

MASTER SERVICES AGREEMENT

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PROCEEDING. THESE TERMS AND CONDITIONS CONSTITUTE A BINDING AGREEMENT (THE “AGREEMENT”) BETWEEN YOU AND SOMOS. YOU REPRESENT THAT YOU (A) HAVE READ AND UNDERSTOOD THIS AGREEMENT; (B) ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT WITH SOMOS ON BEHALF OF YOUR COMPANY (“COMPANY”); (C) ACCEPT THIS AGREEMENT ON BEHALF OF YOUR COMPANY; AND (D) AGREE THAT YOU AND YOUR COMPANY ARE LEGALLY BOUND BY THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT ON BEHALF OF YOUR COMPANY, DO NOT PROCEED WITH THIS APPLICATION FOR ACCESS AND USE OF THE SERVICES. This Agreement incorporates the terms and conditions set forth herein, together with any Schedules, Exhibits, Appendices and Annexes, attached hereto, and the Somos Enterprise Customer Data Processing Agreement available at <https://www.somos.com/media/1279> (“DPA”) (each as amended from time to time in accordance with the terms of this Agreement). In the event of a conflict between the terms of the DPA and any other terms of this Agreement, the terms of the DPA shall govern. In the event of a conflict between the terms of any Schedules, Exhibits, Appendices and Annexes and any other terms of this Agreement, the terms of the applicable Schedule, Exhibit, Appendix and Annex shall govern

1. Definitions

- a. “**API**” means the application programming interface that is provided by Somos under the license terms and conditions set forth on Schedule A, attached hereto and incorporated herein, for the purpose of accessing the Services, including the API Specifications and any Updates thereto that Somos may make available to Company pursuant to this Agreement.
- b. “**API Specification**” means the specification for the API and other requirements for connection to the Services that will be provided upon request, as such specification and requirements may be amended from time to time by Somos in its discretion.
- c. “**Company(ies)**”, “**your**” or “**you**”, as used herein, means any entity that agrees to the terms and conditions of this Agreement.
- d. “**Confidential Information**” has the meaning set forth in Section 9.
- e. “**Disclosing Party**” has the meaning set forth in Section 9.
- f. “**Fees**” means the amounts payable to access the Services, as set forth in the Fee Schedule of the applicable Appendix.
- g. “**Force Majeure**” has the meaning set forth in Section 15.e.
- h. “**Infringement Claim**” has the meaning set forth in Section 12.
- i. “**Party**” or “**Parties**” means the Company and Somos Enterprise, Inc. (“**Somos**”), individually and collectively, respectfully.
- j. “**Receiving Party**” has the meaning set forth in Section 9.
- k. “**Schedule**” means the schedule for the applicable Services.
- l. “**Services**” means collectively the API and the Somos products and services set forth on the applicable Schedule(s) incorporated herein by reference, Somos web site features, software, application programming interfaces, systems delivered or accessible through any media or device, support, additional services, professional services and all related materials

and documentation, provided by or on behalf of Somos to Company pursuant to this Agreement.

- m. "SFTP" means a secure file transfer protocol.
- n. "Somos" means Somos Enterprise, Inc.
- o. "Somos Help Desk" means the support organization that provides service desk support for users of the Services.
- p. "Subscriber" means an entity that is not a Local Number Manager, Responsible Organization or a distributor of RealNumber.
- q. "UI" means user interface which is a system of interactive visual components for computer software provided by Somos.
- r. "Update" means generally new versions (minor or major), patches, corrections, bug fixes, enhancements and other modifications to the Somos products which are made generally available with or without additional charge to Company during the Term.

2. Company License Grant

Somos hereby grants to you during the Term of this Agreement a nonexclusive, nontransferable, non-sublicensable license to access to the Services using the API, UI or SFTP; and to use the Services solely for the purposes as are set forth in each attached applicable Schedule. In the event of any conflict between the terms of this Agreement and the terms of any Schedule, the terms of the Schedule will govern.

3. API, UI and SFTP

Only the API, UI and SFTP may be used to access the Services.

