Vionlabs API Terms of Use

Effective: [2022-04-11]

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1.   SCOPE AND APPLICATION

1.1.   By accessing or using Vionlabs' API and associated software (collectively "**API**") you are agreeing to these Vionlabs API Terms of Use (the "**Terms**").

1.2.   Under the Terms, "**Vionlabs**" means Vionlabs AB, company registration number 556804-5420. We may refer to Vionlabs as "**we**", "**our**", or "**us**" in the Terms and "**you**" and "**your**" refers to the individual, company or legal entity that you represent. If you are using the API on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity.

1.3.   As our business evolves, we may update and change these Terms. If we make a material change to the Terms, we will provide reasonable notice in a suitable manner prior to the change taking effect. You can review the most current version of the Terms at any time by visiting [https://www.vionlabs.com/_files/ ugd/57eb73_fb48021c74854303a388c385435cbca6.pdf]. The materially revised Terms will become effective on the date set forth in our notice, and all other changes will become effective upon posting of the change. If you access the API after the effective date, that access will constitute your acceptance of any revised terms and conditions.

2.   ACCESS TO THE API

2.1.   Subject to these Terms, we grant you a non-exclusive, worldwide, non-transferable, non-sublicensable, revocable and limited license to access the API and related documentation only as necessary to develop, test and support an integration of your application ("**Application**") with the Vionlabs service/ platform (the "**Service**") for internal use only (i.e. for non-commercial use).

2.2.   Your right to access and use the API is limited to internal use only and unless you are separately and expressly authorized by Vionlabs in writing, you may not offer an integration of your Application and the API to any third party for any commercial use what so ever.

2.3.   In order to access the API you may be required to provide certain information (such as identification or contact details) as part of the registration process for the API, or as part of your continued use of the API. All information you provide must be accurate, current, and complete. You are solely responsible for all activities identified with your access and registration. Vionlabs has the absolute right to disable any account or password, at any time, for any reason, including, if in our sole discretion we believe that you have failed to comply with any provision of the Terms.

2.4.   Once you have successfully registered and met the other requirements for a particular API, you will be given Access Credentials for your Application. "**Access Credentials**" means the necessary security keys, secrets, tokens, and other credentials to access the API. The Access Credentials enable us to associate your API activity with your Application. All activities that occur using your Access Credentials are your responsibility. Keep your Access Credentials secret and do not sell, share, transfer, or sublicense them to any third parties.

3. USING THE API

3.1. Your use of the API and the display of any data or content from our Service or as accessed via the API in your Application must comply with the technical documentation, usage guidelines, call volume limits, and other documentation made available to you. Further, you must:

   a) comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws);

   b) not use the API to encourage or promote illegal activity or violation of third party rights;

   c) not access our API in any manner that (i) compromises, breaks or circumvents any of our technical processes or security measures associated with the Service, (ii) poses a security vulnerability to customers or users of the Service, or (iii) tests the vulnerability of our systems or networks;

   d) not access our API or documentation in order to replicate or compete with the Service;

   e) not attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how of our API or Service, except to the extent that this restriction is expressly prohibited by applicable law;

   f) not attempt to use our API in a manner that exceeds rate limits, or constitutes excessive or abusive usage;

   g) Not distribute or allow access to the stand-alone API;

   h) Not interfere with or disrupt the API or the servers or networks providing the API; or

   i) only access (or attempt to access) an API by the means described in the documentation of that API.

3.2. Vionlabs may set and enforce limits on your use of the API in our sole discretion. You agree to and will not attempt to circumvent such limitations. If you would like to use any API beyond these limits, you must obtain Vionlabs' express written consent (and Vionlabs may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use).

3.3. If you provide feedback or suggestions about our API, then we (and those we allow) may use such information without obligation to you.

3.4. The API is currently provided for free, but Vionlabs reserves the right to charge for the API in the future. If we do charge a fee for use of the API or any developer tools and features, you do not have any obligation to continue to use the API. Each party will bear its own costs and expenses in performing its obligations under these Terms.

3.5. If you use or refer to data obtained through our API in presentations or non-commercial demos or similar, you agree to clearly attribute Vionlabs as the source of such data and include Vionlabs' logo in proximity hereto, subject to any applicable brand guidelines as designated by Vionlabs from time to time.

4. CHANGES TO THE API

4.1.   Vionlabs is still evolving, and so we need the flexibility to occasionally make changes to our API at our sole discretion, including backwards incompatible changes. Vionlabs reserves the right to require you to install or update any and all software to continue using the API. You must implement and use the most current version of the API and to make any changes to your Application that are required as a result of an update of the API, at your sole cost and expense. Updates may adversely affect the manner in which your Application accesses or communicates with the API. Your continued access or use of the API following an update or modification will constitute binding acceptance of the update.

4.2.   We may change or discontinue the availability of some or all of the API at any time for any reason with or without notice. Such changes may include removal of features, or the requirements of fees for previously free features. We may also impose limits on certain features and services or restrict your access to some or all of the API. Your continued use of the API following a subsequent release will be deemed your acceptance of modifications.

