

CAMPFLARE API ACCESS AGREEMENT

Thank you for your interest in using the Campflare application programming interface (the “API”). By registering your entity to use the API (whether individually or as a legal entity), you are agreeing to comply with all terms and conditions of this API Access Agreement (this “Agreement”). Please read this Agreement carefully and only register to use the API if you agree to be bound by all of its terms and conditions.

If you do not agree to any aspect of this Agreement, then you may not use the API. In addition, you may not enter into this Agreement and may not use the API if (i) you are entering this agreement on behalf of an individual and you are not of legal age to form a binding contract with API Vendor, (ii) you are restricted from using the API under the applicable laws of the United States, the country in which you are resident or the country from which you intend to use the API; (iii) you are suspended, debarred, proposed for debarment, or otherwise excluded from participation in procurement or nonprocurement programs of the U.S. government; or (iv) you are designated on a sanctions list maintained by the U.S. Department of the Treasury Office of Foreign Assets Control; or located in, a national or resident of, headquartered in or organized under the laws of, Cuba, Iran, North Korea, Syria, or the Crimea region of Ukraine; or controlled or majority-owned by the government of such countries/regions; or acting on behalf of, controlled or majority-owned by any one or more of any such persons or entities.

If the individual accepting this Agreement is doing so on behalf of a legal entity, then such individual hereby represents and warrants that he/she is authorized by such legal entity to bind it to this Agreement, and all references to “you” or “your” or the like in this Agreement shall be deemed to refer to that entity.

1. Definitions. The following capitalized terms have the meanings set forth below when used in this Agreement:

- a. “API Documentation” means any and all reference materials, integration instructions, sample code and other documentation and other materials that may be made available by API Vendor relating to the API, as the same may be amended or revised from time to time by API Vendor in its sole discretion.
- b. “API Key” means the unique identifier issued by API Vendor to you that must be sent as part of each Call.
- c. “API Vendor” means Vay Technologies LLC, who is providing operation and maintenance of the campflare.com site.
- d. “Call” means any request for a result from campflare.com enabled by API Vendor to be sent through the API.
- e. “Response” means data sent through the API in response to a Call.

2. API.

a. Use. Subject to all terms and conditions of this Agreement, you may, on a non-exclusive, non-transferable and revocable basis: (i) send Calls and receive Responses through the API through use of the API Key, in each case solely as prescribed by the API Documentation; and (ii) internally use the API Documentation for purposes of sending Calls to, and receiving Responses from, the API. As further detailed below, you acknowledge that the API is made available on an “AS IS” basis and may be subject to errors and unavailability from time to time.

b. No Other Rights. You have no right or license to, and shall not: (i) copy, distribute, rent, lease, lend, sublicense, transfer or make derivative works of the API, the API Documentation, the API Key (collectively, the “API Vendor Materials”) or use any of the foregoing on a service bureau basis; (ii) provide your API Key or access to the API to any third party; (iii) decompile, reverse engineer, or disassemble the API Vendor Materials or otherwise attempt to discover the source code of the API Vendor Materials; (iv) modify, remove, or obscure any copyright, trademark, patent or other notices or legends that may appear on the API Vendor Materials or during the use and operation thereof; (v) work around any technical limitations in the API Vendor Materials or access any aspect of the API Vendor Materials not intentionally made available by API Vendor; or (vi) engage in any activity with the API Vendor Materials that interferes with, disrupts, damages or accesses in an unauthorized manner the servers, networks or other properties or services of API Vendor or any third party.

c. Intellectual Property. As between you and API Vendor, all right, title and interest in and to the API Vendor Materials and all derivative works thereof shall at all times remain owned by API Vendor or its licensors, and no title, ownership or other right to any intellectual property of API Vendor is transferred to you. You shall not use the API Vendor Materials or any Confidential Information (as defined below) to: (a) investigate, threaten or assert any claim of infringement or misappropriation against API Vendor or any of its affiliates, licensees or customers (direct or indirect); or (b) prepare, file, prosecute or enforce any patents or patent applications based upon or using API Vendor Materials or any Confidential Information. If, notwithstanding the foregoing, you or any of your affiliates prepares, files, prosecutes or enforces any patents or patent applications in breach of the foregoing, then API Vendor shall have (and you hereby grant to API Vendor) a paid-up, royalty-free, worldwide license under such patents to make, have made, use, sell, offer for sale, import, otherwise exploit and sublicense; provided, however, that this shall not be construed as limiting any other rights or remedies available to API Vendor for your breach of this Section 2.c.