4. Responsibilities of Somos

- a. Somos will promptly notify you if any material change in your information or entity status disqualifies you from access to the Services pursuant to this Agreement as a Company or otherwise requires a change in your status.
- b. Somos has installed and maintains a security system in the Services designed to prevent your Confidential Information (as defined in Section 9 of this Agreement) from being accessible through the Services to anyone other than you, Somos and Somos' agents, subsidiaries and affiliates. SOMOS DOES NOT WARRANT OR GUARANTEE THAT THE SECURITY SYSTEM WILL PROTECT YOUR CONFIDENTIAL INFORMATION FROM DISCLOSURE.
- c. Somos will provide you with assistance in accessing the Services and using the API, UI or SFTP. All requests for such support must be addressed in the first instance by the Somos Help Desk.
- d. Somos will notify you if it detects trouble conditions respecting the Services and provide reasonable assistance to you in the prompt analysis and resolution of such trouble conditions; provided, however, that you will be responsible for maintaining your own Internet connection to the Services and Somos will not be responsible for monitoring or providing notice to you for your failure to maintain such connection.

5. Company Responsibilities and Agreements

- a. You will comply with the connectivity requirements of the Services set forth in the API Specification.

- b. You will ensure Internet connection and maintain minimum bandwidth connectivity requirements, all in accordance with the API Specification.
- c. You will not use the Services for any purpose other than as permitted pursuant to this Agreement.
- d. You will only access the Services via the API, UI or SFTP, if any, and cannot create a proxy to the Services.
- e. You will comply with all applicable local, state and federal laws and regulations, and be responsible for obtaining any and all applicable local, state and federal approvals, if any.
- f. You will be liable for all unauthorized usage of or access to the Services arising from your failure to so limit access. In the event you suspect the compromise of the security of your credentials or unauthorized access to or use of the Services in any manner or form, you agree to immediately notify Somos and cooperate with Somos to remediate the security breach. If requested by Somos, you will change your password(s) and other access credentials within twenty-four (24) hours of Somos' request.
- g. You will promptly notify Somos, in the manner provided in Section 15.d., in the event of any material change in any information that you have provided to Somos related to this Agreement or the Services.
- h. You will not perform any functions using the Services that are not expressly provided for under this Agreement.
- i. Unless otherwise provided in this Agreement, you will not:
 - i. modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Services or any part thereof;
 - ii. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code or object code of the Services or any part thereof;
 - iii. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or any part thereof to any third party for any reason; or
 - iv. remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting the Services or any part thereof.
- j. You acknowledge and agree that the API, UI and SFTP permit Somos to periodically monitor your compliance with this Agreement. Somos may suspend access and/or require reauthorization for you to access the Services for trouble conditions caused by your equipment, communication facilities, or other causes within your control. Somos may suspend or terminate your access to the Services and your other rights under this Agreement for cause pursuant to Section 14.e. if you breach or violate the terms of this Agreement or if you fail to meet Somos' criteria for reauthorization.

6. Branding

You grant to Somos during the Term of this Agreement a fully paid-up, royalty-free license to use your name and marks in connection with Somos' promotion of the Services for so long as you are using the Services.

7. License Fees

I. Subscribers:

- a. **License Fees.** Subscriber agrees to pay Somos the Fees set forth in the Schedule for

- the specific Services provided hereunder.
- b. **Invoices.** Somos will render invoices monthly, with payment due thirty (30) calendar days from the date of invoice. Payments due to Somos as provided for in this Agreement will, when overdue, be subject to a late payment charge of 1.5% per month (calculated daily) or the highest amount permitted to be charged under applicable law, whichever is less. Late payment charges will accrue until all overdue amounts have been paid in full and your account is restored to current status. If the amount of such late payment charge exceeds the maximum permitted by Massachusetts law for such charge, the late payment charge will be reduced to such maximum amount.
 - c. **Taxes.** In addition to the Fees, you will pay any and all sales or use taxes and other similar duties or levies imposed by any authority, government or government agency (other than property taxes and taxes levied on Somos' net income) in connection with the Services provided herein. You may, at your election and upon written notice to Somos, directly contest within the imposing jurisdiction, at your expense, any taxes or assessments that you may deem to be improperly levied under this Agreement. Somos agrees, on your request, to furnish statements evidencing (i) those taxes and assessments for which you are responsible hereunder, (ii) the amount of taxes and assessments that you have paid to Somos and (iii) the amount of such taxes and assessments that Somos has paid to the appropriate taxing authority.
 - d. In case of disputes regarding billing rendered by Somos, you will pay the undisputed amount and will immediately thereafter negotiate in good faith with Somos a resolution of the amount in dispute. Somos and you will provide each other with supporting information to enable both Parties to resolve the dispute. Either Party may also, at any time, request a reconciliation of amounts billed and payments made during any appropriate period. Either you or Somos may, should it determine continued negotiation of any dispute to be ineffective, pursue any other remedies available to it at law or in equity.

