API Licence Agreement

BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) ACCESSING, DOWNLOADING OR USING THE APIS, OR (3) OTHERWISE INDICATING YOUR ACCEPTANCE OF THIS LICENCE AGREEMENT, YOU ("LICENSEE") ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS LICENCE AGREEMENT ("AGREEMENT").

BIGCHANGE MAY CHANGE THIS AGREEMENT BY POSTING A REVISED VERSION AT HTTPS://WWW.BIGCHANGE.COM/LEGAL OR ANY OTHER APPLICABLE BIGCHANGE WEBSITE AND SUCH CHANGES WILL BE EFFECTIVE UPON POSTING. YOUR USE OF THE API (AS DEFINED BELOW), FOLLOWING ANY SUCH CHANGES, WILL CONSTITUTE YOUR ACCEPTANCE OF THOSE CHANGES.

1. API and Content Description. Licensee desires to license certain of BigChange's ("Company") application programming interfaces and their associated tools and documentation ("APIs"), that are designed to permit Licensee to receive data and content ("Content") from Company's proprietary products so that Licensee can create an application or service or enhance an existing application or service (Licensee's "Application"). "Customer Data" means any data, information or content belonging to a customer of Company that is accessed, retrieved, transmitted or processed through the APIs by Licensee or the Application. "API Credentials" means any authentication keys, tokens, passwords or other credentials issued by Company to Licensee to enable access to the APIs.

2. API and Content Licence. Subject to the terms and conditions of this Agreement, Company grants Licensee a limited, non-exclusive, non-sublicensable, non-transferable, non-assignable licence under Company's intellectual property rights during the term of this Agreement to: (a) use the APIs to develop, test, and support the Application; (b) distribute or allow access to Licensee's integration of the APIs within the Application to end users of the Application; and (c) display the Content received from the APIs within the Application. Licensee has no right to distribute or allow access to the stand-alone APIs.

3. Customer Authorisation and Data Use. Licensee may access and use Customer Data obtained through the APIs only with the express authorisation of the applicable customer and solely for the purpose of providing the Application or services to that customer. For the avoidance of doubt, customer authorisation may be provided directly by the customer, including via self-service configuration or authentication flows made available through the Application. Licensee remains responsible for ensuring that such authorisation is valid and properly obtained. Licensee must not access or use Customer Data for any purpose not authorised by the customer or inconsistent with this Agreement. Licensee must not retain Customer Data longer than reasonably necessary to provide the Application to the relevant customer. Upon termination of a customer's authorisation or upon request by Company, Licensee must promptly delete or cease access to the applicable Customer Data. The customer is solely responsible for granting, managing and revoking access to its data via the APIs, including where access is provided to any third party through the Application, and for all consequences of such access. Company has no responsibility or liability for any acts or omissions of such third parties or for any access to or use of Customer Data that is authorised by or occurs as a result of authorisation provided by the customer. Where Company provides development, configuration or integration services in connection with the APIs at the request of a customer, the customer remains responsible for determining the scope of access, the selection of any third parties, and the use of Customer Data in connection with such integrations. Without limiting the foregoing, Company will not be responsible for the foregoing matters or for the customer's configuration of the Application or use of the APIs, including where such configuration or access is implemented by or with the assistance of Company, except to the extent required by applicable law or expressly agreed in writing.

4. Developer Documentation. Licensee's use of the APIs and display of the Content must comply with the technical documentation, usage guidelines, call volume limits, and other documentation ("Developer Documentation") maintained at Company's developer site located at https://developers.bigchange.com/ ("Developer Site"). In the event of any conflict between the Developer Documentation and this Agreement, this Agreement shall prevail.

