

## EXHIBIT B: APPLICATION DEVELOPER AND API LICENSE AGREEMENT

In addition to the Standard Terms and Conditions, the following additional API License Terms and Conditions (the "API Agreement") shall apply to Licensee's use of the EVOX API. By using applications that interact with EVOX's products and services (the "EVOX Services") or accessing the EVOX API, including but not limited to by requesting authentication credentials or making calls to the EVOX API, Licensee unconditionally consents and agrees to be bound by, and to be a party to, this API Agreement.

This API Agreement sets forth the rules around use of the EVOX Services, the EVOX API, and content shared by EVOX that is accessible through the EVOX API or otherwise. This agreement is incorporated into and forms a part of that certain EVOX Automotive Library™ License Agreement between the parties (the "Master License Agreement").

**1. Use of API and EVOX Marks.** This API Agreement governs the use by Licensee of the following, all of which are referred to collectively as the "API Licensed Materials": (i) the EVOX API and any accompanying or related documentation, source code, executable applications, and other materials, including but not limited to materials made available through EVOX's developer website (the "Developer Website"), as modified from time to time (collectively, the "EVOX API"); (ii) information related to websites hosted by EVOX; and (iii) any other content made available through the EVOX API (collectively, the "Content"). For the avoidance of doubt, the Licensed Materials under the Master License Agreement include the API Licensed Materials. This API Agreement also governs the use by Licensee, and restrictions on such use, of EVOX's name, trademarks, service marks, logos, and other branding made available for use in connection with the API Licensed Materials (the "EVOX Marks").

**2. License Restrictions.** Licensee may use the EVOX API solely for the following purposes: (i) to use and make calls to the EVOX API and to make use of the EVOX Services (and API Licensed Materials accessible therefrom) to develop, implement, and use software applications, services, or products (the "Licensee Applications") that interact with the EVOX Services; (ii) to use the Content only to the extent necessary to format and display it through the Licensee Applications; and (iii) to use and display the EVOX Marks only to identify that the API Licensed Materials originate from the EVOX Services. Licensee shall include and display EVOX Marks, including, as applicable, the logo (as provided by EVOX), in the Licensee Applications. The EVOX Marks, including without limitation the logo, shall be in their original size and be placed in a clear and visible part of the customer interface of the Licensee Applications. In addition, the Licensee shall include the EVOX Marks, including without limitation the logo, in their original size, in a clear and visible part of any communication

with Licensee's customer or potential customers, including without limitation in any marketing materials, websites, press releases, and other communication. Licensee Applications do not include those applications that use or access the EVOX API or the EVOX Services in order to monitor the availability, performance, or functionality of any of the EVOX API or the EVOX Services, for any other benchmarking, or for other competitive purposes.

**3. Restrictions.** Furthermore, Licensee's use of the EVOX API is explicitly conditioned on Licensee's not using or accessing (nor facilitating or enabling others to use or access) the Developer Website or EVOX Content in any way not expressly permitted under this API Agreement. Specifically, and without limitation, Licensee acknowledges and agrees to the following:

a. Licensee will not distribute, publish, or allow access or linking to the EVOX API or Content from any location or source other than Licensee's Licensee Applications or from any other part of Licensee's applications not explicitly approved by EVOX.

b. Licensee will not enable or permit the disclosure of Content other than as authorized under this API Agreement.

c. Licensee will not use the Content to establish EVOX user identities or user profiles.

d. Licensee will not commercialize (that is, sell, rent, trade or lease), copy, or store the Content, other than for the intermediate purposes allowed by this API Agreement.

e. Licensee will not use, copy, distribute, or modify the EVOX API or Content in any "service bureau" or "timesharing" business.

f. Licensee will not collect any personal information from an EVOX user, the EVOX API, or the Developer's Website, other than as provided in this API Agreement.

g. Licensee will not use the API Licensed Materials in any manner that does or could potentially undermine the security of the EVOX Services or the API Licensed Materials. In addition, Licensee shall not (and shall not attempt to) (i) interfere with, modify, or disable any features, functionality, or security controls of the EVOX Services or the EVOX API; (ii) defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any protection mechanisms for the API Licensed Materials; or (iii) reverse engineer, decompile, disassemble, or derive source code, underlying ideas, algorithms, structure, or organizational form from the EVOX Services, the Content, or the EVOX API.

