

API LICENSE AGREEMENT

By accepting this Agreement, either by accessing or using the API, or authorizing or permitting any individual to access or use the API, Licensee agrees to be bound by this Agreement. If You are entering into this Agreement on behalf of a company, organization or another legal entity (an "Entity"), You are agreeing to this Agreement for that Entity and representing both to FLYERALARM GmbH and FLYERALARM PRO GmbH that You have the authority to bind such Entity and its Affiliates to this Agreement, in which case the terms "Licensee", "You", "Your" or a related capitalized term herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not accept this Agreement and may not access nor use the API.

1. DEFINITIONS

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 Reseller Agreement (if such existent) or such other applicable agreement between Licensee and FLYERALARM PRO GmbH and/or FLYERALARM GmbH relating to its access to and use of the API.

"**API**" means an API and any accompanying or related documentation, source code, SDKs, executable applications and other materials made available by FLYERALARM GmbH, including, without limitation, on the websites: <https://flyeralarm.com> and <https://flyeralarm.pro> (e.g. the Reseller API and the StartNOW manual order system).

"**Application**" means paid or unpaid web or other software applications (e.g. Online-Shops) or services developed by Licensee that utilize or interact with the API or otherwise interact with the Services and are authorized to be Published pursuant to this Agreement.

"**End-User**" means any person or entity that purchases a Product or Products solely for its own internal use.

"**Intellectual Property Rights**" means patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

"**Internal Use**" means the use of the API for Licensee's internal business purposes.

"**Marks**" means FLYERALARM and FLYERALARM GmbH's other product and service names, trademarks, service marks, branding and logos made available for use in connection with the APIs pursuant to this Agreement.

"**Privacy Policy**": means the Privacy Policy found on the website: <https://flyeralarm.pro/privacypolicy>

"**Publish/Published/Publishing**" means the making of any Application available to any Third-Party, e.g. End-Users, other than Licensee or for any purpose other than for use by Licensee for Internal Use.

2. PURPOSE AND LICENSE

2.1 This Agreement and any and all restrictions and policies implemented by FLYERALARM PRO GmbH from time to time with respect to the API govern Licensee's rights to use and access the API for the purpose of developing, implementing and Publishing Applications. Licensee's access to and use of the API for Internal Use is governed by this Agreement.

2.2 Subject to this Agreement, including the restrictions set forth in Section 3, FLYERALARM PRO GmbH grants to Licensee a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the

Term (as defined in Section 12) to use and make calls to the API to develop, implement and distribute Applications for the use by End-Users.

2.3 FLYERALARM GmbH and FLYERALARM PRO GmbH shall have, both on their own, and Licensee hereby grants to FLYERALARM GmbH and FLYERALARM PRO GmbH, a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit and/or incorporate into FLYERALARM GmbH's API and/or products or services and/or otherwise use in any manner any suggestions, enhancement requests, recommendations or other feedback FLYERALARM GmbH and/or FLYERALARM PRO GmbH receives from Licensee.

3. RESTRICTIONS AND RESPONSIBILITIES

The licenses granted in Section 2 of this Agreement are explicitly conditioned on Licensee's adherence to the following restrictions and compliance with its responsibilities as set forth herein.

3.1 Licensee must comply with all restrictions set forth in this Agreement and the Privacy Policy in all uses of the API and in Publishing Applications. Licensee must also comply with all restrictions set forth in this Agreement. If FLYERALARM PRO GmbH believes, in its sole discretion, that Licensee has violated or attempted to violate any term, condition or the spirit of this Agreement, the license afforded Licensee pursuant to this Agreement may be temporarily or permanently revoked, with or without notice to Licensee.

3.2 In order to use and access the API, Licensee must obtain API credentials (a "Token"). Licensee may not share its Token with any third party, shall keep such Token and all Login information secure, and shall use the Token as Licensee's sole means of accessing the API.

3.3 Licensee shall not use or assist a third party in using the API in such a way to circumvent the requirement of becoming a FLYERALARM PRO GmbH Licensee. Licensee is not permitted to use the API or any data in any manner that does or could potentially undermine the security of the API or any data or information stored or transmitted using the API. In addition, Licensee shall not, and shall not attempt to: (a) interfere with, modify or disable any features, functionality or security controls of the API, (b) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the API, or (c) reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the API.

