

## **Nanome Plugin Developer Usage Tier Attachment**

This Plugin Developer Usage Tier Attachment (“Plugin Developer Attachment”) is an attachment to and made part of the Nanome License Agreement (the “Agreement”) by and between Nanome, Inc. and Customer, and provides supplemental terms applicable to Customer’s use of Nanome’s Plugin developer application programming interface to develop Plugins for use with the Software. This Plugin Developer Attachment supersedes the terms of the Agreement only to the extent that its terms conflict with the terms of the Agreement. Capitalized terms used but not defined herein have the meanings provided in the Agreement.

### **1. DEFINITIONS.**

**1.1.** “API” means Nanome’s proprietary application programming interface, which, in connection with the use of the Libraries, enables the development of Plugins for use with the Software.

**1.2.** “API Key” means a unique authentication key, associated with Customer’s Account, which enables the use of the API.

**1.4.** “Authorized Purposes” means use of the API and Software for Customer’s internal business purposes in the development of one or more Plugins for use with the Software, and not for the provision of services to any third party or the development of plugins for any other platform.

**1.5.** “Library” means a Nanome proprietary programming library that provides certain functionality to Plugins.

### **2. LICENSES; RESTRICTIONS AND ACCEPTABLE USE**

**2.1.** API License Grant. Subject to Customer’s and its Users’ compliance with the terms and conditions of the Agreement, Supplier, during the relevant License Term, hereby grants Customer and, if applicable, its Users, a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the API, in accordance with the applicable Documentation, for the sole purpose of (i) developing Plugins that utilize Nanome Libraries and (ii) allowing such Plugins to communicate and interoperate with the Software.

**2.2.** API Key. Nanome will issue an API Key to Customer and associate with Customer’s Account, which API Key must be referenced in all of Customer’s Plugin’s calls to Nanome Transport Servers (aka plugin relay server). Such API Keys are Nanome’s Confidential Information, may not be shared, and may not under any circumstances be used by any software that is not a Plugin.

**2.3.** License Restrictions. Except to the extent expressly permitted in this Agreement, the Documentation or an applicable Order Form, Customer shall not directly or indirectly: (a) use (including make any copies of) the API or Documentation beyond the scope of the license granted under Section 2.1; (b) provide anyone, including any subcontractor, independent contractor, affiliate or service provider with access to or use of the API, Software, or Documentation; (c) modify, translate, adapt or otherwise create derivative works or improvements, whether or not patentable, of the API or any part thereof; (d) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the API; (e) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other

intellectual property or proprietary rights notices from the Documentation, including any copy thereof; (f) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the API or any features or functionality of the API, to any third party for any reason, whether or not over a network and whether or not on a hosted basis, including in connection with the internet, web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud or other technology or service..

**2.4. Acceptable Use.** Customer hereby represents and warrants that it will not, and will not permit any third party to: (a) attempt to disable or circumvent any security mechanisms used by the API or Software, or otherwise attempt to gain unauthorized access to any portion or feature of the API, Software or any other systems or networks connected to the API or Software, by hacking, password "mining", or any other illegal means; (b) use any device, software or routine to interrupt or interfere, or attempt to interrupt or interfere with, the proper operation and working of the API or Software or any transaction being conducted thereon, or with any other person's use of the API or Software; (c) breach any security measures implemented on the API or Software or otherwise attempt to use the API or Software in a way that is intended to avoid incurring fees or exceed those usage limits set forth in applicable Order Form(s); (d) distribute, publish or allow access or linking to the API or Software from any location or source other than Customer's Plugin(s); (e) collect, track or seek to trace any information on any person who uses the API or Software except as permitted under this Agreement; (f) forge headers or otherwise manipulate identifiers in order to disguise Customer's identity, or the origin of any message or other communication or data; (g) develop any Plugin or use the API or Software for any illegal purpose, for soliciting the performance of any illegal activity, for any fraudulent, unethical or inappropriate purposes, or as otherwise prohibited by the Agreement or applicable laws, rules or regulations, including, without limitation, laws applicable to the export of software and data; or (h) upload or otherwise process any malicious content to, though, or in connection with the Software and/or Services.

