



TERMS & CONDITIONS: APPLICATION PROGRAMMING INTERFACES LICENSE AGREEMENT

Last Updated: October 20, 2020

This Application Programming Interfaces License Agreement ("Agreement") is a legal agreement between Licensee ("Licensee") and NUSO and technology partners, and third-party affiliates collectively herein ("NUSO"), for the API to support the VoIP telephony related Products and Services ("Services") delivered by NUSO to the Licensee. Licensee affirms and agrees that the terms and conditions of this API License Agreement are accepted by the Licensee when Licensee installs, downloads, copies, or otherwise uses the API to support use of NUSO Services. Therefore, Licensee agrees they shall be bound by the terms and conditions of this Agreement to use the respective API's. If Licensee does not agree to the terms and conditions of this Agreement, Licensee's use is prohibited Licensee may not install or use the respective API's.

The API is protected by all United States copyright laws and without limitation any other applicable International laws and copyright treaties. The API is provided on a limited right to use, non-exclusive License basis to the Licensee and is only to be used in conjunction with; and, as part of the NUSO Services. All NUSO property, including but not limited to Intellectual Property and the respective API's are the sole and exclusive property of NUSO and NUSO affiliates. These terms and conditions do not convey any form of ownership to Licensee by NUSO. Licensee limited, non-exclusive License of use is strictly limited to and subject to the terms and conditions of this Agreement.

1. NUSO Limited, Non-Exclusive Grant of License to Licensee.

Subject to the terms and conditions of this Agreement, NUSO hereby grants Licensee a limited, non-exclusive, non-transferable, royalty free License to use the API only and solely in conjunction with the NUSO Services and the associated API (and for which the API was provided). Licensee shall have no right to distribute market and/or sell License or to otherwise transfer the API to any other party or to incorporate the API in or into any technology, product or software that is not associated with NUSO Services. Licensee is additionally restricted in all other forms of the API use other than the intended purpose as defined herein specific to the API.

2. Limitations & Other Rights.

- 2.1 In the sole discretion of NUSO, Licensee may only copy the API in order for NUSO to exercise its rights as defined within this document.
- 2.2 Licensee shall have no claim and no rights to any of the NUSO owned source code for any of the software in and/or which operates the API and the API itself. Licensee may not reverse engineer, decompile, recompile, reverse engineer, modify or disassemble the API; or, otherwise diminish the API to perceivable form in part or whole. AT all times all source code remains the sole property of NUSO and/or its affiliates.
- 2.3 Licensee acknowledges that use of the API may warrant the use of development tools, a compiler and/or additional and other software and/or technology of third affiliates or providers ("Third Party Software") which may not be or are not associated with NUSO. Therefore Licensee is solely responsible for securing any warranted Third Party Software and technology along with the necessary Licenses for the use. NUSO makes no representation or warranty concerning Third Party Software and shall have no obligation or liability with respect to any Third-Party Software.
- 2.4 All rights not expressly granted are reserved by NUSO and, except as expressly set forth in these Terms and Conditions, no License is granted by NUSO under this Agreement by implication, directly, estoppel or otherwise, under any patent, copyright, trade secret or trademark or other intellectual property rights of NUSO.
- 2.5 N. Licensee affirms and agrees not to assert any rights related to the API or applications developed using the API against NUSO, NUSO authorized Agents, Resellers, Distributors and associated third parties, or; NUSO



Licensees of the API for making, using, selling, offering for sale, or importing any products or technology developed using the API.

3. NUSO Ownership.

NUSO and/or its licensors shall and does own and retain all proprietary rights, including all patent, trade secret, copyright, trademark and other intellectual property rights, in and to the API. Additionally, and without limitation NUSO and/or its licensors owns and retains all rights to bug fixes, upgrades, enhancements, updates, improvements, or modifications thereto. Therefore, Licensee hereby irrevocably transfers, conveys and assigns to NUSO all of its right, title, and interest therefore and therein. NUSO shall have the exclusive right to apply for or register any copyrights, patents, trademarks and other proprietary protections necessary in its sole discretion and Licensee shall hold no claim in any form. Licensee affirms, acknowledges and agrees that the License granted under this Agreement only provides Licensee right of limited use under the terms and conditions and conditions of this Agreement.

4. Support.

Licensee affirms, acknowledges and agrees NUSO will not provide nor is obligated to provide any support, in any manner for the API under this Agreement. Nothing herein this Agreement shall be meant to require NUSO to facilitate provide upgrades, bug fixes, updates or modifications or to in any manner or form support or support services in conjunction with the API.

