

PFF API SANDBOX ENVIRONMENT USER AGREEMENT

Last Updated: August 18, 2022

This Sandbox User Agreement (this “Agreement”) is a contract between you and PFFA Acquisition, LLC (“PFF”) and applies to your use of the PFF API Sandbox Environment (the “Sandbox”).

PFF’s direct competitors are prohibited from accessing the Sandbox, except with PFF’s prior express written consent.

As part of your access and use of the Sandbox you acknowledge that you have read, understood and agree to all terms of this Agreement. If you do not agree to these terms and conditions, then you must immediately cease any use of the Sandbox. PFF may amend this Agreement at any time. Any revised versions will be effective at the time of receipt by you or posting to PFF’s website.

In this Agreement, "you" or "your" means any person or entity using the Sandbox. Unless otherwise stated, “we,” or “our” refer collectively to PFF.

The Sandbox

- I. Test Environment. The Sandbox is a test environment. You acknowledge and agree that (i) the Sandbox and the data contained in the Sandbox may only be used for testing purposes and (iii) you will not use the Sandbox, or the data contained therein, for any other purpose. We make no promises or claims related to the availability or uptime of the Sandbox. You further acknowledge and agree that PFF does not commit to make available anything developed or built in the Sandbox, and reserves the right to deny the use of any technology developed or built in the Sandbox.
- II. Limitations. You agree that: (i) PFF has no obligation to maintain test data on its servers and may delete data from the Sandbox on regular intervals without notice; (ii) the Sandbox may not be accessed for the exclusive purpose of monitoring performance, or functionality, or for any other benchmarking or competitive purposes; (iii) load testing the Sandbox is not permitted; and (iv) PFF has no obligation to not monitor or validate any information submitted or uploaded to the Sandbox.
- III. “AS IS” with No Warranty. The Sandbox is provided "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY.
- IV. Indemnification. In the event of claim, suit or demand (including legal fees) made or incurred by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party relating to your use of the Sandbox or the data contained therein you agree to indemnify and hold PFF, including its officers, directors and employees, harmless.

- V. Limitation of Liability. IN NO EVENT WILL PFF BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SANDBOX, PFF'S SERVICE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). PFF'S LIABILITY TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT OF DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED \$500.00.

Rights and Licenses

- I. PFF Ownership. PFF owns and reserves all right, title, and interest in and to the Sandbox, PFF's APIs (as defined below) and all Content (as defined below). No rights are granted to you hereunder other than as expressly set forth herein. "APIs" means a set of programming instructions and standards for accessing PFF's services and the Sandbox. "Content" means the content and data that PFF makes available at our discretion in connection with the Sandbox.
- II. License to Sandbox, APIs and Content. Subject to your continued compliance with the terms of this Agreement, and solely during the term of this Agreement, PFF grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to: (i) access and use the Sandbox and the APIs solely for testing purposes in accordance with the limitations set forth herein; and (ii) use the Content solely in connection with your permitted use of the Sandbox and APIs. Any additional usage rights made available to you shall be subject to the terms of this Agreement.
- III. License Restrictions. You will not, and will not permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, or algorithms of the Sandbox or APIs or any software, documentation or data related to the Sandbox or APIs; (ii) modify, translate, or create derivative works based on the Sandbox or APIs for any purpose other than testing purposes; (iii) use the Sandbox, APIs and Content for any purpose other than testing and other than in accordance with this Agreement and in compliance with all applicable laws and regulations.

Confidentiality

- I. Definition. PFF's "Confidential Information" includes the Sandbox, Content, APIs, all tokens and other log-in credentials supplied by PFF to you, and all non-public information regarding the operation of PFF's services.
- II. Confidentiality Obligations. You agree to hold PFF's Confidential Information in confidence and not to use it other than as necessary to use the Sandbox as contemplated in this Agreement. You agree to cease use of and, as applicable, return all Confidential Information at PFF's request. These confidentiality obligations shall not apply to information which (a) has entered the public domain except where such entry is the result of your breach of this Agreement; (b) prior to disclosure hereunder was already in your possession; or (c) subsequent to disclosure hereunder is

obtained by you on a non confidential basis from a third party who has the right to disclose such information to you.

Term

This Agreement shall begin on the date you first access the Sandbox and will continue until the expiration of your access to the Sandbox or until earlier terminated by either party. Either you or PFF may terminate the Agreement at any time and for any reason upon ten (10) days' notice. Either party may terminate the agreement effective immediately in the event of a breach of the agreement by the other party.

Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to the conflicts of laws provisions therein, and the parties agree to be subject to the jurisdiction of the courts in the State of Ohio in the event a suit is commenced in connection with this Agreement. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Agreement contains the entire Agreement between the parties relating to the subject matter hereof. By your access and use of the Sandbox you acknowledge that you have read, understood and agree to all terms of this Agreement.