONTENT, OR THE DEVELOPER PROGRAM FOR ANY PURPOSE. TO THE EXTENT PERMITTED BY LAW, THE ZVELO PRODUCTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE ZVELO PRODUCTS AND THE OPTIONAL PARTICIPANT PROGRAMS, INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

15.2. No Indirect Damages. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

15.3. Limitation of Liability. IF, NOTWITHSTANDING THE OTHER TERMS OF THIS AGREEMENT, WE ARE DETERMINED TO HAVE ANY LIABILITY TO YOU OR ANY THIRD PARTY, THE PARTIES AGREE THAT OUR AGGREGATE LIABILITY WILL BE LIMITED TO FIVE THOUSAND DOLLARS.

16. Non-Solicitation

16.1. You and we agree not to intentionally solicit for employment, any of our respective employees or contractors, during the term of this Agreement and for a period of twelve (12) months following the termination or expiration of this Agreement.

17. General

17.1. Amendment; No Waiver. We may update and change any part or all of this Agreement. The updated Agreement will become effective and binding on the next business day after it is posted. When we change this Agreement, the "Last Modified" date above will be updated to reflect the date of the most recent version. We encourage you to review this Agreement periodically.

If you do not agree with a modification to this Agreement, you must notify us in writing within thirty (30) days after the modification. If you give us this notice, this Agreement will terminate ten (10) days after we receive this notice and our relationship will continue to be governed by the terms and conditions of the version of this Agreement applicable immediately prior to modification for the remainder of the Agreement term. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

17.2. Applicable Law. This Agreement shall be governed by the laws of Colorado, without regard to the conflict of laws provisions thereof. In the event either of us initiates an action in connection with this Agreement or any other dispute between the parties, the exclusive venue and jurisdiction of such action shall be in the state and federal courts in Denver, Colorado.

17.3. Force Majeure. Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

17.4. Relationship of the Parties. Both you and we agree that no joint venture, partnership, employment, or agency relationship exists between you and us as a result of this Agreement.

17.5. Severability. If any part of this Agreement is determined to be invalid or unenforceable by applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in effect.

17.6. Notices. Notice will be sent to the contact address set forth herein (as such may be changed by notice given to the other party) and will be deemed delivered as of the date of actual receipt.

To zvelo, Inc.: zvelo, Inc., 8350 East Crescent Parkway, Suite 450, Greenwood Village, Colorado 80111, U.S.A. Attention: General Counsel

To you: Your address as provided in your account information provided to zvelo. We may give electronic notices specific to you by email to your e-mail address(es) on record in our account information for you. We may give notice to you by telephone calls to the telephone numbers on record in our account information for you.

17.7. Entire Agreement. This Agreement is the entire agreement between us for Developer Program and supersedes all other proposals and agreements (including all prior versions of the agreement applicable to the Software Developer Program, if any), whether electronic, oral or written, between us. We object to and reject any additional or different terms proposed by you, including those contained in your purchase order, acceptance or website. Our obligations are not contingent on the delivery of any future functionality or features of the zvelo Products or dependent on any oral or written public comments made by us regarding future functionality or features of the zvelo Products. It is the express wish of both you and us that this Agreement and all related documents be drawn up in English. We might make versions of this Agreement available in languages other than English. If we do, the English version of this Agreement will govern our relationship and the translated version is provided for convenience only and will not be interpreted to modify the English version of this Agreement.

17.8. Assignment. You will not assign or transfer this Agreement, including any assignment or transfer by reason of merger, reorganization, sale of all or substantially all of its assets, change of control or operation of law, without our prior written consent. We may assign this Agreement to any affiliate or in the event of merger, reorganization, sale of all or substantially all of our assets, change of control or operation of law.

17.9. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the parties hereto) any right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

17.10. Authority. Each party represents and warrants to the other that it has full power and authority to enter into this Agreement and that it is binding upon such party and enforceable in accordance with its terms.