

## **smartvm API Terms of Use**

These smartvm API terms of use (“API Terms”) define the terms that apply when you use, contact, or interact with our smartvm application programming interface (“API”) and form a binding contract between you and us. These API Terms do not apply to your use of any of our software, website, applications, application plug-ins, solutions, or other APEX services (“Services”). Your use of APEX Services is subject to a separate End-User Services Agreement. If additional terms apply to an application which uses the smartvm API, to include but not limited to a SaaS Agreement, an End User Services Agreement, or any other agreement (“Additional Terms”), both these API Terms and the Additional Terms shall apply. If a conflict arises between the API Terms, the Additional Terms will prevail with respect to such conflicting terms only.

As used in these API Terms, smartvm API means any form of machine accessible application programming interface that provides access to an APEX service and any associated tools, including sample code that enables interactions with APEX’s services, and documentation that APEX makes available under these API Terms, and includes all elements, components and executables of such API; this may expressly include APEX Archimedes™ an advanced cognitive technology system with machine learning and IBM Watson® (a registered trademark of IBM Corporation), robotic process automation, as well as third-party data sources. The output or results of the smartvm API shall be known as a “smartvm Validation” and shall include all selected attributes for validation and enrichment within a smartvm Data Lookup.

### **Who We Are and How to Contact Us:**

APEX Analytix, LLC, a Delaware limited liability company with a corporate headquarters located at 1501 Highwoods Boulevard, Suite 200, Greensboro, NC 27410, USA. Our website is [www.apexanalytix.com](http://www.apexanalytix.com). APEX Analytix, LLC, is referred to herein as “APEX,” “we,” “our,” or “us.”

“You” and “your,” refer to the individual, company, or other legal entity on behalf of which the APIs are used.

If you are using the APIs on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to these API Terms. If you do not have such authority or do not agree with these terms, you must not use the APIs.

### **Acceptance of Terms**

Using our API, you confirm that you accept these API Terms and agree to comply. If you disagree with these API Terms, you must not use our API. We may amend these API Terms from time to time without notice. Please check the apexanalytix Legal Center for the most updated version of these API Terms.

### **smartvm API License**

Subject to your compliance with these API Terms, we grant you a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable, revocable license to install, use and make calls to the smartvm API, and to use the smartvm Validation for your own internal business purposes.

The smartvm Validation may be uploaded as data to your existing enterprise resource planning (“ERP”) system subject to the license terms with your ERP provider, and in no way does this license grant you a right to redistribute the smartvm Validation to your ERP provider or any third-party.

### **Grant of License to Data Processed through the smartvm API**

You hereby grant to us a non-exclusive, non-transferable license to use, upload, display, copy and store your data for the purpose of delivering the smartvm Validation pursuant to these API Terms. You agree you shall have sole responsibility and liability for acquiring any and all authorization(s) necessary for use of your data as contemplated by these API Terms; and, ensuring that your data does not infringe or violate

any patents, copyrights, trademarks, privacy rights and/or other intellectual property or proprietary rights, or misappropriate the trade secrets of any third-party.

APEX may aggregate data uploaded to the smartvm API by you with data uploaded to the smartvm API by our other clients, analyze data uploaded and use such data to create and provide analysis, reports, derivative statistics and other products and services based on the foregoing, provided that no such product or service distributed to third-parties by APEX shall identify you as the source of data used in preparing such product or service. Further, you acknowledge that data uploaded through the smartvm API may be used by APEX for its own purposes and analyzed in derivative works as part of APEX's business where that data is also public information or has been gathered, derived or developed by APEX independent of the services provided to you hereunder.

### **Restrictions on Use**

When using or attempting to use the APIs, you agree:

- To adhere to any applicable guidelines, restrictions, or requirements set forth in any API documentation;
- Not to share any API keys or authentication tokens with any other individuals, companies, or entities outside of your own (each a "third party"), including our potential competitors, and to keep these secure at all times;
- Not to mask or misrepresent your identity or your systems' identity;
- Not to remove any proprietary notices or intellectual property from the APIs;
- That to protect the security, integrity, and operability of the APIs, we may place limits on your use of the APIs (e.g. call limits), and you accept that: (i) we determine in our sole discretion what constitutes abuse or excess use or exploitation; (ii) you will not use or attempt to use the APIs in a manner that exceeds the limitations; and (iii) we may monitor the volume of requests or calls sent to the APIs for compliance with these API Terms;
- Not use the APIs in a manner that poses a security risk to other users of the APIs or APEX Services or tests the vulnerability of our systems or networks or those of any third party;
- Not to use the APIs in any manner that compromises, breaks, or circumvents any of our technical processes or security measures associated with the APIs or Services;
- Not to use the APIs for competitive analysis or to disseminate performance information relating to the APIs or Services;
- Not to modify, translate, reverse engineer, disassemble, reconstruct, decompile, copy, or create derivative works of the APIs, any APEX Services, any data, or any portion thereof to compete with us;
- Not to replicate, copy, frame, mimic, mirror, or compete with aspects of the APIs or their functionality, or to develop or utilize an application or integration to compete with us;
- Not to use the APIs in any manner or for any purpose that infringes, misappropriates, or otherwise violates the intellectual property or other rights of us or any third parties;
- To only use the API to embed our data or data provided to you through our API into your own solutions for your internal business purposes and not for any other commercial purposes;
- Not to license, distribute, lease, give, sell, rent, timeshare, sublicense, disclose, publish, assign, market, transfer, or distribute any API portion to any third party.