**2.5. Temporary Suspension.** Supplier may temporarily suspend Customer's or its Users' access to the to the API and/or Nanome Transport Servers if either Customer or any of its Users is engaged in, or Supplier in good faith suspects Customer or any of its Users is engaged in, any unauthorized conduct (including, but not limited to any violation of the Agreement). Supplier will attempt to contact Customer prior to or contemporaneously with such suspension; provided, however, that Supplier's exercise of the suspension rights herein shall not be conditioned upon Customer's receipt of any notification. A suspension may take effect for Customer's entire account and Customer understands that such suspension would therefore include its Users' accounts. Customer agrees that Supplier shall not be liable to Customer, Users, or any third party if Supplier exercises its suspension rights as permitted by this Section. Upon determining that Customer has ceased the unauthorized conduct leading to the temporary suspension to Supplier's reasonable satisfaction, Supplier shall reinstate Customer's and its Users' access to and use of the Hosted Software. Notwithstanding anything in this Section to the contrary, Supplier's suspension of access to the Hosted Software is in addition to any other remedies that Supplier may have under this Agreement or otherwise, including but not limited to termination of this Agreement for cause. Additionally, if there are repeated incidences of suspension, regardless of the same or different cause and even if the cause or conduct is ultimately cured or corrected, Supplier may, in its reasonable discretion, determine that such circumstances, taken together, constitute a material breach.

### **3. CUSTOMER OBLIGATIONS.**

**3.1** Customer System. For purposes of this Usage Tier Attachment, the definition of Customer System in the Agreement shall be expanded to include all of Customer's internal website(s), servers, computing devices and other equipment and software, including, without limitation, any mobile devices, virtual reality systems and other devices and systems necessary for Customer's development, hosting and use of its Plugins.

**3.2.** Libraries. The Libraries include and/or provides access to software, content, data or other materials that are provided to Customer on license terms that are different from those contained in this Usage Tier Attachment. Customer's use of such Libraries is subject to and governed by the licenses provided with them and not the license granted herein. Customer agrees to comply with all such Library licenses and understands and agrees that any breach of such licenses by Customer or any of its Users is also a breach of the Agreement.

**3.3.** Plugin Monitoring. Customer agrees to monitor the use of its Plugins for any activity that violates the laws, policies and guidelines set forth in this Section 2, including any fraudulent, inappropriate or potentially harmful behavior, and promptly restrict any offending Plugin users from further use of the Plugin(s).

### **4. PROPRIETARY RIGHTS.**

**4.1.** Ownership. As between Supplier and Customer, and subject to Supplier's ownership of the Software, Libraries and API, all right, title and interest in the Plugins developed by Customer hereunder belongs to and is retained solely by Customer. As between Supplier and Customer, all right, title and interest in and to the Software, Libraries and API belongs to and is retained solely by Supplier.

### **5. DISCLAIMER OF WARRANTIES.**

**5.1** Disclaimer. THE API IS PROVIDED ON AN AS-IS BASIS AND CUSTOMER'S USE THEREOF IS AT ITS OWN RISK. SUPPLIER DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS, STATUTORY AND IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NO AGENT OF SUPPLIER IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES OF SUPPLIER AS SET FORTH HEREIN. SUPPLIER DOES NOT WARRANT THAT: (A) THE USE OF THE API WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY NON-SUPPORTED HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE API WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; OR, (C) THE API WILL BE ERROR-FREE OR THAT ERRORS OR DEFECTS IN THE API WILL BE CORRECTED. USE OF THE API MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. SUPPLIER IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS.

### **6. INDEMNIFICATION.**

6.2 Indemnity. In addition to the parties' obligations under Section 11 of the Agreement, Customer shall defend the Supplier Indemnified Parties from and against any and all Third-Party Claims which arise out of or relate to: (a) Customer's use or alleged use of the API or Plugins other than as permitted under this Agreement, or (b) Customer's or its Users' use of the API Or Plugins in violation of any applicable law, regulation or the Intellectual Property Rights or other rights of any third party.