5. Confidentiality.

5.1 The API contains confidential and proprietary information and also trade secrets which belong to NUSO and its affiliated third parties ("Affiliates") which at all times remain the property of their respective owners. Licensee shall be duly bound to protect the confidentiality of all confidential information, unauthorized use of such information and avoid disclosure of the API in any manner.

6. NO WARRANTY.

THE API AND ALL DOCUMENTATION ARE PROVIDED "AS-IS" AND "AS AVAILABLE" AND IS WITHOUT ANY WARRANTY BY NUSO. TO THE FULL EXTENT PERMITTED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ANY AND/OR ALL OTHER WARRANTIES, TERMS AND CONDITIONS, OR CONDITIONS EITHER EXPRESS OR IMPLIED, AND EITHER IN FACT OR BY OPERATION OF LAW; INCLUDING WARRANTIES, TERMS AND CONDITIONS, OR CONDITIONS OF MERCHANTABILITY, FITNESS AND USE FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. NO ADVICE OR INFORMATION, EITHER WRITTEN OR ORAL OBTAINED BY LICENSEE FROM NUSO OR FROM THE API SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT AND THERE IS NO OTHER WARRANTY PROVIDED. NUSO DOES NOT WARRANT THAT THE API AND DOCUMENTATION ARE SUITABLE FOR LICENSEE'S USE, THAT THE API OR DOCUMENTATION ARE WITHOUT DEFECT OR ERROR FREE, OR THAT NUSO WILL CORRECT ANY DEFECT OR ERRORS NOW OR IN THE FUTURE OR THAT OPERATION WILL BE UNINTERRUPTED.

7. LIMITATION OF LIABILITY.

LICENSEE USE OF THE API IS AT THE LICENSEES SOLE RISK AND DISCRETION. LICENSEE IS THE SOLE AND RESPONSIBLE PARTY FOR ANY DAMAGE TO LICENSEE EQUIPMENT, COMPUTER SYSTEM OR DATA LOSS THAT RESULTS FROM ANY DOWNLOAD OR USE OF THE API. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL NUSO OR ITS AFFILIATES BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION; DAMAGES FOR LOSS OF BUSINESS, LOST PROFITS OR REVENUE; BUSINESS INTERRUPTION OR WORK STOPPAGE; COMPUTER FAILURE OR MALFUNCTION; DATA OR DATA USE; LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL; OR ANY OTHER LOSS) ARISING OUT OF THE USE OF; OR INABILITY TO USE IN ANY MANNER THE API OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF NUSO OR ITS AFFILIATES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL NUSO'S AFFILIATES BE LIABLE FOR ANY DIRECT DAMAGES WHATSOEVER ARISING OUT OF THE USE OF; OR THE INABILITY TO USE THE API. NUSO'S ENTIRE LIABILITY SHALL BE LIMITED TO THE GREATER OF THE AMOUNT ACTUALLY PAID BY LICENSEE IN U.S. DOLLARS EQUIVALENT TO LICENSEE OF \$100.00 AND



LICENSEE AFFIRMS AND AGREES THAT SHALL BE THE TOTAL DAMAGE CLAIM AMOUNT AS SET FORTH IN THIS AGREEMENT AND NO OTHER COMPENSATION SHALL BE PAID TO LICENSEE OTHER THAN AS EXPRESSLY SET FORTH HEREIN.

8. HEALTHCARE APPLICATIONS.

LICENSEE SHALL BE THE SOLE RESPONSIBLE PARTY FOR ANY APPLICATION DEVELOPED OR ANY PRODUCT USE USING THE NUSO API WHICH MAY FALL UNDER ANY U.S. LAW OR REGULATION THAT IS RELATED TO HEALTHCARE OR HEALTHCARE COMPLIANCE IN ANY REGARD; AND WITHOUT LIMITATION TO ALL REGULATORY AND GOVERNING BODIES HOLDING JURISDICTION TO ANY FORM OF HEALTHCARE MATTER, THE FDA, FTC OR ANY OTHER LIKE OR SIMILAR AGENCY INCLUDING ANY AND/OR ALL RESPONSIBILITY FOR COMPLIANCE TO SUCH REGULATION AND REGULATORS AS MAY BE APPLICABLE. LICENSEE ACKNOWLEDGES THAT NUSO PROVIDES THE API ONLY AS A GENERAL DEVELOPMENT TOOL TO LICENSEE TO BE USED FOR GENERAL PURPOSES BY LICENSEE AND NUSO IS NOT RESPONSIBLE TO LICENSEE OR FOR LICENSEE IN CONNECTION WITH LICENSEE USE OF THE API.