3.4 Licensee acknowledges that Licensee is solely responsible, and that neither FLYERALARM GmbH nor FLYERALARM PRO GmbH has no responsibility or liability of any kind, for the content, development, operation, support or maintenance of Licensee's Applications. Without limiting the foregoing, Licensee 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 the API; (f) ensuring that its Applications do not violate any applicable law or third party right.

3.5 Licensee 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, Licensee shall not violate any explicit rate limitations on calling or otherwise utilizing an API.

3.6 Licensee shall not make any modifications to any API-provided data, other than as reasonably necessary to modify the formatting of such data in order to display it in a manner appropriate for the pertinent Applications.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 To the extent Licensee's Applications transmit data (e.g. End-User-Data), Licensee represents and warrants that Licensee has notified all users of such Applications that their data will be transmitted to a third party. Licensee shall maintain and handle all data in accordance with privacy and security measures reasonably adequate to preserve the confidentiality and security of all End-Users and all applicable privacy laws and regulations, and in no event less protective than the measures and policies set forth in the Privacy Policy.

4.2 Licensee represents, warrants and covenants that (a) Licensee 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; (b) its Applications do not and will not contain or introduce any Malicious Software into the API or other data stored or transmitted using the API.

5. MODIFICATIONS

Licensee acknowledges and agrees that FLYERALARM PRO GmbH may modify this Agreement, the API and the Privacy Policy, from time to time (a "Modification"). Modifications shall be communicated through the API, on <https://flyeralarm.pro> or any other website owned and operated by FLYERALARM PRO GmbH or through a form of direct communication from FLYERALARM PRO GmbH to Licensee. Licensee further acknowledges and agrees that such Modifications may be implemented at any time and without any notice to Licensee. Licensee shall, within seven (7) 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)) (the "Conformance Period") 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). Licensee acknowledges that a Modification may have an adverse effect on Applications, including but not limited to changing the manner in which Applications communicate with the API and display or transmit data. FLYERALARM GmbH and FLYERALARM PRO GmbH shall have no liability of any kind to Licensee or any user of Licensee's Applications with respect to such Modifications or any adverse effects resulting from such Modifications. Licensee's continued access to or use of the API following the Conformance Period shall constitute binding acceptance of the Modification(s) at issue.

6. OWNERSHIP

Subject to the limited licenses expressly provided in this Agreement, nothing in this Agreement transfers or assigns to FLYERALARM GmbH and/or FLYERALARM PRO GmbH any of Licensee's Intellectual Property Rights in its Applications or Licensee's Marks or other technology.

7. SUPPORT

This Agreement does not entitle Licensee to any support for the API, unless Licensee makes separate arrangements with FLYERALARM GmbH or FLYERALARM PRO GmbH for such support. Licensee is solely responsible for providing all support and technical assistance to End-Users of its Applications who access, deploy and/or purchase its Applications. Licensee acknowledges and agrees that FLYERALARM GmbH or FLYERALARM PRO GmbH has no obligation to provide support or technical assistance to the users of Applications and Licensee shall not represent to any such users that FLYERALARM GmbH or FLYERALARM PRO GmbH is available to provide such support. Licensee agrees to use commercially reasonable efforts to provide reasonable support to users of its Applications.

8. CONFIDENTIALITY

Licensee may from time to time, gain access to Confidential Information. Licensee may use Confidential Information only to the extent necessary to exercise its rights under this Agreement. Subject to the express permissions set forth herein, Licensee may not disclose Confidential Information to a third party without the prior express consent of FLYERALARM GmbH or FLYERALARM PRO GmbH, provided in writing or by email. Without limiting any other obligation of Licensee under this Agreement, Licensee agrees that it will protect Confidential Information from unauthorized use, access, or disclosure in the same manner that Licensee would use to protect its own confidential and proprietary information of a similar nature and in any event with no less than a reasonable degree of care.