5. API Usage Limits. Company may impose limits on the number of API requests that Licensee may make within a given period of time. Company may monitor Licensee's use of the APIs to enforce limits, ensure compliance with this Agreement, and protect the security, integrity, and performance of the APIs and Company services. Company may modify such limits from time to time in its sole discretion. Company may enforce usage limits programmatically, including by throttling, rate limiting, rejecting requests, delaying or queueing processing, or suspending or restricting access to the APIs. Where Licensee exceeds applicable limits, Company may, at its sole discretion: (a) permit continued usage and charge additional fees at Company's then-current rates; or (b) restrict, throttle, suspend, or block access to the APIs. Usage limits do not guarantee availability, throughput, or performance and do not constitute a service level commitment. Company may prioritise, deprioritise, or allocate system resources between customers at its discretion.

6. Service Quotas & Usage Limits Policy. Licensee's use of the APIs is subject to Company's Service Quotas & Usage Limits Policy (the "Service Quotas Policy"), available here, as updated from time to time. The Service Quotas Policy is incorporated into and forms part of this Agreement. Licensee must comply with the Service Quotas Policy, and any breach of the Service Quotas Policy will constitute a breach of this Agreement. Continued use of the APIs constitutes acceptance of the Service Quotas Policy as updated. To the extent of any inconsistency between this Agreement and the Service Quotas Policy in relation to usage limits, rate limits, or enforcement mechanisms, the Service Quotas Policy will prevail.

7. API Credentials. Company may issue API Credentials to Licensee to enable access to the APIs. Licensee is responsible for maintaining the confidentiality and security of its API Credentials and must not disclose them to any third party except as necessary for Licensee's employees or contractors performing work under this Agreement. Licensee is responsible for all activities conducted using its API Credentials. Licensee must immediately notify Company if it becomes aware of any unauthorised use or compromise of its API Credentials.

8. Restrictions. Licensee must obtain all necessary permissions and authorisations from customers before accessing their accounts or Customer Data via the APIs. Except as expressly authorised under this Agreement or by Company in writing, Licensee shall not: (i) Disclose or provide the APIs to any person or entity other than to Licensee's employees or independent contractors who are individuals, provided: (a) such independent contractors enter into an agreement with Licensee at least as protective of Company's rights as this Agreement; and (b) Licensee hereby agrees to be responsible for, and liable to Company for, any breaches of such agreements by Licensee's independent contractors, (ii) use the APIs for any illegal, unauthorised or otherwise improper purposes, or in any manner which would violate this Agreement or the Developer Documentation, or breach any laws or regulations, or violate the rights of third parties; (iii) remove any legal, copyright, trademark or other proprietary rights notices contained in or on materials Licensee receives or accesses pursuant to this Agreement, including but not limited to, the APIs, the Developer Documentation, and the Content; (iv) solicit or induce or attempt to induce, directly or indirectly, a customer of the Company to terminate or reduce its engagement with the Company; (v) sell, lease, share, transfer, sublicense or fail to protect the confidentiality of any Content obtained through the APIs, directly or indirectly, to any third party, including any data broker, ad network, ad exchange, or other advertising monetisation-related party; (vi) use the APIs in a manner that, as determined by Company in its sole discretion, exceeds applicable usage limits or constitutes excessive or abusive usage or otherwise fails to comply or is inconsistent with any part of the Developer Documentation; (vii) use the APIs, Content, Customer Data, Developer Documentation, API Credentials, or any information obtained through API access to develop, operate, market, commercialise, or make available any application, integration, module, add-on, product, or service that competes with, is designed to replace or bypass, materially overlaps with, or acts as a commercial substitute for any Company product, service, module, add-on, paid feature, or separately chargeable functionality, except with Company's prior written consent; (viii) use the APIs, Content, Customer Data, Developer Documentation, API Credentials, or any information obtained through API access to connect, integrate, interoperate with, enable, support, or transfer data to any third-party product, service, platform, application, integration, module, or add-on where Company determines in its sole discretion that such use competes with, is designed to replace or bypass, materially overlaps with, or acts as a commercial substitute for any Company product, service, module, add-on, paid feature, or separately chargeable functionality, except with Company's prior written consent; (ix) use the APIs in conjunction with, or combine content from the APIs with, Company content obtained through scraping or any other means outside the official Company APIs; (x) interfere with or disrupt Company services or servers or networks connected to Company services, or disobey any requirements, procedures, policies or regulations of networks connected to Company services, or transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature through your use of the APIs; (xi) copy, adapt, reformat, reverse-engineer, disassemble, decompile, download, translate or otherwise modify the APIs, Content, Company's website other content or services, or any of our other services, through automated or other means; or (xii) use data obtained through the APIs to build or enhance datasets for resale, analytics services, or machine learning or artificial intelligence models, except to the extent strictly necessary to operate the Licensee Application for the applicable customer. This Agreement does not include any right for Licensee to use any trademark, service mark, trade name or any other mark of Company or any other party or licensor. No rights or licenses are granted except as expressly set forth herein.

