

MOBILEWALLA API TERMS

The following terms (“**API Terms**”) govern your use of the application program interfaces and accompanying documentation, code and materials (the “**Mobilewalla API**”) that are made available by Mobilewalla, Inc. (“**Mobilewalla**”) for the purpose of allowing you to internally evaluate data made available to you by Mobilewalla through the Mobilewalla API (“**Licensed Data**”) which may be used by you in connection with the designated Mobilewalla services (the “**Mobilewalla Services**”) and the applications developed by you (“**App**”) as further described below.

Mobilewalla is willing to grant to you the rights set forth below, subject to and in accordance with these API Terms. By accessing and using the Mobilewalla API, you are consenting to be bound by these API Terms. If you are accessing and using the Mobilewalla API on behalf of a company (such as your employer) or other legal entity, you represent and warrant that you have the authority to bind that company or other legal entity to these API Terms and, in such event, “you” and “your” will refer to that company or other legal entity.

1. Mobilewalla Account. Following your submission of all requested account registration and/or verification materials, Mobilewalla may, in its sole discretion, authorize you to access the Mobilewalla API and/or the Mobilewalla Services. Any such access without Mobilewalla’s prior authorization is prohibited. It’s important that you provide Mobilewalla with accurate, complete, and current account information and keep this information up to date. If you don’t, Mobilewalla might have to suspend or terminate your account. In connection with your authorization, you may also be provided an “**API Key**” in order to access and use the Mobilewalla API. To protect your account, keep the account details, API Key and password confidential, and notify Mobilewalla right away of any unauthorized use. You’re responsible for all activities that occur under your account. Mobilewalla may process personal information about you in connection with the creation and administration of your account (“**Account Data**”) in accordance with its privacy policy available at: [<https://www.mobilewalla.com/business-services-privacy-policy>]. Account Data is not User Data (defined below).

2. API License. Subject to your compliance with the terms and conditions of these API Terms, Mobilewalla grants you a limited, revocable, nonexclusive, non-transferable, non-sublicensable right to access and use the Mobilewalla API solely for the purpose of your internal evaluation of the Licensed Data in connection with the development and implementation of your Apps that may access and use the Mobilewalla Services. You acknowledge and agree that for the purposes of the evaluation of the Licensed Data in accordance with these API Terms, you may only make one call to the Mobilewalla API.

3. Restrictions. Except as expressly authorized under these API Terms, you may not: (a) copy, modify, display, distribute, transfer or sublicense the Mobilewalla API or otherwise make the functionality of the Mobilewalla API available to any third party through any means; (b) interfere with, bypass or disable any features or functionality that are embedded in or included with the Mobilewalla API or Mobilewalla Services; (c) access or use the Mobilewalla API for the purpose of monitoring the availability, performance, or functionality of the Mobilewalla Services or for any other benchmarking or competitive purpose; (d) access or use the Mobilewalla API or Mobilewalla Services in any unlawful manner, for any unlawful purpose or

in any manner inconsistent with these API Terms; or (e) use any scraping, data harvesting, web crawlers, or other data extraction methods to extract data from the Mobilewalla API or Mobilewalla Services. You acknowledge and agree that the Mobilewalla API and Mobilewalla Services constitute or contain trade secrets of Mobilewalla and its licensors. Accordingly, you will not disassemble, decompile or reverse engineer the Mobilewalla API or Mobilewalla Services or permit or authorize a third party to do so, except to the extent expressly permitted by law.

You acknowledge and agree that Mobilewalla may monitor your access and use of the Mobilewalla API, Licensed Data and Mobilewalla Services. You may not interfere with such monitoring or in any way attempt to conceal your activities hereunder.

4. User Data.

4.1. User Data. The Mobilewalla API and/or the Mobilewalla Services may allow you to upload data such as mobile advertising IDs (each a “**MAID**”). Any data that you upload through the Mobilewalla API and/or the Mobilewalla Services is referred to as “**User Data**”. Mobilewalla does not claim any ownership rights in any User Data and nothing in these API Terms will be deemed to restrict any rights that you may have to your User Data.

