

# API LICENSE ADDENDUM

This API License Addendum (this “**Addendum**”) concerns certain API licenses relating to the Stella Source services for which you or the entity on whose behalf you are contracting (“**Subscriber**”) have agreed to receive pursuant a prior agreement (the “**Agreement**”) between Subscriber and Stella Source, Inc. (“**Stella Source**,” and Stella Source and Subscriber each a “**Party**”). The Addendum has an “**Effective Date**” as of the date accepted by Subscriber (electronically or otherwise). Stella Source desires to license the API to Subscriber for use in connection with Stella Source’s System, and Subscriber desires to receive such license subject to the terms and conditions of the Agreement and such additional terms set forth in this Addendum. **BY DOWNLOADING OR OTHERWISE ACCEPTING DELIVERY OF THE API, YOU ARE AGREEING TO THE TERMS AND CONDITIONS OF THIS ADDENDUM ON BEHALF OF SUBSCRIBER. IF YOU DO NOT WISH TO AGREE TO THE ADDENDUM, DO NOT DOWNLOAD OR USE THE API.**

The Parties agree as follows:

## 1. Definitions.

- a. “**API**” means the applicable application programming interface obtained from and made available by Stella Source, which may be updated from time to time in Stella Source’s sole discretion.
- b. “**API Documentation**” means the API documentation as may be made available by Stella Source in connection with the use or implementation of the API.
- c. “**Application**” means Subscriber’s software that interacts with the API.
- d. “**Customer**” means a third party having access to Subscriber’s Application and through such access the API and Stella Source System.
- e. “**Order Form**” means the document, acknowledgement, sales order form, order screen, purchase screen, or other paper or electronic record setting forth the accounts or other purchase information for accessing the Stella Source System and the Fees to be paid by Subscriber for such access.
- f. “**Stella Source System**” means the technology and application software made available by Stella Source on a hosted basis as listed and described at <https://www.stellasource.com>.

## 2. Intellectual Property; Licenses.

- a. License Grant of API and Related Marks. Stella Source hereby grants Subscriber a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of the Addendum to (i) copy and use the API solely for the purposes of integrating the API into the Application and to communicate and interoperate with the Stella Source System; and (ii) to the extent that the API and Application are intended to be used by Customers in connection with Customers’ license of both Stella Source’s System and Subscriber’s Application, display certain trademarks owned by Stella Source in compliance with usage guidelines that Stella Source may specify from time to time solely in connection with the use of the API and the Application and the marketing or advertising thereof.
- b. Use Restrictions. Subscriber shall not copy or use the API for any purposes beyond the scope of the license granted in this Addendum. Without limiting the foregoing and except as expressly set forth in this Addendum, Subscriber shall not at any time, and shall not permit others to: (i) copy, modify, or create derivative works of the API, in whole or in part; (ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the API except as may be agreed by the Parties herein or in another agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the API, in whole or in part; (iv) remove any proprietary notices

from the API; (v) use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (vi) design or permit the Application to disable, override, or otherwise interfere with any Stella Source-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; or (vii) use the API or the Application to replicate or attempt to replace the user experience of the Stella Source System.

- c. Intellectual Property Ownership. As between Subscriber and Stella Source, (i) Stella Source (or its third-party providers) owns all right, title, and interest, including all intellectual property rights, in and to the API, the Stella Source System, and the Stella Source trademarks and (ii) Subscriber owns all right, title, and interest, including all intellectual property rights, in and to the Application. Neither Party grants any rights in and to their respective assets except as licensed expressly in this Addendum. Subscriber's use of the Stella Source trademarks shall inure to the benefit of Stella Source and Subscriber, respectively, together with all goodwill appertaining thereto. Except for the limited rights and licenses expressly granted under this Addendum, nothing in this Addendum grants to Subscriber or any third party, by implication, waiver, estoppel, or otherwise, any intellectual property rights or other right, title, or interest in or to the API.
- d. License of Stella Source System for Testing and Configuration. Stella Source shall make available to Subscriber a non-exclusive, revocable, non-transferrable, non-sublicensable license to access and use the Stella Source System for the purpose of Subscriber testing and configuring the API or the Application in connection with Subscriber's or its Customers' use of or access to the Stella Source System (whether direct or indirectly through the Application). Subscriber acknowledges and agrees that the license granted in this Section does not entitle Subscriber to receive services provided through the Stella Source System with respect to Subscriber's own internal business, and that any such rights must be granted through a separate license agreement.
- e. No License of API or Stella Source System to Customers Through Subscriber. To the extent any Customer of Subscriber desires to license the API in connection with Customer's use of the Application and/or the Stella Source System shall obtain such license directly from Stella Source.