9. Proprietary Rights. As between the parties, Company owns all rights, title, and interest in and to the APIs and to all output and executables of the APIs, and, subject to the foregoing, Licensee owns all rights, title, and interest in and to the Application. Except to the limited extent expressly provided in this Agreement, neither party grants, and the other party shall not acquire, any right, title or interest (including, without limitation, any implied licence) in or to any property of the first party. All rights not expressly granted herein are deemed withheld.

10. User Agreements. You shall enter into a valid and binding end user licence agreement with all users of your Application (the "EULA") that contain the same restrictions on the use of the Content as those contained in this Agreement. Additionally such EULA shall contain limitations of liability and warranty disclaimers with respect to the Content consistent with the limitations contained herein.

11. Licensee's access to the APIs is subject to payment of the fees as advertised by the Licensor from time to time. The Licensor may amend such fees on not less than 30 days' prior written notice.

12. Support. Licensee agrees to report to Company any errors or difficulties discovered, including the conditions and circumstances in which such errors occur. Company is in no way obligated to provide Licensee with any error correction or support, but may provide whatever error correction and/or support services Company may determine in its sole discretion (and anything it provides in connection therewith will be deemed part of the API).

13. API Changes. Company may modify, update, suspend or discontinue any part of the APIs at any time. Company will use reasonable efforts to provide advance notice of material changes where practicable, including through the Developer Site or developer communications.

14. Confidentiality. The API (including, without limitation, all improvement, derivatives, modifications and the like) constitutes Company's confidential information ("Confidential Information"). Licensee hereby agrees (i) to hold the Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions the Licensee employs with respect to its own confidential materials), (ii) not to divulge any Confidential Information to any third person (except consultants, subject to the conditions stated below), (iii) not to use any Confidential Information except for the purposes set forth in this Agreement, and (iv) not to copy or reverse engineer any Confidential Information. Any employee or consultant given access to the Confidential Information must have a legitimate "need to know" and shall be similarly bound in writing. Licensee acknowledges and agrees that due to the unique nature of the Company's Confidential Information, there can be no adequate remedy at law for any breach of its obligations hereunder and therefore, that upon any such breach or any threat thereof, Company shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

15. Security Requirements. Licensee must implement and maintain reasonable administrative, physical and technical safeguards designed to: (i) protect the security, confidentiality and integrity of Customer Data and Content obtained

through the APIs; (ii) prevent unauthorised access, use or disclosure of such data; and (iii) protect the APIs and Company systems from unauthorised access or misuse arising from Licensee's Application.

16. Security Incident Notification. Licensee must promptly notify Company if Licensee becomes aware of any actual or suspected security incident, unauthorised access, data breach or other compromise involving: (i) the APIs, (ii) API Credentials, or (iii) Customer Data obtained through the APIs. Licensee must cooperate with Company in investigating and resolving any such incident.