8. Updates to the Services

When Updates to the Services that may be made by Somos from time to time will affect your access to the Services, Somos will make available updated information sufficiently in advance of the modification or enhancement to provide you a reasonable opportunity to revise your policies and procedures before the effective date of the modification or enhancement.

9. Confidential Information

- a. As used in this Agreement, the term “**Confidential Information**” will mean any information or data of a Party which is disclosed by that Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) under or in contemplation of this Agreement and which:
 - i. if in tangible form or other media that can be converted to readable form, is clearly marked as confidential or proprietary when disclosed; or
 - ii. if oral or visual, is identified as confidential on disclosure and is noted in a writing so marked and delivered within ten (10) business days following such disclosure.

Without limiting the generality of the above, Somos' Confidential Information includes the Services, tokens and other log-in credentials supplied by Somos to you, all non-public data

regarding the operation of the Services and of Somos, all of Somos' supporting software systems used in conjunction with the Services, which records may also include the Confidential Information of relevant Responsible Organizations, Local Number Managers or other Companies.

Without limiting the generality of the above, your Confidential Information includes non-public financial and other information submitted in connection with your application to become a Company, provided, however, that your Confidential Information will not include such information if it is necessary for the population of the Services, or for the downloading (and updating) of this information by other Companies for the provision of the Services.

- b. No information will be considered Confidential Information to the extent that the Receiving Party can demonstrate that such information: (i) was or becomes available to the public through no breach of this Agreement; (ii) was previously known by the Receiving Party without any restrictions on its use and disclosure; (iii) is received from a third party free to use and disclose such information without restriction; (iv) is independently developed by the Receiving Party without the use of Confidential Information of the Disclosing Party, or (v) is approved for release by written authorization of the Disclosing Party, but only to the extent of and subject to such conditions as may be imposed in such written authorization.
- c. With respect to Confidential Information, the Receiving Party will:
 - i. use the Confidential Information only for the purpose(s) set forth in this Agreement;
 - ii. except as expressly permitted under this Agreement, restrict disclosure of the Confidential Information solely to those employees of the Receiving Party and its affiliates, and contractors of the Receiving Party that are bound by a confidentiality agreement with the Receiving Party, who, in each case, in the reasonable judgment of the Receiving Party, require such Confidential Information in performing their respective obligations on behalf of the Receiving Party or its affiliates. Such employees and contractors will not disclose Confidential Information to any other person or entity without the prior written consent of the Disclosing Party, and the Receiving Party will remain liable for disclosures of Confidential Information by its employees, affiliates, and contractors;
 - iii. advise those employees or contractors who gain access to Confidential Information of their obligations with respect to the Confidential Information;
 - iv. make only the number of copies of the Confidential Information necessary to disseminate the information to those employees or contractors who are entitled to have access to it, and ensure that all confidentiality notices set forth on the Confidential Information are reproduced in full on such copies;
 - v. safeguard the Confidential Information with the same degree of care to avoid unauthorized disclosure as the Receiving Party uses to protect its own similar confidential and Confidential Information;
 - vi. disclose the Confidential Information, if required by law or regulation to be disclosed, but only to the extent and for the purposes of such required disclosure; provided, however, that the Receiving Party will first notify the Disclosing Party ten (10) calendar days prior to the impending disclosure, or as soon as possible if the

- Receiving Party has less time to respond, to permit the Disclosing Party to seek appropriate protective order, unless preventing from giving such notice by the relevant law or regulation; and
- vii. disclose the Confidential Information in response to a valid order of a court or other governmental body, but only to the extent of and for the purposes of such order; provided, however, that the Receiving Party will first notify the Disclosing Party of the order unless preventing from giving such notice by the order.