h. Licensee will not use robots, spiders, scraping, or other technology to access or use Content or any

## EXHIBIT B: APPLICATION DEVELOPER AND API LICENSE AGREEMENT

Developer Website or services to obtain any information beyond what EVOX provides to Licensee under this API Agreement.

i. Licensee will not knowingly create a Licensee Application or other application that may be used to violate this API Agreement or any other EVOX policy or applicable law.

j. Licensee will not use the EVOX API in a manner that exceeds reasonable request volume, or constitutes excessive or abusive usage

k. Licensee will not have the Licensee Application or Licensee's use of Content or any of the Developer Website contain information or materials which: (i) are false, inaccurate or misleading; (ii) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy; (iii) violate any law, statute, ordinance, contract, regulation, or generally accepted practice in all relevant jurisdictions (including without limitation those governing trade and export, financial services, consumer protection, unfair competition, antidiscrimination, or false advertising); (iv) are defamatory, trade libelous, threatening, or harassing; (v) contain any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data; or (vi) create liability for EVOX or cause EVOX to lose (in whole or in part) the services of our ISPs or other suppliers.

l. Licensee will not provide any data or information to EVOX unless Licensee represents and warrants that it is accurate and Licensee has all rights necessary to provide such data or information to EVOX and all rights necessary for EVOX to use such data or information.

m. Licensee will comply with the restrictions set forth in this API Agreement and the <https://www.evoximages.com/privacy/> in all uses of the API Licensed Materials. If EVOX believes, in its sole discretion, that Licensee has violated or attempted to violate any term, condition, or the spirit of this API Agreement, Licensee's license to and ability to use and access the API Licensed Materials may be temporarily or permanently revoked, with or without notice to Licensee.

n. In order to use the EVOX API, Licensee must obtain API credentials (an "API Key") via registration on the Developer Website. Licensee will not share Licensee's API Key, shall keep such API Key secure, and shall use it as Licensee's sole means of accessing the EVOX API.

o. Licensee Applications shall present users with the ability to log into the EVOX Services through the EVOX API. Users without an account on the EVOX Services

shall be presented with an opportunity to create such an account.

p. Licensee shall not replicate products or services offered by EVOX.

q. Licensee is not permitted to create any sort of marketplace or other aggregator or public repository of code or applications the purpose of which is to collect items substantially based on the API Licensed Materials, including Licensee Applications (a "Marketplace"), regardless of whether or not such Marketplace charges for such items. Such Marketplaces include but are not limited to collections of EVOX themes, collections of EVOX extensions or plugins, and non-general purpose collections comprised solely of Licensee Applications. In addition, Licensee should not participate in such prohibited Marketplaces.

r. Licensee shall not, under any circumstances, export Content to a datastore intended to replicate, in whole or in part, EVOX's datastore, nor shall Licensee repackage and/or resell the API Licensed Materials, including any Content, in any manner, including but not limited to by offering access to the API Licensed Materials through its own API. For the sake of clarity, this restriction is not intended to apply to Licensee Applications that may, at the request of a user, export such user's Content for the purposes of data portability.

s. Licensee shall immediately report to EVOX any security flaws Licensee discovers in any of the EVOX Services or the API Licensed Materials. EVOX reserves the right, in its sole discretion, to determine what constitutes a security flaw. Licensee shall further immediately report any actual or suspected unauthorized access to the EVOX API using Licensee's API credentials. Failure to report such flaws or unauthorized accesses, particularly prior to public disclosure, shall be considered a material breach of this API Agreement.

t. Licensee shall not publish or link to malicious content intended to damage, disrupt, or exploit a user's browser, computer, or EVOX account, or to compromise a user's privacy or credentials in any manner. In addition, Licensee shall not collect, or try to collect, a user's EVOX credentials, including but not limited to usernames or passwords.

u. Licensee shall not use the EVOX Services or EVOX API, and shall not create Licensee Applications, for the purpose of "spamming." EVOX reserves the right, in its sole discretion, to determine what actions constitute "spamming".

v. Licensee shall respect the letter and the spirit of the programmatic limitations of the EVOX API and the restrictions of this API Agreement in designing and

