



SIFTER CONNECT API TERMS OF USE

Please read these terms carefully. This is a binding agreement between Sifter SP, Inc. ("**Sifter**," "**we**," "**us**" or "**our**") and any person who accesses or establishes a connection to the Sifter Applications or Sifter Connect APIs ("**you**," "**your**," or "**User**"). By using or otherwise accessing the Sifter Applications or Sifter Connect APIs, indicating your assent hereto by clicking "I agree" or similarly expressing acceptance where other options exist, you will be deemed to have accepted the terms of this agreement (such date, the "**Effective Date**"). Sifter retains any rights not specifically granted to you in this agreement.

Ownership; Right to Use

Sifter owns all rights to (a) its software applications and other proprietary technology, including all intellectual property rights therein and all improvements thereto (the "**Sifter Applications**") and (b) the APIs and related developer tools that permit User applications to interface with Sifter Applications, including all intellectual property rights therein and all improvements thereto ("**Sifter Connect**").

Sifter hereby grants to you a non-exclusive, non-transferable, non-sublicensable, revocable (if you breach its obligations hereunder), limited right to use Sifter Connect during the Term solely for the purpose of implementing Sifter functionality within your platform(s) or as otherwise described in separate agreement between you and Sifter.

Sifter Connect will be made available to you in accordance with the Service Level Agreement located [here](#).

You understand that use of Sifter Connect is subject to Sifter's privacy policy located [here](#).

Non-exclusivity

This agreement will not create an exclusive relationship between Sifter and you, and each party will remain unrestricted in its right to conduct business with any third party, including prospective, current, and former customers.

Representations

In order to be granted access under these Terms, you represent and warrant that you have all necessary power and authority to enter into this agreement and be bound by these Terms, either on your own behalf or on the behalf of an employer and/or an entity and that you (or such employer and/or entity) will comply with these Terms.

Restrictions

You shall not:

- Sell or resell the right to access or use Sifter data to a third party;
- Create Internet "links" to, "frame" or "mirror" any part of, or "scrape" or otherwise improperly obtain data from, the Sifter Applications or Sifter Connect;
- Reverse engineer, decompile, modify or disassemble the Sifter Applications and Sifter Connect;
- Send spam or otherwise duplicative or unsolicited messages with the Sifter Applications or Sifter Connect;
- Use Sifter Connect to display any offensive, libelous or illegal content or any other content for which you do not have the right to share with Sifter or to display;
- Use the Sifter Applications or Sifter Connect in any unlawful manner or for any unlawful purpose, or for a reason other than as specified under this agreement;
- Make any representations, warranties, or commitments regarding Sifter Connect, Sifter Applications, or on behalf of Sifter;



- Intentionally launch a malicious automated program or script or any program intended to overburden or hinder the operation or performance of the Sifter Applications or Sifter Connect;
- Attempt to gain unauthorized access to the Sifter Applications or Sifter Connect or their related systems and networks; or
- Share any personally identifiable information obtained through using the Sifter Applications or Sifter Connect with a third party in violation of applicable law.

Modifications and Updates to Sifter Connect

Sifter may occasionally update, modify, or alter Sifter Connect. You understand and acknowledge that such updates, modifications, or alterations may adversely impact your applications or other uses that incorporate or access Sifter Connect, and that, in such instances, you bear sole responsibility, at its own expense, for making any changes to its applications or other uses that incorporate or access Sifter Connect.

Sifter will attempt to, but cannot guarantee, provide prior notice to you of updates, modifications, or alterations to Sifter Connect that substantially affect the functionality or compatibility of Sifter Connect. You understand and acknowledge that sometimes Sifter may have to make immediate updates, modifications, or alterations to Sifter Connect, in which case Sifter may not be able to provide you with advance notice.

Term; Termination

The duration of the parties' obligations hereunder (the "**Term**") will commence on the Effective Date and continue until terminated in accordance with the terms below.

The Term shall end when you discontinue access or use of the Sifter Applications or Sifter Connect.

Sifter may suspend or terminate your access to Sifter Connect, or terminate this agreement, if Sifter believes that you are violating this agreement or that suspension is necessary to protect the security, integrity, or other users of Sifter Connect.

Confidentiality

You understand that your use of Sifter Connect may result in you receiving non-public information, code, software, documentation and other materials relating to the Sifter Applications, Sifter Connect or Sifter's business and Sifter's products, which is confidential and proprietary to Sifter (the "**Confidential Information**"). Your use of any such Confidential Information is strictly limited to that which is necessary in exercising your rights granted in this agreement. You understand that you are restricted from disclosing any such Confidential Information to any third party without Sifter's prior written consent. You hereby undertake to use a reasonable level of care, and in no event less than the level of care you use in protecting your own confidential and proprietary information, to safeguard against the unauthorized use, access, or disclosure of the Confidential Information.

Indemnification

You shall defend and indemnify Sifter from and against any damages, liabilities, losses, and costs, including reasonable attorney's fees, arising out of any third-party claim relating to your breach of this agreement and any use or misuse of the Sifter Applications or Sifter Connect.

Limitation of Liability

Neither Sifter nor its employees, agents, directors, shareholders, or affiliates shall be liable to you for any indirect, special, incidental or consequential loss or damages of any kind, or for any loss that could have been avoided by your use of reasonable diligence, even if Sifter had been advised or should be aware of the possibility of such damages. In no event will Sifter be liable to you for any punitive damages. The aggregate monetary liability of Sifter and any of its employees, agents or affiliates under any theory of law will not exceed \$100.