10. Representations and Warranties

You represent and warrant to Somos that:

- a. All information provided to Somos was true, correct and complete at the time of submission and continues to be true, correct and complete during the Term of this Agreement;
- b. You are in good standing with all requirements of Somos and will continue to maintain your good standing throughout the Term of this Agreement;
- c. You have the financial and technical resources necessary to perform your obligations fully, completely and without interruption (except for scheduled down-times as provided herein); and
- d. You will comply with your obligations as set forth in this Agreement.

11. Warranties; Limitations of Liability

- a. **WARRANTIES.** Somos warrants that the API, UI and SFTP will be provided in a manner (i) that meets or exceeds prevailing industry standards, and (ii) that is reasonably designed for the intended use. Somos warrants, to the best of its knowledge after implementing reasonable measures, that the API, UI or SFTP does not contain any third party computer code intentionally designed to disrupt, disable, or harm in any manner the operation of the Services (e.g., "viruses" or "worms"). Somos further warrants, to the best of its knowledge, that the API, UI or SFTP does not infringe any third party trade secret, copyright, or U.S.-issued patent or trademark. OTHER THAN THE FOREGOING, SOMOS AND ANY SOMOS SUBSIDIARY OR AFFILIATE MAKE NO REPRESENTATION OR WARRANTY TO YOU OR TO ANY THIRD PARTY, AND YOU AGREE THAT THE USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICES PROVIDED OR APPROVED BY SOMOS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND (EXPRESS, IMPLIED OR OTHERWISE) AND THAT SOMOS AND ANY SOMOS AFFILIATE ARE NOT LIABLE IN ANY MANNER OR FORM FOR ANY INFORMATION PROVIDED TO SOMOS BY ANY THIRD PARTY AND SOMOS IS NOT RESPONSIBLE FOR HOW YOU USE ANY SUCH INFORMATION. WITHOUT LIMITING THE FOREGOING, SOMOS MAKES NO REPRESENTATION OR WARRANTY THAT (A) THE SERVICES, THE API, THE UI, SFTP, OR PROGRAMS WRITTEN USING THE API, THE UI OR SFTP TO ACCESS OR INTERACT WITH THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR ACHIEVE YOUR INTENDED PURPOSES OR WILL OPERATE WITHOUT INTERRUPTION, WILL NOT EXPERIENCE OUTAGES OR OTHERWISE WILL BE TIMELY, SECURE OR ERROR-FREE; (B) THE INFORMATION OR SERVICES OBTAINED THROUGH OR FROM THE SERVICES, THE API, UI or SFTP WILL BE ACCURATE,

COMPLETE, CURRENT, ERROR-FREE, SECURE OR RELIABLE, OR (C) THAT ANY DEFECTS IN THE SERVICES, THE API, THE UI, SFTP, OR PROGRAMS WRITTEN USING THE API OR THE UI, TO ACCESS OR INTERACT WITH THE SERVICES WILL BE CORRECTED. SOMOS MAKES NO REPRESENTATION REGARDING YOUR ABILITY TO TRANSMIT AND RECEIVE INFORMATION FROM OR TO THE SERVICES, AND YOU AGREE AND ACKNOWLEDGE THAT YOUR ABILITY TO ACCESS THE SERVICES MAY BE IMPAIRED. SOMOS DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF PERFORMANCE, COURSE OF DEALING OR FROM USAGES OF TRADE.