### 3. Subscriber Responsibilities.

- a. Subscriber may be required to obtain a security key or other authenticating information that Stella Source provides Subscriber to access the API (an "**API Key**"). Subscriber may not share the API Key with any third party, must keep the API Key and all log-in information secure, and must use the API Key as Subscriber's sole means of accessing the API.
- b. Subscriber shall comply with all terms and conditions of this Addendum, all applicable laws, rules, and regulations. Subscriber is solely responsible for posting any privacy notices and obtaining any consents from Subscriber's Customers accessing the API or the Stella Source System through the Application, as required under applicable laws, rules, and regulations for such use.
- c. Subscriber will use commercially reasonable efforts to safeguard the API (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Subscriber will promptly notify Stella Source if Subscriber becomes aware of any infringement of any intellectual property rights in the API and will fully cooperate with Stella Source in any legal action taken by Stella Source to enforce Stella Source's intellectual property rights.

4. Maintenance. Stella Source shall maintain the API in a manner compatible with the Stella Source System during the Term of the Addendum.

### 5. Fees and Payment.

- a. Fees. Subscriber shall pay Stella Source the fees (“Fees”) set forth in the Order Form. Subscriber shall make all payments hereunder in US dollars. If Subscriber fails to make any payment when due, in addition to all other remedies that may be available, Stella Source may charge interest on the past due amount at the rate of 1.5% per month, or the highest rate permitted under applicable law, whichever is lower.
  - b. Taxes. All Fees and other amounts payable by Subscriber under this Addendum are exclusive of taxes and similar assessments. Subscriber is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Subscriber hereunder, other than any taxes imposed on Stella Source's income.
  - c. Payment. Subscriber shall pay Stella Source all undisputed Fees when due under the Order Form.
6. Confidential Information. The Parties acknowledge and agree that the API and API Documentation shall be deemed Confidential Information of Stella Source pursuant to the Agreement.
7. Warranty; Disclaimers.
  - a. Stella Source represents and warrants that the API will conform to the API Documentation.
  - b. OTHER THAN THE FOREGOING, THE API IS PROVIDED “AS IS” AND STELLA SOURCE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. Stella Source SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE OF THE API.
8. Indemnification. In addition to any indemnification obligation set forth in the Agreement:
  - a. Subscriber Indemnification. Subscriber agrees to indemnify, defend, and hold harmless Stella Source and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to any claim arising from or related to (i) the Application (unless such claim arises from Stella Source's unauthorized use thereof), and (ii) Subscriber's use of the API in connection with the Application (except to the extent that such claim arises from an allegation that the API infringes any third party intellectual property rights).
  - b. Stella Source Indemnification. Stella Source agrees to indemnify, defend, and hold harmless Subscriber and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to any claim that the API infringes any third party intellectual property rights.
9. Limitations of Liability. IN NO EVENT WILL STELLA SOURCE BE LIABLE UNDER OR IN CONNECTION WITH THIS ADDENDUM UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, ARISING OUT OF THE USE OR INABILITY TO USE THE API FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR STELLA SOURCE SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER STELLA SOURCE WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL STELLA SOURCE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY,

INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO STELLA SOURCE UNDER THIS ADDENDUM IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Term and Termination.

a. Term. The initial term of this Addendum begins on the Effective Date and, unless terminated earlier pursuant to any of the Addendum's express provisions, will continue in effect until the expiration of the Agreement, unless otherwise specified in the Order Form (the "**Term**").

b. Termination.

i. Either Party may terminate this Addendum, effective on written notice to the other Party, if the other Party materially breaches this Addendum, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

ii. Either Party may terminate this Addendum, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

iii. In the event that Stella Source decides to terminate the commercialization, sale, or licensing of the Stella Source System, or the other Agreement is terminated for any reason, this Addendum shall automatically terminated without additional notice to Subscriber effective upon the termination of the Stella Source System or the Agreement.

c. Effect of Expiration or Termination. Upon expiration or termination of this Addendum for any reason all licenses and rights granted to each Party under this Addendum will also terminate. Subscriber must cease using, destroy, and permanently erase all copies of the API from all devices and systems Subscriber directly controls.

d. Survival. Sections 2(b), 2(c), 8, 9, and 11 will survive termination.

11. Miscellaneous.

a. Entire Agreement. This Addendum constitutes the sole and entire agreement of the Parties with respect to the API and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Addendum and the Agreement, this Addendum shall control as to matters pertaining to the API, and the Agreement shall control in all other respects.

b. Severability. If any provision of this Addendum is invalid, illegal, or unenforceable in an applicable jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Addendum or invalidate or render unenforceable such term or provision in any other jurisdiction.

c. Governing Law and Jurisdiction. This Addendum is governed by and construed in accordance with the internal laws of the State of Alabama without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Alabama. Any legal suit, action, or proceeding arising out of or related to this Addendum or the licenses

granted hereunder will be instituted in the federal courts of the United States or the courts of the State of Alabama, in each case located in the city of Birmingham and County of Jefferson, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

- d. Assignment. Subscriber may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Stella Source. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Addendum is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.
- e. Export Regulation. The API may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Subscriber shall not, directly or indirectly, export, re-export, or release the API to, or make the API accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Subscriber shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the API available outside the US.
- f. Equitable Relief. Subscriber acknowledges and agrees that a breach or threatened breach of any of its obligations under Sections 2(b) would cause Stella Source irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, Stella Source will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.