## EXHIBIT B: APPLICATION DEVELOPER AND API LICENSE AGREEMENT

implementing Licensee Applications. For example, Licensee shall not work around any explicit EVOX API limitation using a series of non-API calls, even if such work-arounds are possible by avoiding use of the EVOX API. In addition, Licensee shall comply with any limitations on the frequency of access, calls, and use of the EVOX API as imposed by EVOX from time to time.

w. Licensee shall not, and shall not attempt to: (i) interfere with, modify, or disable any features or functionality of the EVOX Services or EVOX API, including without limitation any mechanisms used to restrict or control the EVOX Services or EVOX API, such as anti-circumvention measures; (ii) translate, reverse engineer, decompile, disassemble, or derive source code, underlying ideas, algorithms, structure, or organizational form from the EVOX Services or the API Licensed Materials; (iii) defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any protection mechanisms for the EVOX Services or the API Licensed Materials; or (iv) remove or modify any proprietary notices, attribution, or marks from or delivered as part of the EVOX Services or the API Licensed Materials.

x. Licensee may not, under any circumstances: (i) include in or use the EVOX Marks, or any marks that are confusingly similar to or derivative of the EVOX Marks ("Confusing Marks") as part of Licensee's trade names, logos, or identifiers; (ii) include in or use the EVOX Marks or any Confusing Marks as part of any names, domain names, logos, or other identifiers of Licensee Applications; or (iii) use the EVOX Marks or Confusing Marks in a manner that creates or may create a sense of endorsement, sponsorship, or association by or with EVOX, unless expressly permitted by EVOX, in writing, to do so. All use of the EVOX Marks, and any goodwill arising out of such use, shall inure to the benefit of EVOX. Licensee may freely state and disclose that Licensee is using the EVOX Services or the EVOX API, as long as Licensee adheres to all restrictions on the use of the EVOX Marks stated in this API Agreement, and any other agreement among the parties.

y. EVOX reserves the right to monitor Licensee's use of the API Licensed Materials for any reason or no reason, including to ensure Licensee's compliance with the terms and conditions of this API Agreement.

**4. Modifications.** Licensee acknowledges and agrees that EVOX may modify (including but not limited to updating) this API Agreement, the EVOX Services, and the EVOX API, from time to time ("Modification(s)"). Except for Modifications of the EVOX Services or Modifications not changing the components of the EVOX API, Licensee will be notified of a Modification through notifications or posts on the Developer Website or through a form of direct communication

from EVOX to Licensee, including but not limited to e-mail or notifications through the EVOX Services. Licensee further acknowledges and agrees that the EVOX Services and the API Licensed Materials may be modified at any time and without any notice to Licensee. Licensee shall, within thirty (30) days from the date of first notice of any Modification(s) (or such shorter period of time specified in the notice of the Modification(s)), comply with such Modification(s) by implementing and using the most current version of the EVOX API and making any changes to Licensee Applications that may be required as a result of such Modification(s). Licensee acknowledges that a Modification may have an adverse effect on Licensee Applications, including but not limited to changing the manner in which Licensee Applications communicate with EVOX Services and display Content. Licensee acknowledges that its sole recourse for such adverse effects is to terminate this API Agreement pursuant to Section 9, and that Licensee's continued access to or use of the EVOX Services or any API Licensed Materials following such thirty (30) day period shall constitute binding acceptance of the Modification(s) at issue. EVOX will attempt, but is not obligated, to provide thirty (30) days' notice of any Modification that is not backwards compatible or that EVOX reasonably believes will remove or materially alter significant functionality of the EVOX API.

### 5. Ownership.

a. EVOX. Licensee acknowledges and agrees that EVOX and its licensors, particularly its users, retain all worldwide right, title, and interest in and to the API Licensed Materials, including all worldwide intellectual property rights therein. Licensee also acknowledges and agrees that, as between Licensee and EVOX, EVOX owns all right, title and interest in and to the EVOX Services, the EVOX API, the EVOX Marks, and any derivative works or enhancements thereof, including but not limited to all worldwide intellectual property rights therein. Licensee agrees not to act in any manner inconsistent with such ownership. Any of EVOX's rights not expressly granted under this API Agreement are withheld. Licensee agrees that it will not challenge EVOX's ownership of the EVOX Marks, challenge the validity of the licenses granted under this API Agreement, or otherwise copy or exploit the EVOX Marks during or after the term of this API Agreement, except as expressly authorized under this API Agreement. If Licensee acquires any rights in the EVOX Marks or any confusingly similar marks, by operation of law or otherwise, Licensee will, at no expense to EVOX, immediately effectuate an assignment of such rights to EVOX.