- b. **LIMITATION OF LIABILITY.** EXCEPT INsofar AS THE FOLLOWING LIMITATION MAY BE PROHIBITED BY APPLICABLE LAW, SOMOS WILL NOT BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR EARNING POWER OR LOSS OF DATA). IN NO EVENT WILL SOMOS BE LIABLE TO YOU FOR LOSSES OR DAMAGES DUE TO ERRORS OR INTERRUPTION IN AVAILABILITY OF THE SERVICES, THE API, THE UI OR SFTP, OR FOR LOSSES OR DAMAGES DUE TO ACTS OR OMISSIONS OF OTHERS, INCLUDING WITHOUT LIMITATION YOUR AND OTHERS' USE OF OR INABILITY TO USE, OR RELIANCE UPON INFORMATION OBTAINED FROM THE SERVICES, THE API, THE UI OR SFTP. EXCEPT FOR SECTION 12.A. (INDEMNIFICATION), SOMOS' TOTAL CUMULATIVE LIABILITY TO YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, OR YOUR USE OF THE SERVICES, THE API, THE UI OR SFTP WILL NOT EXCEED TEN THOUSAND DOLLARS (\$10,000.00). THE DISCLAIMERS AND LIMITATIONS SET FORTH IN THIS SECTION WILL APPLY WHETHER OR NOT SOMOS HAS BEEN NEGLIGENT OR OTHERWISE AT FAULT. THE LIMITATIONS SET FORTH IN THIS SECTION APPLY TO ALL CLAIMS AND CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT, STATUTORY OR OTHER LAW.
- c. YOU ACKNOWLEDGE AND AGREE THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK BETWEEN YOU AND SOMOS, AND THAT THESE LIMITATIONS ARE ESSENTIAL TO SOMOS' WILLINGNESS TO MAKE THE SERVICES AND THE API AVAILABLE TO YOU. EACH OF THESE DISCLAIMERS AND LIMITATIONS IS INTENDED TO BE SEPARATELY ENFORCEABLE, REGARDLESS OF WHETHER ANY OTHER REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
- d. FOR PURPOSES OF THE FOREGOING DISCLAIMERS AND LIMITATIONS, AS WELL AS THE INDEMNIFICATION IN SECTION 12 BELOW, "SOMOS" INCLUDES THE CORPORATE BODY SOMOS, INC., ITS SUBSIDIARIES AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS AND REPRESENTATIVES.
- e. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES.

IF THE LAWS OR REGULATIONS OF THESE JURISDICTIONS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

12. Indemnification.

- a. Somos shall pay any and all damages finally awarded by a court of competent jurisdiction or agreed to by Somos in settlement of third-party claims brought against Company alleging that Company's use of the Services in accordance with the Agreement infringes a third-party trade secret, copyright, patent or registered trademark (an "**Infringement Claim**"). In the event of an Infringement Claim, Somos may, in its sole discretion, either: (A) procure for Company the necessary right to continue using the Services; (B) replace or modify any infringing portion of the Services with a functionally equivalent non-infringing substitute thereof; (C) modify the Services so as to be non-infringing; or (D) if none of the foregoing are commercially feasible, terminate this Agreement. Somos' obligations pursuant to this Section 12.a. shall not apply to any Infringement Claim to the extent that it arises as a result of (1) breach of this Agreement or applicable Appendix; (2) use of the Services other than in accordance with Somos documentation; or (3) modification of the Services not performed by Somos. The foregoing states Company's sole and exclusive remedy and Somos' exclusive liability with respect to claims of intellectual property infringement.
- b. You agree to indemnify, to hold harmless and to defend at your sole cost and expense Somos, its subsidiaries and their officers, directors, employees, contractors and representatives from any and all claims, liabilities, damages, losses and expenses, including reasonable attorneys' fees and costs, relating to or arising out of (i) your use or attempted use of any of the Services, the API, the UI or SFTP in breach or violation of this Agreement or in excess of the rights granted to you herein; (ii) your violation of any law or rights of any third party; (iii) any claim which if proven would constitute a breach of your warranties to Somos as set forth herein; or (iv) any claim by a third party arising from your use of the Services, the API, the UI or SFTP, including, without limitation, your use of the data derived from such use of the Services, the API, the UI or SFTP, your performance of any related data analytics and otherwise maintaining your network.

13. Somos Remedies

In the event that you are found to be in default of any of the provisions of Sections 3, 5, 7, 9, or 10, and without limitation of any other remedies available to Somos, Somos may, without waiver or diminution of any and all other remedies available to it, immediately seek injunctive relief, without the necessity of posting bond, or proving irreparable harm or the lack of an adequate remedy at law.

