This **API ADDENDUM**, together with the Master Terms, DPA and Order Form, forms a part of the Agreement between the Provider signing the applicable Order Form and the Client signing the applicable Order Form. Except as expressly modified by this API Addendum, the obligations set forth herein are in addition to, and not in lieu of, those set forth in the Agreement, and all terms and conditions of the Agreement remain in full force and effect. In the event of any conflict between this API Addendum and the Master Terms, the terms of this API Addendum shall govern solely with respect to the subject matter herein. By signing the Order Form, the Parties acknowledge and agree to the terms and conditions of the Agreement, including this API Addendum.

1.0   PURPOSE OF API ADDENDUM

1.1   Purpose. The API Terms establishes the terms and conditions upon which Provider may grant Client with the right to connect to Provider's API and sets forth the Parties obligations and responsibilities around Client's use and integration with Provider's API ("**API Purpose**"). Certain terms and conditions not set forth in the API Terms are set forth in the Master Terms, Order Form or elsewhere in the Agreement.

2.0   API ACCESS AND USE; RIGHTS AND RESPONSIBILITIES

2.1   API Access and Use. Provider grants Client and its Authorized Affiliates a worldwide, non-exclusive, non-assignable, non-sublicensable, limited right to access and use the API as set forth in the Order Form and in accordance with API documentation.

2.2   Client Responsibilities. Client, its Authorized Affiliates, and its Authorized Parties are permitted to use the Provider API: (a) solely for permitted uses as described herein, the Order Form, or the API Documentation; and (b) in conjunction with other applications or software only if such applications or software are developed by Client unless Client has received Provider's prior written approval for API use in conjunction with other applications or software not developed by Client. Client is solely responsible for (c) costs, installation and regular use of commercially reasonable virus detection and scanning programs, and if Client becomes aware of a material defect, malfunction or virus affecting the API, it will immediately notify Provider (email will suffice) and cease to connect to the API until Provider grants Client permission to re-connect (email will suffice); (d) obtaining and maintaining all necessary facilities, utilities, software, equipment, permissions, licenses, and support services to use the Provider's API; (e) the accuracy and completeness of, or any errors in, or failures to communicate, any information, data, instructions or communications Client makes via Provider's API. Client, its Authorized Affiliates, and its Authorized Parties guarantee: (f) not to request materially excess amounts of information from Provider, or send materially excess amounts of information to Provider, via Provider's API that is likely to result in straining or overloading Provider's systems; (g) to abide by any throttles, limitations on calls, restrictions, and limitations Provider provides to Client from time to time; (h) to use the API in accordance with all applicable laws and regulations; (i) to not use Provider's API for any purpose prohibited by this API Addendum, the Order Form, or the API Documentation, or use the Provider API in a manner for which it was reasonably not designed or intended; (j) to not create or disclose metrics about or perform any statistical analysis of Provider's API, and to not assist or enable third parties to do as such; (k) to not reverse engineer, modify, disassemble, reconstruct, decompile, translate, copy Provider's API, or create derivative works of Provider's API, or any portion thereof, including without limitation, source code and algorithms; (l) to not act in any manner that could reasonably imply an endorsement, relationship, affiliation, or sponsorship between Client, its Authorized Affiliates, or Authorized Parties and Provider; (m) to not use Provider's API in a manner that impacts the stability of Provider's servers or impacts the behavior of other applications or sites using the API; (n) to not use Provider's API in any manner or for any purpose that may violate any law or regulation, or any right of any person, including but not limited to, intellectual property rights, rights of privacy, rights of personality, or which otherwise may be harmful (in Provider's sole direction) to Provider, its Affiliates, or subcontractors, or Client's end users; (o) to provide Provider with access to computer programs, source code, or software used by Client in conjunction with Provider's API as reasonably requested by Provider to monitor Client's compliance with this API Addendum and any applicable laws and regulations; (p) for a minimum of two years from the end of the Term, it will keep complete, accurate and up-to-date relating to its use of Provider's API, sufficient to demonstrate compliance with this Addendum or for any regulatory requirement, and will make such records available to Provider upon request for an audit as set forth below; and (q) It will comply with Provider's API limits and restrictions and not attempt to bypass or avoid such limits or restrictions.

2.3   Provider Reservation of Rights. Provider reserves the right to: (a) in its sole discretion, revise, modify, correct, amend, enhance, improve, update, make changes to, discontinue (temporarily or permanently), Provider's API (or any part thereof), without notice, at any time, and Client acknowledges and agrees that Provider shall not be liable to Client or any third party for such actions, including for any errors or malfunctions that may occur when performing such actions; (b) withhold, delay, or deny Client use of the Provider API in its sole discretion if (1) Provider believes (in its sole discretion) Client breached this Addendum; (2) Client fails to complete any API form required by Provider or Client provides misleading or incorrect information on such API form; or (3) Client fails to provide any documents required as part of an audit conducted pursuant to Section 3; and (c) at its discretion, Provider may limit, block, or restrict API call volume or data access at any time, for any duration, without prior notice.

3.0	RECORDS; AUDIT

3.1   Records. Provider may monitor, and maintain records relating to, Client's, its Authorized Affiliates, and its Authorized Parties compliance with this API Addendum. Provider may share such records or any other relevant information with regulatory authorities if required to comply with applicable law or regulation. In the event of a dispute, Provider's records of Client's API activities will be conclusive evidence of its compliance with this API Addendum. Client agrees not to contest the validity or enforceability of Provider's records in any legal proceedings.

3.2   Audit Rights. Client agrees to provide Provider with reasonable assistance to verify Client's compliance with the terms of this API Addendum. Client agrees to cooperate in good faith and provide the necessary access, data or documentation to facilitate the audit process. If needed, Provider may conduct a virtual or on onsite audit on Client premises during normal business hours during the Term and for a period of two years afterwards.

4.0	APPROVALS

4.1   Use Case Approvals. Upon signing the Order Form, Client will outline its business and technical use case for the API Services (email will suffice). Provider will assess feasibility through internal and external review. Both parties will collaborate to refine the use case if needed. Upon the Provider's approval (in its sole discretion), integration will proceed. Provider may reassess and revoke approval for any use case at any time. Prohibited API uses include but are not limited to: (a) connecting to Provider's Competitors and (b) linking independent Provider platforms.

[END OF API ADDENDUM]