b. Licensee. As between Licensee and EVOX, Licensee retains all worldwide right, title, and interest in and to the Licensee Applications, excluding the EVOX Services, the API Licensed Materials, the EVOX Marks, and any derivative works or enhancements

## EXHIBIT B: APPLICATION DEVELOPER AND API LICENSE AGREEMENT

thereof, including but not limited to all intellectual property rights therein.

c. **Feedback.** Licensee may provide EVOX with feedback or comments related to the API Licensed Material and/or Licensee's experience with and use thereof ("**Feedback**"). Licensee agrees that EVOX and its designees and assigns shall be free to copy, modify, create derivative works of, publicly display, disclose, distribute, license, sublicense, incorporate, and otherwise use Feedback, including all derivative works thereof, for any and all purposes, commercial or otherwise, with no obligation of any kind to Licensee.

### 6. Content.

a. **Creation of Content.** If a Licensee Application allows users to post Content (i.e., to generate material that will be hosted on the EVOX Services): (i) Licensee will acquire such user's affirmative permission to post such Content; (ii) Licensee must promptly provide such Content to EVOX via the EVOX Services or the EVOX API, as applicable; (iii) Licensee must provide to its users a prominent and clear disclosure detailing how Licensee may use such Content separately from transmitting that Content to the EVOX Services and seeking the necessary licenses for Licensee to use such Content as disclosed; (iv) Licensee's use of Content must adhere to the restrictions set forth in Section 3; (v) Licensee must provide such users prominent access via a URL to the EVOX Privacy Policy; and (vi) Licensee may provide EVOX with an application identifier that EVOX may display in conjunction with the Content.

b. **Removal of Content.** When Licensee has been notified of such through the EVOX API, Licensee will immediately, and in any case not later than twenty-four (24) hours after notification, including but not limited to by modifying applicable Licensee Applications: (i) delete or remove Content that has been deleted or removed from the EVOX Services; (ii) modify Content that has been modified on the EVOX Services; and (iii) change Licensee's treatment of Content that has had its sharing options modified.

### 7. Privacy

a. **EVOX User Information.** To the extent Licensee has access to and is permitted to use EVOX user information through the API Licensed Materials, such access and use shall be in accordance with the then-current EVOX Privacy Policy. Licensee shall take

efforts to ensure that EVOX user information disclosed in Content, inadvertently or otherwise, is not exploited for improper purposes such as identity theft, fraud, or spamming.

b. **Licensee User Information.** Licensee may collect information relating to users of Licensee Applications ("**Licensee Application User Information**"). If Licensee collects Licensee Application User Information, it shall provide to users an applicable privacy policy that clearly discloses Licensee's information collection, storage, and sharing practices, including but not limited to the extent to which such Licensee Application User Information is disclosed to third parties such as EVOX. Licensee's privacy policy must: (i) comply and be consistent with all applicable laws, including but not limited to data protection regulations in applicable territories; (ii) allow disclosure of Licensee Application User Information to EVOX, to the extent necessary for Licensee's use of the EVOX API and other API Licensed Materials, in accordance with the then-current EVOX Privacy Policy; and (iii) be no less protective of applicable end users than the then-current EVOX Privacy Policy.

**8. Indemnification by Licensee.** Licensee will indemnify and hold EVOX, its subsidiaries, affiliates, officers, employees and agents harmless from any and all claims, damages, losses, liabilities, actions, judgments, costs, and expenses brought by a third party arising out of or in connection with: (i) any act or omission by Licensee in connection with Licensee's use of the EVOX Services or the API Licensed Materials; (ii) Licensee's use of the EVOX Services or the API Licensed Materials other than as expressly allowed by this API Agreement; (iii) Licensee's breach of this API Agreement; or (iv) any Licensed Application.

**9. Disclaimer.** EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THE API LICENSED MATERIALS ARE PROVIDED "AS IS," AND ALL WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, AND WHETHER ARISING BY LAW, CUSTOM, ORAL OR WRITTEN STATEMENTS OF EVOX OR ITS AGENTS, EMPLOYEES OR OTHER REPRESENTATIVES OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ARE EXCLUDED AND DISCLAIMED.