14. Term; Suspension; Termination

- a. **Term.** This Agreement will begin when you accept these terms and conditions in the manner provided herein and will continue until terminated as provided herein.
- b. **Requirements upon Termination.** Upon termination of this Agreement for any reason, all licenses granted hereunder will immediately terminate and:
 - (i) you will cease all use of the Services, the API, the UI and SFTP and the API Specifications and any materials provided by Somos containing Confidential

- Information;
- (ii) you must destroy the API Specifications and any materials regardless of manner or form provided by Somos containing Confidential Information in your possession or control; and
 - (iii) terminate any access to the Services.
- c. **Suspension.** If Somos believes that you are in breach of your obligations under this Agreement, of the API Specification or the terms and conditions of the license for the API, Somos may upon notice to you and without liability to you of any kind suspend your access to the Services. Such suspension will last until Somos either determines, in its absolute discretion, that you have cured the breach or terminates this Agreement as provided in this Section 14. Without limiting the foregoing, Somos may require you to re-apply for authorization to access the Services as a precondition to resuming your access.
- d. **Termination for convenience.** Following the end of the initial six (6) months from the Effective Date, you may terminate this Agreement for convenience at any time by giving Somos thirty (30) calendar days' notice of termination. Somos may terminate this Agreement and any Appendix for convenience at any time by giving you thirty (30) calendar days' notice of termination.
- e. **Termination for cause.** Either Party may terminate this Agreement for cause upon thirty (30) calendar days' written notice to the other Party, in the manner provided herein, if the other Party materially breaches its obligations under this Agreement, unless the other Party cures the breach within the said thirty (30) calendar day period. The notice will specify with reasonable particularity the reasons for termination. Notwithstanding the foregoing, Somos may terminate this Agreement immediately upon notice to you if you breach or violate your obligations under this Agreement respecting Somos' Confidential Information, use your access to the Services or the API the UI or SFTP for a purpose not permitted under this Agreement or take other action that Somos believes jeopardizes or will jeopardize the reliability, soundness or reputation of the Services. If Somos terminates this Agreement for cause, you will immediately satisfy the requirements set forth in Section 14.b. above. If you terminate this Agreement for cause, your sole remedy, and Somos' sole liability, will be payment of damages caused by Somos' breach, subject to the limitations on liability set forth in Section 11.
- f. All obligations that by their nature survive the expiration or termination of this Agreement, including specifically the Confidential Information section, will remain in effect after its expiration or termination until such obligations expire according to their respective terms.

15. General

- a. This Agreement does not grant to you any exclusive right to any of the services or license provided hereunder, and Somos reserves the right to contract with other parties for the provision of these services or license. It is the intent and agreement of the Parties hereto that this Agreement is between Somos and you only, and nothing herein contained will confer upon any third party any rights against Somos, or Somos' subsidiaries, whether under a third party beneficiary in theory or otherwise.
- b. Somos may assign, delegate or subcontract this Agreement in whole or in part to one or more subsidiaries, successors, delegates or subcontractors. You may assign this Agreement only with the prior written consent of Somos, which consent may be withheld in Somos' sole discretion. Any assignment in breach or violation of this Section will be void. All rights and obligations under this Agreement inure to the benefit of and are binding upon

the heirs, successors, and permitted assigns of the Parties.