17. Indemnity. Licensee agrees that Company, its affiliates and their directors, officers and employees (Indemnified Parties), shall have no liability whatsoever for (i) any use Licensee makes of the API or (ii) Licensee's Application. Licensee shall indemnify and hold harmless the Indemnified Parties from any and all claims, damages, liabilities, costs and fees (including reasonable attorneys' fees) arising from or in connection with: (i) Licensee's use of the APIs or operation of the Application; (ii) any access to or use of Customer Data by Licensee or any third party authorised by or acting on behalf of Licensee or a customer, including any use that occurs as a result of authorisation provided by a customer; (iii) any breach by Licensee of this Agreement, including any failure to obtain or maintain valid customer authorisation; or (iv) any acts or omissions of any third party that accesses or uses the APIs or Customer Data through the Application.

18. Warranty Disclaimer. The parties acknowledge that the API, Content and any services are provided "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY AND ITS LICENSORS DISCLAIM ALL WARRANTIES RELATING TO THE API OR ANY SERVICES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT GUARANTEE THAT THE OPERATION OF ANY API WILL BE UNINTERRUPTED OR ERROR-FREE.

19. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY AND ITS LICENSORS SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR THE TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (B) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS OR (C) FOR ANY AMOUNT IN THE AGGREGATE EXCEEDING ONE THOUSAND POUNDS STERLING (£1,000). COMPANY AND ITS LICENSORS SHALL NOT BE RESPONSIBLE FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. Company may rely on third-party service providers to deliver the APIs. Company is not responsible for any limitations, failures, or delays caused by such providers.

20. Termination. This Agreement shall continue until terminated as set forth in this section or for the term set forth in the applicable services or order form entered into by the parties. Either party may terminate this Agreement at any time. Any termination of this Agreement shall also terminate the licenses granted hereunder. Upon termination of this Agreement for any reason, Licensee shall destroy and remove from all computers, hard drives, networks, and other storage media all copies of Company's Confidential Information, and shall so certify to Company that such actions have occurred. Upon termination of this Agreement, Licensee must cease accessing the APIs and must delete any Customer Data obtained through the APIs unless retention is required by applicable law. Any provisions of this Agreement that by their nature are intended to survive termination or expiry will survive, including without limitation provisions relating to restrictions on use, intellectual property rights, confidentiality, indemnification, limitation of liability, and dispute resolution.

21. Suspension, Restriction and Refusal of API Access. Company may, without liability, refuse, suspend, restrict, throttle, revoke, block, condition, or otherwise limit access to the APIs, API Credentials, Content, Customer Data, or any API endpoint for any Licensee, Application, integration, vendor, third-party product or platform, use case, or category of use where Company reasonably determines that such access or use: (a) breaches or may breach this Agreement, the Service Quotas Policy, or the Developer Documentation; (b) poses or may pose a security, privacy, legal, regulatory, operational, reputational, technical, or availability risk to Company, its customers, the APIs, or Company services; (c) may adversely affect Company's commercial interests; or (d) is otherwise not approved by Company.

22. Governing Law, Exclusive Jurisdiction and Venue. This Agreement is governed by the laws of England and Wales. Each party irrevocably submits to the exclusive jurisdiction of the courts in London, England, and the courts of appeal from them. To the maximum extent permitted, each party irrevocably and unconditionally waives any right to a trial by jury in respect of any legal action arising out of or related to this agreement.

23. General. No waiver of rights under this Agreement by either party shall constitute a subsequent waiver of any right under this Agreement and all waivers must be in writing. In the event that any term of this Agreement is held by a court to be unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. Licensee may not assign or transfer this Agreement (or any part hereof) without the prior written consent of Company. Company shall have the right to freely assign or otherwise transfer this Agreement (in whole or part). All notices required or permitted under this Agreement will be in writing and will be sent (i) if to Company: general.counsel@simprogroup.com, and if Licensee: such email address as Licensee provides to Company on registering for the API (or, in either case, such other address as a party may designate in writing). This Agreement is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties with respect thereto.