d. Feedback. You are not required to provide to API Vendor any ideas, concepts, suggestions or feedback regarding the API Vendor Materials (“Feedback”). To the extent you do provide any Feedback, you acknowledge and agree that API Vendor may freely

use, reproduce, modify, distribute, make, have made, sell, offer for sale, import and otherwise exploit in any manner such Feedback on a perpetual, irrevocable and worldwide basis without payment of any royalties or other consideration to you.

e. Monitoring. API Vendor reserves the right, both for itself and its designees, to monitor and analyze all usage of the API, including the contents of Calls. You hereby consent to, and agree not to interfere with, any such monitoring or analysis.

f. Responses. You agree that API Vendor shall have no liability to you in connection with the accuracy or reliability of the Responses or any actions or omissions you undertake in reliance on any Responses. You agree not to misrepresent the source of any Responses.

g. Modifications. API Vendor may modify, suspend or discontinue all or any aspect of the API or API Documentation, including the formatting and content of Calls and the types of information available in Responses, at any time and without prior notice.

3. Requirements and Restrictions.

a. Responsibility. You assume full responsibility for all acts and omissions (including breach of this Agreement) accomplished in connection with the API Key, whether such acts or omissions are undertaken by you or a third party.

b. Transaction Limit and Fees. API Vendor reserves the right, at its sole discretion, to establish and enforce usage thresholds for the API. These thresholds may include, but are not limited to, limitations on the number or frequency of Calls within a specified time period. API Vendor may impose such limitations on any user at any time and for any reason, without prior notice. You agree not to attempt to circumvent any such limitations which may be imposed. In the event that you wish to exceed these predetermined thresholds, a separate agreement must be negotiated with API Vendor. Such an agreement will likely involve additional fees for increased usage. The specifics of any such fee structure and increased usage allowances will be determined on a case-by-case basis and communicated separately. API Vendor maintains the right to modify these thresholds, fee structures, and terms of additional usage from time to time. You agree to adhere to these usage limitations and to enter into good faith negotiations for a separate agreement should you require usage beyond the established thresholds. API Vendor reserves the right to suspend or terminate API access for users exceeding established thresholds without a separate agreement in place.

c. Prohibited Activities. You agree not to use the API or the content or information delivered as part of the Responses: (i) in connection with any violation of any law, statute, ordinance or regulation (including without limitation those governing export control, consumer protection, unfair competition, anti-discrimination or false

advertising); (ii) in connection with any fraudulent, deceptive, unethical or misleading conduct; (iii) to introduce any viruses, worms, defects, Trojan horses, malware, or any other harmful or malicious software code into any system of API Vendor or any third party; (iv) in connection with any activities where the use or failure of the APIs could lead to death, personal injury, or environmental damage; (v) in a manner that may interfere with the functionality or performance of the API; (vi) in connection with any content or material that (1) consists of or promotes discrimination, illegal activities, hate speech, graphic violence, terrorism, unlawful firearms, tobacco, gambling, illegal drugs, pornography, prostitution, profanity, obscenity or child endangerment or (2) is threatening, racist, bullying or harassing, or seeks to capitalize on any natural disaster, war, conflict, unrest, death or other tragic event; or (vii) in connection with any activity that we deem, in our sole discretion, may be associated with an unreasonable level of risk, may create liability for us or a third party, may cause us to lose the services of any of our third party service providers, may cause us to be in breach of a contract between us and a third party, or may not reflect positively on API Vendor.

d. No Endorsement. You shall not make any statement indicating or implying that API Vendor endorses any website, online service or other products or service in connection with which you use the API. You are encouraged to provide a link to campflare.com or otherwise identify the data source, campflare.com/api, when incorporating the data into your own system.

e. Information. You represent and warrant that all information you provide at any time to API Vendor in connection with your registration to use the API shall be accurate and complete, and that you shall keep all such information current.

f. Attribution. You will display the term “Powered by Campflare” and link to campflare.com wherever data or services are used from the API. API Vendor may immediately suspend your access to the API or terminate this Agreement upon not displaying proper attribution as described above.