9. Indemnification.

Licensee affirms and agrees to hold harmless and indemnify NUSO and its employees, agents, affiliates, subsidiaries, officers, directors, executives, other licensees, private label partners, co-branders, distributors, suppliers or other partners, joint venture partners from any loss, claim or demand; including reasonable attorneys' fees, made by any third party in connection with, due to or arising out of Licensee use of the API, or Licensee violation of the terms and conditions as stated herein.

10. Terms & Termination.

- 10.1 This Agreement will immediately terminate automatically if Licensee fails to comply with any of the terms and conditions of this Agreement. Additionally, Licensee will be liable to NUSO and its affiliates for damages and/or losses caused by Licensee violation of these terms and conditions and for Licensee non-compliance. The waiver by NUSO of a specific breach or default shall not constitute the waiver of any subsequent breach or default.
- 10.2 Upon termination of this Agreement, Licensee will immediately cease using the NUSO API Development Kit, and Licensee agrees to destroy all adaptations or copies of the API, Documentation and any other information and materials related to the NUSO API; or return them NUSO upon termination of this License.
- 10.3 NUSO shall have the right to audit the Licensees' use of the API in connection with these terms and conditions at any time upon reasonable request by NUSO, and Licensee will provide requested access in order for NUSO to audit Licensee use.
- 10.4 The rights of NUSO respective to Licensees' obligations as specified herein this Agreement survive any expiration or termination of this Agreement.

11. Miscellaneous.

- 11.1 Licensee may not assign this Agreement or any interest or rights as granted hereunder to any third party without the prior written consent and permission of NUSO. A change of control or reorganization of Licensee pursuant to a merger, sale of assets or stock shall be deemed to be an assignment under this Agreement. This Agreement shall terminate immediately upon occurrence of any prohibited assignment. NUSO may assign this Agreement at any time in its sole discretion.
- 11.2 Licensee affirms and acknowledges that the API may be subject to export restrictions of various countries. Licensee shall fully comply with any and or all applicable export License requirements and restrictions along with all applicable laws and regulations relating to the importation of the API within the United States and/or in any foreign jurisdiction in which the API is used. Without limitation of the foregoing; the NUSO API may not be downloaded or otherwise exported: (a) into any country to which the U.S. has embargoed goods or to any person located in any of those specific territories; (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By downloading or using the API and/or (c) any end user known, to utilize in the design, development or production of nuclear, chemical or weapons; and Licensee agreeing to the foregoing as Licensee warrants and represents that



Licensee is not located in, under the control of, or a national or resident of any such country or on any such list. If Licensee obtained this API outside of the United States, Licensee is also agreeing that Licensee will not export the API or be in violation of the laws of the country in which it was obtained. Further Licensee agrees and acknowledges that the API may include technical data subject to export restrictions imposed by US law.

- 11.3 **Waiver.** No failure by either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights and no waiver of a breach in a particular situation shall be held to be a waiver of any other or subsequent breach.
- 11.4 **Severability.** If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent possible and the other provisions of this Agreement will remain in force.
- 11.5 **Governing Law & Jurisdiction.** This Agreement shall be governed by the laws of the state of Missouri and by the laws of the United States, without reference to conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (1980) and the Uniform Computer Information Transactions Act (UCITA) are hereby excluded in their entirety from application and form to this Agreement.
- 11.6 **Entire Agreement.** This Agreement represents the complete agreement concerning the API and may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.

12. Changes.

NUSO reserves the right, in its sole discretion, to change these API Terms and Conditions of Use at any time. Any changes will be effective immediately. Please check back frequently for changes. You will be able to see that changes have been made by checking to see the effective date posted at the top of these API Terms and Conditions of Use. If we make any significant changes in our policies and procedures, we will post a prominent notice on our website notifying you of the change and/or we may choose to email you directly (if you have opted to receive emails from us), by hard copy mail or any other means NUSO determines at its sole discretion. However, your continued use of the API thereafter constitutes your ongoing agreement to all such changes NUSO makes.

13. Contact.

Please feel free to contact NUSO at any time should you have any questions regarding these terms and conditions. You can call NUSO at 1-844-438-6876, email NUSO at serviceorders@nuso.cloud or send us hard copy mail at the following address: 6677 Delmar Blvd, Ste 300, University City, MO 63130 .

14. Binding Agreement.

BY THE INSTALLATION OF, INSTALLING, DOWNLOADING, COPYING, OR OTHERWISE USING THIS API LICENSEE AGREES AND AFFIRMS THAT LICENSEE HAS READ, UNDERSTANDS AND THEREFORE AGREES TO BE BOUND BY THE TERMS AND CONDITIONS INDICATED ABOVE.