

Appendix 5 - API Terms and Conditions

1. Additional Definitions

- 1.1 For purposes of this Agreement, capitalized terms shall have the meanings set forth below. Capitalized terms utilized in this Agreement and not defined have the meaning set forth in the General Terms and Conditions for Platform Service, or such other applicable agreement between Customer and Virta relating to its access to and use of the Services.
- 1.2 "API" means an application programming interface that provides gateway access to use Virta Platform functionalities and any accompanying or related documentation, source code, SDKs, executable applications and other materials made available by Virta.
- 1.3 "Applications" mean any software, applications developed by or for Customer that utilize or interact with the API(s) or otherwise interact with the Services and are authorized to be published and used in connection with the Service pursuant to this Appendix.
- 1.4 "Internal Use" means the use of the API in connection with Customer's use of the Service for Customer's business purposes in accordance with the Agreement.

2. Purpose and License

- 2.1 The Agreement and any and all restrictions and policies implemented by Virta from time to time with respect to the API as set forth in the documentation provided by Virta ("Virta API Policies") govern Customer's rights to use and access the API for the purpose of developing, implementing and Applications. Customer's access to and use of the API for Internal Use is governed by the Agreement and the Virta API Policies. The Agreement also governs Customer's Applications that do not utilize or interact with the API, but otherwise interact with the Services.
- 2.2 Subject to this Agreement, including the restrictions set forth in Section 3, Virta grants to Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term (as defined in Section 13) to use and make calls to the API to develop, implement, use and distribute Applications solely for use in connection with the Services.
- 2.3 Customer further grants to Virta a non-exclusive, worldwide, fully paid-up, royalty-free license, during the Term, to use Customer's name, Application name(s) and associated logos (collectively, "Customer Marks") solely to enable Virta to exercise its rights and perform its obligations under this Agreement. Any use of Customer's Marks shall be in accordance with Customer's reasonable trademark usage policies if such policies are communicated to Virta.
- 2.4 Virta shall have, and Customer hereby grants to Virta, a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into any of Virta's products or services (including the Services and/or the API) and/or otherwise use in any manner any suggestions, enhancement requests, recommendations or other feedback Virta receives from Customer.

3. Restrictions

- 3.1 The licenses granted in Section 2 of this Agreement are explicitly conditioned on Customer's adherence to the following restrictions and compliance with its responsibilities as set forth herein.
- 3.2 Customer must comply with all restrictions set forth in this Agreement, the Virta Privacy Policy, and the Virta API guidelines in all uses of the API and Service data and functionalities. Customer acknowledges that Customer must have a legitimate interest or EV Driver consent for any personal data transfer via Virta APIs. Customer must also comply with all restrictions set forth by Virta for all uses of APIs (including without limitation quotas, throttling and burst restrictions) and of Virta Marks (if Virta Marks are used). If Virta believes, in its sole discretion, that Customer has violated or attempted to violate any term, condition or the spirit of the Agreement, the license

granted to the Customer pursuant to this Agreement may be temporarily or permanently revoked, with or without notice to Customer.

- 3.3 Applications may not use or access the API or a Service in order to monitor the availability, performance, or functionality of any of the API or a Service or for any similar benchmarking purposes.
- 3.4 Applications shall not, in any manner, display any form of advertising within or connected to Service.
- 3.5 Customer shall not, under any circumstances, through Applications or otherwise, repackage or resell the Services, or any part thereof, API or Service data. Customer shall not use or assist a third party in using the API or any Software in such a way to circumvent the Virta API Policies.
- 3.6 Customer shall not, and shall not attempt to: (a) interfere with, modify or disable any features, functionality or security controls of the Services or the API, (b) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Service or the API, or (c) reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the Services or the API.
- 3.7 Customer acknowledges that Customer is solely responsible, and that Virta has no responsibility or liability of any kind, for the content, development, operation, support or maintenance of Applications. Without limiting the foregoing, Customer will be solely responsible for (a) the technical installation and operation of its Applications; (b) creating and displaying information and content on, through or within its Applications; (c) ensuring that its Applications do not violate or infringe the Intellectual Property Rights of any third party; (d) ensuring that Applications are not offensive, profane, obscene, libelous or otherwise illegal; (e) ensuring that its Applications do not contain or introduce Malicious Software into a Service, an API, any Service data or other data stored or transmitted using the Service; (f) ensuring that its Applications are not designed to or utilized for the purpose of spamming any EV Drivers; and (g) ensuring that its Applications do not violate any applicable law or third party right.
- 3.8 Customer will respect and comply with the technical and policy-implemented limitations of the API and the restrictions of this Agreement in designing and implementing Applications. Without limiting the foregoing, Customer shall not violate any explicit rate limitations on calling or otherwise utilizing an API.
- 3.9 Customer shall not make any modifications to any Service data, other than as reasonably necessary to modify the formatting of such Service data in order to display it in a manner appropriate for the pertinent Applications.
- 3.10 Customer agrees that Virta may perform periodic vulnerability assessments, penetration testing and scanning (collectively, "Security Assessment") of any Application developed by Customer. Virta shall provide notice to Customer no less than seven (7) days prior to the Security Assessment. Customer agrees to cooperate reasonably with such Security Assessments. Customer agrees that Virta, its employees, and contractors shall not be liable to Customer or any third party for damages or losses arising in connection with Security Assessments performed in accordance with this Section 3.10. Virta conducts such Security Assessments for its own benefit and Customer may not rely on, publicly disclose or promote the successful Application passage of such evaluation. If the Application, in whole or in part, runs outside of Virta's systems, the Security Assessment may include remote application-level security testing of the Application, and network-level security testing including a vulnerability threat assessment. Virta may conduct such testing itself or through a third party.

