

API USAGE ADDENDUM TO ZOCIAL PLATFORM TERMS OF USE AGREEMENT

Zocial PTE Ltd.

API Usage

Updated: January 1, 2021

Subject to and incorporated into the Zocial Platform Terms of Use Agreement (“**Agreement**”), Zocial PTE. Ltd. (referred to hereinafter as “**Zocial**” or “**we**” (including objective “**us**” and possessive “**our**”)) provides you a license to use the Zocial APIs on the following terms.

You, the end-user licensee of the Zocial APIs, are either (1) a Zocial Platform Partner under a Zocial Platform Partner License Agreement (“**ZPPLA**”); or (2) a Customer of a Zocial Platform Partner under to a Subscription Service and Support Agreement (“**SSSA**”) with a Zocial Platform Partner, or (3) an Authorized User employed either as an employee or independent contractor of a Customer of a Zocial Platform Partner and working under the control and supervision of such Customer, or (4) an individual end user. You are referred to (hereinafter, “**you**” (including possessive “**your**”) or “**User**”).

This API Usage Addendum constitutes the Agreement between you and Zocial in regard to your use of the Zocial APIs. You must carefully read this Addendum if you want to license the Zocial APIs, because this Addendum is part of the Agreement and thus constitutes a written contract between you and Zocial, and it affects your legal rights and obligations.

1. **API License.**

Subject to your compliance with the Agreement, Zocial grants you a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable to use the Zocial APIs to develop, test, operate and support your application; (i) to distribute or allow access to your integration of the APIs within your application to Customers and end users of your application; and (ii) to display the Zocial Content accessed through the APIs within your application. This license does not extend to providing access to and/or distributing the Zocial APIs as stand-alone items.

2. **Restrictions.**

A. General Restrictions.

You will not and will not either attempt or assist others to attempt to (i) reverse engineer, decompile, disassemble or translate the Zocial APIs, or otherwise attempt to derive source code, implementing code, trade secrets or know-how in or underlying any Zocial APIs; (ii) interfere with, modify, disrupt or disable features or functionality of the Zocial API, including without limitation any such mechanism used to restrict or control the functionality, or defeat, avoid,

bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of the Zocial APIs; (iii) sell, rent, lease, sublicense, distribute, create derivative works of, assign or otherwise convey or transfer or provide access to, in whole or in part, the Zocial APIs to any third party except as explicitly delineated in this Addendum; (iv) provide use of the Zocial APIs on a managed services basis or permit other individuals or entities to create links to the Zocial API or frame or mirror the Zocial API on any other server or wireless device; (v) make available to a third party any key, password or other login credentials to the Zocial APIs; (vi) use the Zocial APIs for any illegal, unauthorized or other improper purposes, including without limitation to store or transmit infringing, libelous, or otherwise unlawful material, to store or transmit malicious code, or to store or transmit material in violation of third-party privacy rights; (vii) use the Zocial APIs to derive or obtain PII or other non-public information owned by individual Users of the Zocial Platform, including information about a user's location; (viii) interfere with or disrupt the performance of the Zocial Platform, or Zocial Content contained therein, including by disrupting the ability of any other person to use or enjoy the Zocial Platform and the Zocial Content.

B. Rate Limits.

You will not attempt to exceed or circumvent limitations on access, calls and use of the Zocial API ("Rate Limits"), or otherwise use the Zocial API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any rate limits set by Zocial or with any provision of the Agreement. If you exceed, or if Zocial reasonably believes that you have attempted to exceed or circumvent Rate Limits, then your ability to use the Zocial APIs may be temporarily suspended or permanently blocked. You acknowledge and agree that Zocial may monitor your use of the Zocial APIs to ensure your compliance with this Agreement.

C. Security.

You shall maintain the security of the Zocial APIs and will not make available to a third party, any token, key, password or other login credentials to the Zocial APIs. You will use current best practices in the industry standards for your security measures to prevent unauthorized access or use of any of the features and functionality of the Zocial APIs, including access by viruses, worms, or any other harmful code or material. Additionally, you will keep Zocial Content (including, where applicable, PII) confidential and secure from unauthorized access by using industry-standard organizational and technical safeguards for such data, and with no less care than you use in connection with securing your own confidential information, and in no event less than reasonable care. You acknowledge and agree that you will immediately notify Zocial, cooperate with investigations, assist with any required notices, and provide any information reasonably requested by Zocial if you know of or suspect any breach of security or any potential vulnerability related to the Zocial APIs, and that you will promptly remedy any such security breach or potential vulnerability resulting from your access to and use of the Zocial APIs.

3. Compliance.

If you offer your application for use by others outside your organization, you must maintain a user agreement and a privacy policy for your application that complies with all applicable laws regarding the safeguarding and protection of personal information. Your privacy policy must meet applicable legal standards and describe your collection, use, storage and sharing of data in clear, understandable and accurate terms. In addition, these documents must be prominently identified and located where users download or access your application.

4. Zocial's Right to Suspend Access and Audit.

You acknowledge and agree that Zocial reserves a right to audit your application to ensure it does not violate the Agreement. You agree that you will cooperate with inquiries related to such an audit and provide Zocial with proof that your application complies with the Agreement.

5. Ownership.

You acknowledge and agree that the Zocial APIs, and any modifications or updates to the Zocial APIs provided by Zocial, are part of and included in Zocial Content and that, accordingly, all intellectual property inherent in the Zocial APIs and all corresponding Intellectual Property Rights are owned wholly and solely by Zocial. You understand, acknowledge, and agree that your status under this Addendum as a User of the Zocial APIs is that of a non-exclusive licensee and that you shall not acquire any ownership interest in the Zocial APIs either under the license delineated herein or under the Agreement.