4. Confidentiality. “Confidential Information” means the API Key, and all other information which is designated as, or which you reasonably should understand to be, confidential or proprietary to API Vendor. With respect to any Confidential Information that is disclosed to you or that you otherwise receive:

a. You will: (i) protect and not disclose to third parties any Confidential Information; (ii) restrict dissemination of Confidential Information to your employees and contractors who have a reasonable need-to-know in connection with your authorized use of the API and who have signed an agreement protecting the Confidential Information in a manner substantially similar to the terms of this Section 4; and (iii) not use any Confidential Information for any purpose other than as expressly authorized hereunder or as may

otherwise be expressly authorized in writing by an authorized representative of API Vendor;

b. You shall protect the Confidential Information by exercising the same degree of care which you use to protect your own confidential information of a similar nature, but in no event less than reasonable care;

c. You agree that any violation or threatened violation of this Agreement may cause irreparable injury to API Vendor, entitling API Vendor to obtain injunctive or other equitable relief in addition to all legal remedies; and

d. You agree that, upon the expiration or termination of this Agreement, you will permanently destroy all Confidential Information in your possession or control.

5. Non-Exclusivity. You acknowledge that your right to use the API hereunder is non-exclusive, and that API Vendor reserves the right to deal in any manner with any third party.

6. No Agency. Nothing herein contained in this Agreement shall be deemed to establish or otherwise create a relationship of principal and agent, partners, fiduciaries, or joint venturers between API Vendor and you. Neither party has any right or authority to assume or create any obligation of any kind, whether expressed or implied, on behalf of the other party.

7. No Obligation to Support. API Vendor has no obligation to provide any technical support or assistance to you, including without limitation assisting you with formatting or sending Calls or maintaining, correcting, supporting or updating the API or API Documentation.

8. No Warranties; Assumption of Risk. THE API, API DOCUMENTATION, API KEY AND ANY RESPONSES OR OTHER INFORMATION PROVIDED TO YOU IN CONNECTION WITH THIS AGREEMENT IS MADE AVAILABLE OR PROVIDED ON AN "AS IS" BASIS AND, TO THE FULLEST EXTENT PERMITTED BY LAW, API VENDOR AND ITS LICENSORS, SUPPLIERS AND SERVICE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. API VENDOR AND ITS LICENSORS, SUPPLIERS AND SERVICE PROVIDERS DO NOT WARRANT THAT THE API OR RESPONSES SHALL BE ACCURATE OR CURRENT, SHALL MEET YOUR REQUIREMENTS, THAT ACCESS TO OR USE OF THE FOREGOING SHALL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS WILL BE CORRECTED. API VENDOR AND ITS LICENSORS, SUPPLIERS AND SERVICE PROVIDERS DO NOT WARRANT THE RESULTS OF USE OF THE API OR RESPONSES. YOU HEREBY ASSUME THE ENTIRE RISK OF USE OF OR RELIANCE ON THE API, API DOCUMENTATION, API KEY AND ANY RESPONSES OR OTHER INFORMATION PROVIDED TO YOU IN CONNECTION WITH THIS AGREEMENT.

9. Limitation of Liability. UNDER NO CIRCUMSTANCES WILL API VENDOR OR ITS AFFILIATES, LICENSORS, SUPPLIERS AND SERVICE PROVIDERS, OR THEIR RESPECTIVE

OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST DATA, BUSINESS INTERRUPTION, LOSS OF BUSINESS REPUTATION OR GOODWILL, OR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, UNDER OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF API VENDOR OR ITS AFFILIATES LICENSORS, SUPPLIERS AND SERVICE PROVIDERS, OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, UNDER OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED FIVE U.S. DOLLARS (USD \$5).