### **Prohibited Uses**

You may use our API only for lawful purposes. You may not use our API: (a) in any way that breaches any applicable local, national, or international law or regulation; (b) in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect; (c) to transmit, or procure the sending of, any unsolicited or unauthorized advertising or promotional material or any other form of similar solicitation (spam); or (d) to knowingly transmit any data, send or upload any material that contains viruses, Trojan horses, worms,

time-bombs, keystroke loggers, spyware, adware, or any other harmful programs or similar computer code designed to affect the operation of any computer software or hardware adversely.

### **Consequences of Misuse**

Without prejudice to any other rights we may have, in the event of your failure to adhere to the restrictions on use or prohibited uses set out above or any other failure to comply with the API Terms, you shall be responsible for and shall indemnify us against all costs, losses, liabilities, damages, claims, and expenses suffered or incurred by us or any of our affiliates, subsidiaries, officers, directors, employees, suppliers, consultants, and agents, arising directly or indirectly out of or connected to your breach, including but not limited to any of the aforesaid costs, losses, liabilities, damages, claims, and expenses relating to damage to or destruction or corruption of data.

We shall be entitled (without notice) to suspend, modify, restrict, or otherwise limit your use of the API. We may monitor your API use to verify compliance with these API Terms. You shall permit us and/or our representatives to perform an audit and/or verification of your use of the API and to inspect and access your premises and/or systems or information as reasonably required by us in connection with your use of the API.

### **Processing of Personal Data**

Any personal data related to your use of the APIs will be processed according to APEX's Privacy Policy, which can be found at <https://legal.apexanalytix.com/privacy-policy>.

### **Export**

The APIs are subject to US global trade control laws and regulations, including the U.S. Export Administration Regulations and various sanctions programs administered by the U.S. Office of Foreign Assets Control. You will not, directly or indirectly, export, re-export, release, or make the APIs available for use in contravention of these laws and regulations.

### **Warranty**

Your use of the smartvm API is at your own discretion and risk, and you will be solely responsible for any damage that results from the use of any smartvm APIs including, but not limited to any damage to your computer system or loss of your data.

YOU ACKNOWLEDGE AND AGREE THAT THE SMARTVM API IS PROVIDED "AS IS" AND "AS AVAILABLE," AND WITHOUT WARRANTY OF ANY KIND, AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, REGARDING ANY MATTER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, OR NONINFRINGEMENT ARE DISCLAIMED. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW, NOTHING IN THESE TERMS ARE INTENDED TO AFFECT THOSE RIGHTS, IF APPLICABLE. WITHOUT LIMITING THE FOREGOING, APEX DOES NOT WARRANT AGAINST THE LOSS OF DATA OR THAT THE SMARTVM API WILL BE UNINTERRUPTED, FREE FROM ERRORS OR DEFECTS, OR PROVIDED WITHOUT DELAY, OR THAT ERRORS OR DEFECTS ARE CAPABLE OF BEING CORRECTED.

### **Term and Termination**

These API Terms shall remain in effect until termination. You may terminate these API Terms anytime by ceasing all use of the APIs and any relevant keys or tokens. Unless you purchased the APIs for a predetermined period, we reserve the right to terminate these APIs or these API Terms immediately at any time without further obligation to you.

All rights and licenses granted herein shall expire upon termination, and you must stop using the APIs. The provisions of these API Terms that by their nature would survive shall continue to apply.

### **Modification**

We reserve the right (without liability to you or any other person) to modify, amend, alter, or otherwise deal with the API in any manner, and we do not guarantee that it will continue to be available for use.

**Governing Law**

This Agreement shall be governed by the laws of the state of North Carolina, without giving effect to its choice of law principles, and in accordance with applicable federal laws of the United States.

**Severability**

If a court of competent jurisdiction holds any provision of these API Terms unenforceable, the court shall modify it and interpret it to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of these API Terms shall remain in effect.