4. Representations and Warranties

- 4.1 To the extent Customer's Applications transmit Service data outside a Service, Customer represents and warrants that Customer has notified all users of such Applications that their Service data will be transmitted outside the Service and that Virta is not responsible for the privacy, security or integrity of such Service data. Customer further represents and warrants that to the extent Customer's Applications store, process or transmit Service data, neither Customer nor Customer's Application will, without appropriate prior user consent or except to the extent required by applicable law (a) modify the content of Service data in a manner that adversely affects the integrity

of Service data; (b) disclose Service data to any third party; or (c) use Service data for any purpose other than providing the Application functionality to users of such Application. Customer shall maintain and handle all Service data in accordance with privacy and security measures reasonably adequate to preserve the confidentiality and security of all Service data and all applicable privacy laws and regulations.

- 4.2 Customer represents, warrants and covenants that (a) its Applications and Customer Marks, the use of such Applications by its users, and the activities with respect to such Applications and Customer Marks undertaken by Virta in accordance with the terms of this Agreement, do not and will not violate, misappropriate or infringe upon the Intellectual Property Rights of any third party; (b) Customer will comply with all applicable local, state, national and international laws and regulations, including, without limitation, all applicable export control laws, and maintain all licenses, permits and other permissions necessary to develop, implement and publish its Applications; (c) its Applications do not and will not contain or introduce any malicious software into the Service, the API, any Service data, or other data stored or transmitted using the Service; and (d) it has all right, power and authority to grant the licenses granted to Virta herein.

5. Modifications

- 5.1 Customer acknowledges and agrees that Virta may modify this Agreement, the API, and the General API Policies, from time to time. Customer will be notified on any such change reasonably in advance. Customer shall, within thirty (30) days from the date of first notice of any modification(s) (or such shorter period of time specified in the notice of the modification(s)) comply with such modification(s) by implementing and using the most current version of the API and making any changes to Applications that may be required as a result of such modification(s). Virta shall have no liability of any kind to Customer or any user of Customer's Applications with respect to such Modifications or any adverse effects resulting from such modifications. Customer's continued access to or use of the Services or shall be regarded as a binding acceptance of the modification(s) at issue.

6. Ownership

- 6.1 Subject to the limited licenses expressly provided in this Agreement, nothing in this Agreement transfers or assigns to Virta any of Customer's Intellectual Property Rights in its Applications or Customer's Marks or other technology, and nothing in this Agreement transfers or assigns to Customer any of Virta's Intellectual Property Rights in the Services, the API, the Virta Marks, or Virta's other technology or the respective Intellectual Property Rights in any Service data.

7. Support

- 7.1 This Appendix does not entitle Customer to any support for the Services or the API, unless Customer makes separate arrangements with Virta for such support. Customer is solely responsible for providing all support and technical assistance to End-Users of its Applications who access, deploy its Applications. Customer acknowledges and agrees that Virta has no obligation to provide support or technical assistance to the users of Applications and Customer shall not represent to any such users that Virta is available to provide such support.

8. Disclaimer of Warranties

- 8.1 ALL ASPECTS OF THE SERVICES AND THE API, INCLUDING ALL SERVER AND NETWORK COMPONENTS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND VIRTA EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE CUSTOMER ACKNOWLEDGES THAT VIRTA DOES NOT WARRANT THAT THE SERVICE OR API WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM VIRTA OR THROUGH THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

9. Indemnification

- 9.1 Customer will indemnify and hold Virta harmless against any claim brought by a third party against Virta arising from or related to any breach of an obligation, representation, warranty, covenant or other provision of this

Agreement by Customer or any matter which Customer has expressly agreed to be responsible pursuant to this Agreement.