- c. Somos may modify this Agreement to reflect changes to the law or changes to the Services. Somos will provide advanced notice of such modifications. By continuing to use the Services using the API, the UI or SFTP after the modifications come into effect, you agree to be bound by the revised terms.
- d. Somos may give notice to you by means of a general notice through the Services, electronic mail to your e-mail address on record with Somos, “push” notifications or other similar means, or by written communication sent by first class mail to your address on record with Somos. You hereby consent to receive all such notifications. You may give notice to Somos and such notice will be deemed given when received by Somos at any of the following:
 - Electronic mail to legal@somos.com; or
 - Letter delivered by first class postage prepaid mail or courier to Somos at the following address:
Somos, Inc.
Attn: Legal Department
4 Lan Drive, 2nd Floor
Westford, MA 01886
U.S.A.
- e. Somos will not be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, failure of carriers or suppliers, pandemic, epidemic, government requirement, civil or military authorities, act of God or by the public enemy, or other similar causes beyond the control of Somos (each, a “**Force Majeure**”).
- f. No course of dealing or failure of either Party to enforce strictly any term, right or condition of this Agreement will be construed as a waiver of such term, right or condition.
- g. The express provision herein for certain rights and remedies is in addition to any other legal and equitable rights and remedies to which the non-defaulting Party would otherwise be entitled.
- h. This Agreement will be construed and enforced in accordance with the domestic laws of the Commonwealth of Massachusetts, excluding its conflict of laws rules, and you expressly consent to the exclusive personal jurisdiction of the state and federal courts located in Suffolk County, Boston, Massachusetts for the adjudication of any case or controversy arising under this Agreement, and the Parties hereby waive their right to a trial by jury in any such litigation.
- i. From time to time Somos may make amendments to this Agreement, including its Appendices as the Services evolve. If you do not agree to, or cannot comply with, this Agreement as amended, you must stop using the Services. You will be **deemed** to have **accepted** this Agreement, as it may be **amended** from time to time, if you continue to use any of the Services **after** any amendments to this Agreement are posted on the site.

[Schedule A follows]

SCHEDULE A

SOMOS API LICENSE AGREEMENT

Thank you for your interest in the API for the Services offered by Somos pursuant to the Master Services Agreement (Agreement). Because we are committed to protecting our users, we require you to abide by the terms of this API License Agreement (the “**API License**”). By accessing or using the API in any way you accept the terms of this API License. You represent and warrant that you are authorized to bind your employer to this API License, and you agree that by accessing or using the API in any way you and your employer accept the terms of this API License. The terms “**you**” and “**your**” as used herein refer to you and your employer. The terms “**we**” or “**us**” as used herein refer to Somos, Inc. Capitalized terms not otherwise defined herein will have the definitions as assigned in the Agreement. In the event of any conflict between the terms of the Agreement and the terms of this API License, the terms of this API License will govern.

1) *Definitions.*

- a) “**API**” means the application programming interface for the Services.
- b) “**Application**” means any service, software application, website, interface or other offering that you develop that will use, access or otherwise interact with the Services and/or incorporate any Developer Tools, in whole or in part.
- c) “**Confidential Information**” has the meaning set forth in Section 13.
- d) “**Content**” means the information stored in and retrieved from the Services. Content does not include any information that you obtain independent of Somos and the API.
- e) “**Developer Tools**” means the API and any and all related tools, documentation, sample code and information made available to you by Somos through the Services or otherwise.
- f) “**Trademarks**” has the meaning set forth in Section 7.

2) *License and Permitted Uses.* Subject to your continued compliance with the terms and conditions of this API License, Somos grants to you a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to use the Developer Tools solely for the purpose of developing Applications that interact with the Services.

3) *Restrictions.* You are granted no rights in addition to those granted in Section 2, and your access to and use of the Developer Tools is further conditioned on the following restrictions:

- a) You will not (and will not assist or encourage any third party to): (a) modify, alter or create derivative works of, except in accordance with Section 2, and (b) reverse engineer, disassemble or decompile or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of any software, including, without limitation, the Developer Tools, provided to you as part of this API License;
- b) You will not access or use the Developer Tools or interact with the API except in accordance with Section 2;
- c) Your Applications will not contain or introduce any computer code designed to disrupt, disable, harm, distort or otherwise impede in any manner the legitimate operation of any software, including, without limitation, the Developer Tools (including, without limitation, any viruses, worms, trojan horses, time bombs, and back doors);
- d) Your Applications will not infringe any third party's intellectual property or other proprietary rights;

- e) You will not use the Developer Tools in any manner that could damage, disable, overburden or impair any Somos offering, including, without limitation, the Services, any Somos service or website; negatively affect or interfere with the use and enjoyment of any Somos offering by any third party; or disrupt the normal flow of traffic of any Somos offering;
 - f) You will comply with all applicable laws, regulations, contracts, and policies, including, without limitation, current Somos policies, applicable to you concerning the use of the Developer Tools, including your Application's use of, access to, or otherwise interaction with the Services;
 - g) You will not remove any product identification, proprietary, copyright or other notice contained in any software, including, without limitation, the Developer Tools, provided to you as part of this API License;
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[End of Schedule A]