4.2. Permission to Use User Data. By making User Data available through the Mobilewalla API and/or the Mobilewalla Services, you hereby grant to Mobilewalla a non-exclusive, transferable, worldwide, royalty-free license, with the right to sublicense to use, reproduce, create derivative works from, display, and distribute User Data in connection with operating and providing the Mobilewalla API and/or the Mobilewalla Services which, for clarity, includes Mobilewalla appending supplemental Licensed Data with a matching MAID to User Data.

4.3. Your Responsibility for User Data. You represent and warrant that (a) you have obtained and will obtain and continue to have, during the term, all necessary rights, authority and licenses for the access to and use of the User Data (including any personal data provided or otherwise collected pursuant to your privacy policy) as contemplated by these API Terms and (b) Mobilewalla’s use of the User Data in accordance with these API Terms will not violate any Applicable Law or regulations or cause a breach of any agreement or obligations between you and any third party.

5. Licensed Data. Subject to your compliance with the terms and conditions of these API Terms, Mobilewalla grants you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license right and license to use the Licensed Data made available through the Mobilewalla API solely for the purpose of internal evaluation of the Licensed Data in connection with your Apps that may access and use the Mobilewalla Services. Any other uses of Licensed Data are expressly prohibited without the prior, express written permission of Mobilewalla. You acknowledge and agree that: (a) Licensed Data is not User Data; (b) Licensed Data only relates to individuals located in specific countries which Mobilewalla may choose in its sole discretion; (c) subject to Section 9, Licensed Data may only be made available to the extent that Mobilewalla has Licensed Data with a MAID that corresponds to the MAID provided in User Data; and (d) if Mobilewalla does not have Licensed Data with a MAID that matches the MAID provided in User Data, no Licensed Data will be made available to you. Without limiting any

other obligations set forth in these API Terms, you will process Licensed Data in accordance with Applicable Law.

6. Ownership. You acknowledge that as between you and Mobilewalla, Mobilewalla owns all worldwide right, title and interest in and to the Mobilewalla API, the Licensed Data and Mobilewalla Services including all intellectual property rights therein. Any and all rights not expressly granted herein to you are reserved by Mobilewalla. If you provide Mobilewalla with comments, suggestions or feedback regarding the Mobilewalla API or Mobilewalla Services you agree that Mobilewalla will be free to use, disclose, reproduce, license or otherwise exploit such comments, suggestions or feedback as it sees fit, without obligation or restriction of any kind.

7. Term and Termination. These API Terms will automatically terminate thirty (30) days after your receipt of any Licensed Data. In addition, Mobilewalla may immediately terminate these API Terms for any reason at any time and without notice to you. Mobilewalla will not be liable for any costs, expenses or damages you incur as a result of its termination of these API Terms. Upon any termination of these API Terms: (a) the rights and licenses granted to you under these API Terms will terminate in thirty (30) days; (b) you will cease all access to and use of the Mobilewalla API, Licensed Data and Mobilewalla Services and delete any and all Licensed Data within thirty (30) days; and (c) Mobilewalla will delete User Data within thirty (30) days. Sections 3, 4.2, 4.3, 6, 7, 9, 10, 11, 12, 14, and 15 will survive any termination or expiration of these API Terms.

8. Updates and Revisions to Mobilewalla API. Mobilewalla may update or revise the Mobilewalla API from time to time and such updates and revisions may adversely affect the manner in which your Apps access or communicate with the Mobilewalla API or the Mobilewalla Services. You are responsible, at your expense, for making any changes to your Apps that are required as a result of Mobilewalla's updates and revisions to the Mobilewalla API.

