# **API Licensing Agreement**

This Customer Agreement (hereinafter - the "Agreement") sets out the terms and conditions of using the Patriot Exchange website (hereinafter "Terms of Use"), accessible at https://Patriot Exchange.com (hereinafter, the "Website"). Before using the Website, the natural person (hereinafter "Customer") must read, agree with and accept these Terms of Use. If the Customer doesn't accept the terms of this Agreement and shall not accept to be bound by all the terms of this Agreement, they should stop using the Website immediately.

This API licensing agreement (hereinafter referred to as the "Agreement") defines the access rights of the Customer (hereinafter referred to as "Licensee") over APIs, data and documentation provided and licensed by Patriot Exchange. By using Patriot Exchange APIs, the Customer is under obligation to comply with the terms of the Agreement. If the Customer does not agree with the terms of the Agreement, they can not use APIs.

APIs are protected by copyright and international copyright agreements, as well as other intellectual property laws.

# 1. General provisions

- **1.1** An "application programming interface" or "API" is a set of libraries, tools, sample source codes, published specifications and documentation developed by Patriot Exchange. At its own discretion, Patriot Exchange may provide updates or API additions for Licensees.
- **1.2** The documentation includes (but is not limited to) the programmer's manual, materials and other information needed for the use of APIs.

## 2. Licensing

Under the terms of this Agreement, Patriot Exchange grants the Licensee a limited, non-exclusive, non-transferable license (without the right to sublicense) to use APIs solely for the Licensee's personal use (for the development of apps to work with Patriot Exchange products).

The Licensee may not distribute, license, or otherwise transfer APIs to third parties.

## 3. Other Rights and Restrictions

- **3.1** The Licensee may copy the APIs only for use under the terms of this Agreement.
- **3.2** Reverse engineering: The Licensee has no rights over the API source code except for the rights expressly granted to the Licensee by this Agreement. The Licensee is not entitled to process, decompile, modify, or disassemble APIs, or otherwise bring the APIs to a generally accepted form of submission, in whole or in part, except as expressly permitted by this Agreement or applicable law.
- **3.3** For the efficient use of API, additional development tools such as a compiler or other software ("Third-Party Software") may be required. Licensee bears full responsibility for the

purchase of this software and the necessary licenses. Patriot Exchange is not under any obligation and makes no warranties regarding the use of third-party software by the Licensee.

- **3.4** The Licensee is not entitled to sublicense their rights under this Agreement, except for the cases expressly provided in this Agreement. The Licensee may not use Patriot Exchange trademarks or trade names. Patriot Exchange reserves all rights not expressly granted herein.
- **3.5** The Licensee cannot obtain patent rights to APIs or applications developed using the Patriot Exchange API or APIs of other Patriot Exchange API licensees to create, use or sell any products or technologies.

#### 4. Property

Patriot Exchange shall reserve the property rights, including all rights to patents, copyrights, trade secrets, trademark and other intellectual property rights to APIs and any changes thereto. Patriot Exchange has exclusive right to register any patents and copyrights. The Licensee recognizes that under this Agreement the Licensee does not have property rights over APIs, only the right to limited use under the terms of this Agreement.

## 5. Support

Patriot Exchange Customer Support does not provide technical support for the APIs under the terms of this Agreement and does not provide updates, bug fixes or API changes.

#### 6. Confidentiality

- **6.1** APIs contain valuable information about the company and commercial secrets belonging to Patriot Exchange. These remain the property of Patriot Exchange. Licensees are required to avoid disclosing this information and avoid unauthorized use of APIs.
- **6.2** The Licensee shall not disclose, advertise or publish the terms of this Agreement without the prior written consent of Patriot Exchange. Any press release or publication relevant to this Agreement is subject to prior review and written approval by Patriot Exchange.

# 7. No Warranty

APIs and documentation are provided "as is" without warranty of any kind. Patriot Exchange does not warrant that APIs and documentation are suitable for use by Licensee and free of defects or errors. In addition, Patriot Exchange does not guarantee continuous and uninterrupted access to APIs and documentation and makes no warranties or representations regarding the results of their use.

# 8. Limitation of Liability

The Licensee is fully liable for any damage to their computer system or loss of data resulting from the download or use of APIs. Patriot Exchange shall not be liable for any special, incidental, consequential damages (including, but not limited to, loss of profits, suspension or termination of work, failure or breakdown of the computer, loss of information or any other damages, including financial damages, arising from the use of or inability to use APIs or the provision or lack of provision of support services), even if Patriot Exchange has been notified of the possibility of such damage.

# 9. Indemnity

Licensee shall not hold Patriot Exchange, its customers, suppliers or other partners and employees liable for any losses, claims or demands, reasonable legal fees arising from the use of APIs.

## 10. Term and Termination of the Agreement

- **10.1** In the event that the Licensee fails to comply with any of the terms of this Agreement, they will be held liable to Patriot Exchange for any loss or damage arising from the breach of terms.
- **10.2** Upon termination of this Agreement, the Licensee shall immediately terminate the use of APIs, delete all copies of APIs and documentation or return them to Patriot Exchange.
- **10.3** Patriot Exchange shall be entitled to verify compliance of the Licensee with the terms of the Agreement. The Licensee, at the request of Patriot Exchange, is obliged to facilitate this.

#### 11. Miscellaneous

- **11.1** Violation or failure to comply with the terms of this Agreement shall result in its termination.
- **11.2** Patriot Exchange shall be entitled to suspend (or terminate), at its own discretion and without notice, the Licensee's access to the Service in the event that the terms of the Agreement are violated.

By installing, copying or otherwise using Patriot Exchange APIs, the Licensee acknowledges that they have read, understood and agree to the conditions specified above.