Disclaimer of Warranties

Sifter Connect and related intellectual property are provided "as is" without warranty of any kind. Except to the maximum extent required by applicable law, you disclaim all warranties, representations, conditions, and duties, whether express, implied or statutory, regarding Sifter Connect including, without limitation, any and all implied warranties of merchantability, accuracy, results of use, reliability, fitness for a particular purpose, title, interference with quiet enjoyment and non-infringement of third-party rights. Further, Sifter disclaims any warranty that use of Sifter Connect will be uninterrupted, secure, timely or error free. For the avoidance of doubt, although support or modifications for Sifter Connect may be provided from time to time, the agreement or any action taken hereunder by you does not and will not entitle you to any support for Sifter Connect.

General

Assignment. This agreement may not be assigned, in whole or in part, by operation of law or otherwise, by you without providing Sifter with prior written notice. Subject to the foregoing, this agreement will be binding upon and will inure to the benefit of assignee hereto and its respective successors and assigns.

Notices. All communications hereunder must be in writing and will be deemed given:

- upon personal delivery to the party to be notified, with written (including electronic) verification of receipt,
- one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written (including electronic) verification of receipt, or
- on the second day after the date mailed by certified or registered mail, postage prepaid, return receipt requested,

provided that every notice must be accompanied by a copy of the notice in electronic mail with a confirmed sent/read receipt, either from the recipient or automatically generated by the server machine.

Communications must be sent to the parties at the principal office address stated on the first page of this agreement, or at such other address for a party as may hereafter be specified in a notice given in accordance with this section.

Mediation; Arbitration

The parties agree to attempt to resolve any dispute relating to this agreement by mediation, which shall be conducted under the then-current mediation procedures of The CPR Institute or any other mediation procedures upon which the parties may agree. The parties further agree that their good-faith participation in mediation is a condition precedent to pursuing any other available legal or equitable remedy.

Either party may commence the mediation process by providing written notice to the other party, setting forth the subject of the dispute and the relief requested. Within 10 business days after the receipt of the notice, the other party shall deliver a written response. The initial mediation session will be held within 30 days after the initial notice. The parties agree to share the costs and expenses of the mediation (which does not include the expenses incurred by each party for its own legal representation in connection with the mediation).

The parties further agree that mediation proceedings are settlement negotiations, and that all offers, promises, conduct and statements, whether oral or written, made in the course of the mediation by any of the parties or their agents will be confidential and inadmissible in any subsequent legal proceeding involving the parties; provided, however, that evidence that would be independently admissible or discoverable will not be rendered inadmissible or non-discoverable as a result of its use in the mediation.

The parties agree that any settlement agreement that they may enter into during the mediation process is fully binding and enforceable by any court with jurisdiction of the dispute. The party seeking enforcement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the party against whom enforcement is ordered.



In the event that a dispute is not settled by mediation, the parties agree that the dispute shall be exclusively settled by arbitration administered by the American Arbitration Association ("AAA") under its Commercial Arbitration Rules. Disputes involving \$75,000 or less shall use the AAA's Expedited Rules. The parties shall mutually agree upon a single commercial arbitrator, and in the absence of agreement, the AAA shall select an arbitrator. The place of arbitration shall be Chicago, Illinois. Each party shall, upon written request of the other party, promptly provide the other with copies of all relevant documents. There shall be no other discovery allowed. The award of the arbitrators shall be accompanied by a reasoned opinion. Judgment on an arbitration award may be entered in accordance with the Federal Arbitration Act in Cook County, Illinois.

Either party may, notwithstanding the above, seek equitable relief in any proper court in Cook County, Illinois to enjoin a breach or threatened breach of any obligations under this agreement that might cause irreparable harm without any requirement to post bond

Governing Law. This agreement is governed by the law of the State of Illinois, regardless of the laws that might otherwise govern under applicable choice-of-law principles.

Waiver of Jury Trial. *The parties agree that any controversy that may arise under this agreement is likely to involve complicated and difficult issues, and therefore each party irrevocably and unconditionally waives any right it may have to a trial by jury in any legal action relating to this agreement or the transactions contemplated hereby.*

Days. If any date calculated under this agreement would fall on a weekend or a federal holiday, it will be advanced to the next non-weekend, non-holiday day.

Force Majeure. Sifter shall not be liable for any default or delay in the performance of its obligations hereunder due to acts of God, war, terrorism, pandemics, natural disasters, earthquakes, fire, riots, floods, and other similar events, to the extent such event is beyond Sifter's reasonable control and only for the duration of such event.

Complete Agreement. This agreement is the entire understanding between the parties relating to the subject matter herein, superseding any prior agreements or understandings, written or verbal.

Amendment and Waiver. This agreement may be amended only with the consent of the affected parties, in writing. A provision of the agreement may be waived only with the written consent of the party against whom the waiver is asserted. A waiver will be effective only in the specific instances and for the limited purposes for which given, and must be explicit. No action or inaction by a party will be considered an implied waiver.

Severability. Whenever possible, each provision of this agreement will be interpreted in such manner as to be effective and valid under applicable law. If any provision of this agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, a court will, if possible, modify the provision to the extent required to make it valid and enforceable. Regardless, the invalidity, illegality or unenforceability of a provision will not affect any other provision, or the enforcement of the provision in any other jurisdiction.

* * *