9. No Warranty. THE MOBILEWALLA API, LICENSED DATA AND MOBILEWALLA SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. MOBILEWALLA EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION WHETHER ORAL OR WRITTEN, OBTAINED FROM MOBILEWALLA OR ELSEWHERE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE API TERMS. YOU ACKNOWLEDGE AND AGREE THAT: (I) MOBILEWALLA MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE LICENSED DATA AND MOBILEWALLA SERVICES OR YOUR USE THEREOF COMPLIES WITH THE APPLICABLE LAWS, REGULATIONS, RULES AND ORDERS OF ANY GOVERNMENTAL OR OTHER REGULATORY BODY ("APPLICABLE LAW"); AND (II) YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER YOUR EXERCISE OF THE RIGHTS GRANTED TO YOU UNDER THESE API TERMS INCLUDING WITHOUT LIMITATION YOUR USE OF THE LICENSED DATA AND MOBILEWALLA SERVICES COMPLIES WITH APPLICABLE LAW.

10. Limitation of Liability. IN NO EVENT WILL MOBILEWALLA BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THESE API TERMS OR THE USE OR PERFORMANCE OF THE MOBILEWALLA API, LICENSED DATA OR MOBILEWALLA SERVICES, WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT MOBILEWALLA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. MOBILEWALLA'S TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO AND WILL NOT EXCEED FIFTY DOLLARS (\$50) OR THE AMOUNTS YOU PAID TO MOBILEWALLA FOR USE OF THE MOBILEWALLA API, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE API TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

11. Indemnity. You will defend, indemnify, and hold Mobilewalla harmless from and against any liabilities, losses, damages, judgments, fines, penalties, costs and expenses (including reasonable attorneys' fees and court costs), as incurred, arising out of or in any way connected to: (a) your access to and use of the Mobilewalla API, Licensed Data or Mobilewalla Services; (b) your representation and warranties, including, but not limited to your representations concerning User Data in Section 4 of these API Terms; or (c) your breach or violation of these API Terms or Applicable Law.

12. Confidential Information. You may be given access to certain non-public information, software or specifications relating to the Mobilewalla API and Mobilewalla Services ("**Confidential Information**"), which is confidential and proprietary to Mobilewalla. Confidential Information includes Licensed Data. You may use Confidential Information only as necessary in exercising your rights granted in these API Terms. You may not disclose any Confidential Information to any third party without Mobilewalla's prior written consent. You will protect Confidential Information from unauthorized use, access or disclosure in the same manner and to at least the same extent that you would use to protect your own confidential and proprietary information of similar importance, but in any event, you will use your reasonable efforts.

13. Modification of API Terms. Mobilewalla may modify any of these API Terms, at any time and in its sole discretion, by posting notice on the Mobilewalla developer website or by otherwise notifying you. If any modification is unacceptable to you, your only recourse is to terminate these API Terms. Your continued access and use of the Mobilewalla API, Licensed Data and the Mobilewalla Services following such notice will constitute your acceptance of the modification.

14. Assignment. You may not assign or transfer these API Terms, by operation of law or otherwise, without Mobilewalla's prior written consent. Any attempt by you to assign or transfer these API Terms, without such consent, will be null. Mobilewalla may freely assign or transfer

these API Terms without restriction. Subject to the foregoing, these API Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.

15. General. These API Terms constitute the entire and exclusive understanding and agreement between Mobilewalla and you regarding the Mobilewalla API and Mobilewalla Services, and these API Terms supersede and replace any and all prior oral or written understandings or agreements between Mobilewalla and you regarding the Mobilewalla API, Licensed Data and Mobilewalla Services. These API Terms shall be governed and construed in accordance with the laws of the State of Georgia, United States of America, excluding that body of law known as conflict of laws. Any legal action or proceeding arising under these API Terms will be brought exclusively in the federal or state courts located in the Northern District of Georgia and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. If for any reason a court of competent jurisdiction finds any provision of these API Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of these API Terms will remain in full force and effect. Any notices or other communications provided by Mobilewalla under these API Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Mobilewalla Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. Mobilewalla's failure to enforce any right or provision of these API Terms will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Mobilewalla. Except as expressly set forth in these API Terms, the exercise by either party of any of its remedies under these API Terms will be without prejudice to its other remedies under these API Terms or otherwise.