9. DISCLAIMER OF WARRANTIES

Unless Licensee makes separate arrangements either with FLYERALARM GmbH or FLYERALARM PRO GmbH, Licensee acknowledge (a) that the API and the API specification are provided "as is," without warranty of any kind, and may not be functional on any machine or in any environment, (b) to the extent permitted by applicable law, that FLYERALARM GmbH and FLYERALARM PRO GmbH disclaims all warranties relating to the API, express or implied, including, but not limited to, any warranties against infringement of third party rights, merchantability and fitness for a particular purpose (c) that FLYERALARM GmbH and FLYERALARM PRO GmbH makes no representations or warranties regarding the suitability of the API or the API specification for the intended requirements or purposes, including for use with your software application. all aspects of 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 FLYERALARM GmbH and FLYERALARM PRO GmbH 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. Licensee acknowledges that FLYERALARM GmbH and FLYERALARM PRO GmbH 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 Licensee from FLYERALARM GmbH and/or FLYERALARM PRO GmbH or through the service shall create any warranty not expressly stated in this agreement.

10. LIMITATION OF LIABILITY

10.1 Notwithstanding anything to the contrary in this agreement, the aggregate liability of FLYERALARM GmbH and FLYERALARM PRO GmbH, each on his own, to Licensee or any third party arising out this agreement, shall in no event exceed ten thousand euros (EUR 10,000.00). any claim arising out of or relating to this agreement must be brought within one (1) year of the first event or occurrence giving rise to the claim.

10.2 Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, which means that some of the above limitations may not apply to Licensee. IN THESE JURISDICTIONS, THE LIABILITY OF FLYERALARM GMBH AND FLYERALARM PRO GMBH WILL BE LIMITED EACH TO THE GREATEST EXTENT PERMITTED BY LAW. The limitations set forth in this Section 10 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

11. INDEMNIFICATION

Licensee will indemnify, defend, and hold both FLYERALARM GmbH and FLYERALARM PRO GmbH, each on his own, harmless from and against and all liability, damages, losses and expenses (including reasonable attorneys' fees and costs) which arise out of Licensee's negligence, breach or other performance of the Agreement, or violation of any law or right of a third party, or that of Licensee's employees, subcontractors, or agents.

12. TERM AND TERMINATION

This Agreement shall commence either by accessing or using the API, or authorizing or permitting any individual to access or use the API and will remain in effect until terminated pursuant to this Section 12 (the, "Term"). Either party may terminate this Agreement at any time, for any reason, or for no reason including, but not limited to, if Licensee violates any provision of this Agreement. Any termination of this Agreement shall also terminate the licenses granted to Licensee hereunder. Upon termination of this Agreement for any reason, Licensee shall cease using, and either return to FLYERALARM PRO, or destroy and remove from all computers, hard drives, networks, and other storage media, all copies of any materials licensed pursuant to this Agreement and any Confidential Information in Licensee's possession, and shall certify to FLYERALARM PRO GmbH that such actions have occurred. Sections 2.3 and Section 8-16 shall survive any termination of this Agreement.

13. ASSIGNMENT; ENTIRE AGREEMENT; REVISIONS

13.1 Licensee may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Licensee's rights under this Agreement or delegate performance of Licensee's duties under this Agreement without FLYERALARM PRO's prior consent, which consent will not be unreasonably withheld. FLYERALARM PRO GmbH may, without Licensee's consent, assign this Agreement to any Affiliate or in connection with any merger or change of control of FLYERALARM PRO GmbH or the sale of all or substantially all of its assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

13.2 Unless Licensee makes separate written arrangements either with FLYERALARM GmbH or FLYERALARM PRO GmbH, this Agreement, together with the Privacy Policy, constitutes the entire agreement among the parties with respect to the subject matter of this Agreement. Either party's failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

14. SEVERABILITY

If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

15. RELATIONSHIP OF THE PARTIES

The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship among the parties.

16. APPLICABLE LAW

16.1 This Agreement shall be governed, construed, and enforced in accordance with the laws of the Federal Republic of Germany, without regard to its conflict of laws rules.

16.2 The parties submit all their disputes arising out of or in connection with this Agreement to the exclusive jurisdiction of the Courts of Frankfurt am Main, Germany.

16.3 The parties shall comply with any and all applicable laws, rules and regulations of the governmental authorities concerned.