10. Internet Disclaimer. You acknowledge and agree that the Internet is a public network that API Vendor does not control. API Vendor makes no representations or warranties whatsoever, and shall have no liability whatsoever, with respect to the accuracy, dependability, privacy, security, authenticity or completeness of data transmitted over or obtained using the Internet, or any intrusion, virus, disruption, loss of communication, loss or corruption of data, or other error or event caused or permitted by or introduced through your use of the Internet. You are solely responsible for implementing adequate firewall, password and other security measures to protect your systems, data and applications from unwanted intrusion, whether over the Internet or by other means.

11. Essential Element. You agree that the disclaimers, limitations on liability and indemnification provisions in Sections 8 through 10 constitute a fair allocation of risk between the parties and an essential element of this Agreement, and acknowledge that API Vendor would not make available the API without charge in the absence of your agreement to such provisions.

12. Term and Termination. The term of this Agreement commences on the date it is accepted by you and shall end when this Agreement is terminated as provided for herein. Either party may terminate this Agreement at any time, for any reason or for no reason. Without limiting the generality of the foregoing, API Vendor may immediately suspend your access to the API or terminate this Agreement upon your breach of this Agreement.

13. Rights and Obligations Upon Termination. Upon termination of this Agreement, you must immediately cease any use of the API. All provisions of this Agreement other than Section 2.a. will survive expiration or termination hereof.

14. Notices. Any notices given to you under this Agreement may be sent to the e-mail address provided by you in connection with your registration to use the API. Any notices given the API Vendor under this Agreement shall be in writing and sent by email to hello@campflare.com.

15. General.

a. Electronic Communications. You consent to receive communications from API Vendor in an electronic form, and agree that all terms and conditions, agreements, notices, disclosures, and other communications that API Vendor provides to you electronically satisfy any legal requirement that such communications would satisfy if it were in a hardcopy.

B. Assignment. You may not assign or otherwise transfer this Agreement or any interest or right hereunder or delegate the performance of any of your obligations hereunder, whether by merger, operation of law or otherwise, without the prior written consent of API Vendor. Any such attempted assignment, transfer or delegation without API Vendor's prior written consent will be deemed null and void and result in the immediate termination of this Agreement without necessity of notice. API Vendor may freely assign this Agreement. Subject to the foregoing, this Agreement shall bind and insure to the benefit of the parties and their respective successors and assigns.

c. Force Majeure. API Vendor will not be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, which may include, without limitation, acts of war, acts of God, earthquake, flood, fire, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of third party power or telecommunications networks.

d. Waivers. No waiver by either party of any right or remedy hereunder shall be valid unless the same shall be in writing and signed by the party giving such waiver. No waiver by either party with respect to any default, misrepresentation, or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

e. Entire Agreement. This Agreement constitutes the entire agreement between API Vendor and you with respect to the use of the API, API Key and API Documentation, and hereby supersedes and terminates any prior agreements or understandings relating to such subject matter. We may make modifications, deletions and/or additions to this Agreement ("Changes") at any time. Changes will be effective: (i) one (1) day after API Vendor sends notice of the Changes to the e-mail address associated with your registration to use the API; or (ii) when you opt-in or otherwise expressly agree to the Changes or a version of this Agreement incorporating the Changes, whichever comes first.

f. Severability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable because it is invalid or in conflict with any law of any relevant jurisdiction, the validity of the remaining provision shall be not be affected, and the unenforceable provision shall be replaced by an enforceable substitute provision that most closely accomplishes the original business purpose.

g. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of California, without giving effect to its conflict of laws provisions. All disputes arising in relation to this Agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in California, and the parties hereby consent to such exclusive jurisdiction.

h. Export. The API Documentation and other materials made available to you by API Vendor may be subject to U.S. export control laws and may be subject to export or import regulations in other countries. You agree not to export, reexport, or transfer, directly or indirectly, any API Documentation or any such other materials, or any products utilizing any of the foregoing, in violation of any applicable export laws or regulation.

i. Headings. The section headings contained in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.