4.3.   We may provide you with support for the API in our sole discretion and we may stop providing support to you at any time without notice or liability to you.

5.   OWNERSHIP AND PROPRIETARY RIGHTS

5.1.   You retain your ownership rights in your Application and we own and will continue to own our API, the documentation and Service (including data or content from our Service), including all related intellectual property rights therein (the "**Vionlabs' Intellectual Property**"). All of our rights not expressly granted by the Terms are hereby retained by us or our licensors (as applicable) and you do not have the right to use Vionlabs' Intellectual Property in any manner not covered by the Terms.

5.2.   You will not contest, or assist others in contesting, the validity, enforceability, ownership, or title of any Vionlabs' Intellectual Property. You agree not to attempt to use or register any trademark or domain name that includes the word "Vionlabs," any other Vionlabs trademark, or any name that is confusingly similar to any of them. Further, you may not remove or alter any copyright, copyright protection technology, trademark, or other intellectual property notice contained in or provided through Vionlabs' Intellectual Property.

6.   CONFIDENTIALITY AND PRIVACY

6.1.   In your interactions with Vionlabs, you may be given access to certain non-public information, software, specifications, or code ("**Confidential Information**"), which is confidential and proprietary to Vionlabs. You may use this Confidential Information only as necessary in exercising such rights as are granted to you in these Terms. You may not disclose any of this Confidential Information to any third party without Vionlabs' prior written consent. You further agree that you will protect this Confidential Information from any unauthorized use, access, or disclosure with no less than a reasonable degree of care than your own confidential information.

6.2.   By using our API, Vionlabs may use submitted information in accordance with our privacy policy accessible at [https://www.vionlabs.com/_files/ugd/57eb73_c5abebd112834760b16953ec16bc1ae0.pdf] as applicable.

7. TERMINATION

7.1. If you want to terminate these Terms, you must provide Vionlabs with prior written notice and upon termination, cease your use of the applicable API. Vionlabs reserves the right to terminate these Terms with you or discontinue the API or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

7.2. Upon termination of the Terms, all licenses granted to you under these Terms will terminate immediately and you will promptly return to Vionlabs or destroy copies of any documentation and any other Vionlabs information in your possession or control that was received under the Terms.

7.3. When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to Sections 1, 5, 6, 7, 8, 9, 10 and 11.

8. DISCLAIMER OF WARRANTIES

The API, documentation and all related components and information are provided by Vionlabs on an "as is" and "as available" basis without any warranties of any kind, and we expressly disclaim any and all warranties, whether express or implied, including the implied warranties of merchantability, title, fitness for a particular purpose, and non-infringement. You acknowledge that we do not warrant that the API will be uninterrupted, timely, secure, or error-free.

9. LIMITATION OF LIABILITY

Vionlabs shall have no liability with respect to the Terms, the API, the Service or otherwise for any direct, indirect, incidental, special, consequential, or exemplary damages, including damages for losses of profits, goodwill, use, data or other intangible losses resulting in any way from the Terms, the Service or the API, even if Vionlabs has been advised of the possibility of such damages. In any event, Vionlabs' liability to you under these Terms for any reason will be limited to SEK 10,000. This limitation applies to all causes of action in the aggregate, including breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts. The limitations under this Section 9 apply with respect to all legal theories, whether in contract, tort or otherwise, and to the extent permitted by law.

10. INDEMNIFICATION

You will defend and indemnify Vionlabs and its group companies against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from (i) your misuse of the API; (b) your violation of the Terms; or (iii) any content or data routed into or used with the API by you or those acting on your behalf.

11. GENERAL PROVISIONS

11.1. Publicity. You grant us the right to use your company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential developers and customers, subject to your standard trademark usage guidelines as provided to us from time-to-time. You will not make any statement regarding your use of the

API which suggests partnership with, sponsorship by, or endorsement by Vionlabs without Vionlabs' prior written approval.

11.2. <u>Independent Contractors</u>. The parties to the Terms are independent contractors. Neither party is an agent, representative or related entity of the other party. Neither party shall have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or otherwise bind, the other party. The Terms shall not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

11.3. <u>Assignment</u>. Neither party may assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, Vionlabs may assign the Terms in its entirety, without consent of the other party, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

11.4. <u>Governing Law and Disputes</u>. The Terms shall be governed by and interpreted in accordance with the laws of Sweden, without regard to principles of conflicts of laws. Any dispute, controversy or claim arising out of or in connection with these Terms, or the breach, termination or invalidity thereof, shall be finally settled by arbitration administered by the Arbitration Institute of the Stockholm Chamber of Commerce (the "**SCC**"). The place of arbitration shall be Stockholm, Sweden. The language to be used in the arbitral proceedings shall be English, unless otherwise agreed. The Rules for Expedited Arbitrations of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply, unless the SCC, taking into account the complexity of the case, the amount in dispute and other circumstances, determines, in its discretion, that the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce shall apply. In the latter case, the SCC Institute shall also decide whether the arbitral tribunal shall be composed of one or three arbitrators.

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