



DEVELOPER API LICENSE & TERMS OF SERVICE AGREEMENT

This API License Agreement (“**Agreement**”) is between IOTGATEWAY.CLOUD, having an address at 9693 Gerwig Lane, Suite B, Columbia, Maryland 21046 (“**IOTGATEWAY.CLOUD**”), and

_____ (“**Licensee**”), having an address at _____.

IOTGATEWAY.CLOUD and Licensee agree:

1. Overview.

a. Use of API. IOTGATEWAY.CLOUD provides the API in order to allow certain of IOTGATEWAY.CLOUD’s customers to obtain services under the Distributor Agreement (“**Gateway Customers**”), and Licensee wishes to use the API in conjunction with the IOTGATEWAY.CLOUD Services to enable Gateway Customers to use the IOTGATEWAY.CLOUD Services.

b. Definitions. All capitalized terms not defined herein have the meaning ascribed to such term in Exhibit A.

c. Fee Schedule. The fees applicable to usage of the API are set forth in Exhibit B.

2. IOTGATEWAY.CLOUD Obligations.

a. API. IOTGATEWAY.CLOUD will make the API available to Licensee and will provide the Licensee with access to the API Documentation.

b. IOTGATEWAY.CLOUD Services; Gateway Customer Relationship. Gateway Customers may use IOTGATEWAY.CLOUD Services as described in the Distributor Agreement. IOTGATEWAY.CLOUD will decide whether to provide the IOTGATEWAY.CLOUD Services to any Gateway Customer. Depending upon how Licensee configures its API integration, Licensee may be required to provide accurate and complete information about the Gateway Customer to IOTGATEWAY.CLOUD during the enrollment process. Upon written notice to Licensee, and giving Licensee and the Gateway Customer a reasonable opportunity to remedy any issues identified by IOTGATEWAY.CLOUD, IOTGATEWAY.CLOUD may suspend or terminate the provision of IOTGATEWAY.CLOUD Services to a Gateway Customer in accordance with the terms of the Distributor Agreement.

c. PCI-DSS Compliance. IOTGATEWAY.CLOUD will comply with the Payment Card Industry Data Standard Security Requirements (“**PCI-DSS**”) that apply to the provision of the IOTGATEWAY.CLOUD Services.

3. Licensee Obligations.

a. API; Integration and Use. Licensee will integrate and use the API as described in the API Documentation (the “**Licensee Services**”). Licensee may only use the API in accordance with applicable law, the API documentation, and the agreements that Licensee has in place with Gateway Customers.

b. Cooperation Regarding Services Agreement. Licensee will take all reasonable steps to ensure that the Gateway Customers do not use IOTGATEWAY.CLOUD Services in violation of the Distributor Agreement.

c. PCI-DSS Compliance. Licensee will comply with PCI-DSS, to the extent that PCI- DSS is applicable to the Licensee Services and Licensee’s implementation of the API and IOTGATEWAY.CLOUD Services. Upon request by IOTGATEWAY.CLOUD, Licensee will verify that Licensee’s implementation of the API and IOTGATEWAY.CLOUD Services is PCI-DSS compliant, and provide the results of the verification to IOTGATEWAY.CLOUD.

4. **Term and Termination.**

a. Term. This Agreement commences on the date Licensee first accesses the API and will continue for as long as the Licensee continues to utilize the API.

b. Survival. Sections 1 and 6 through 12 survive termination of this Agreement.

5. **Data Use.** IOTGATEWAY.CLOUD and Licensee will each have and comply with a privacy policy that complies with applicable law. IOTGATEWAY.CLOUD will maintain its privacy policy at <https://www.iotgateway.cloud/>. Licensee will include a prominent link to its privacy policy as part of the Licensee Services. Licensee may access Transaction Data through the API. Licensee and IOTGATEWAY.CLOUD (a) may each use Transaction Data and Enrollment Data in accordance with the consent obtained from the Gateway Customer, and (b) are each responsible for protecting Transaction Data and Enrollment Data within its possession or control from unauthorized use or disclosure. Each Gateway Customer owns all right, title and interest in and to all of its Enrollment Data (other than account information) and Transaction Data, provided, however, that such Enrollment Data and Transaction Data may be used by IOTGATEWAY.CLOUD as set forth in this Section.

6. **Confidentiality.**

a. General. The parties acknowledge that, in the course of their dealings under this Agreement, each party (“**Receiving Party**”) may receive or otherwise become familiar with information about the other party (“**Disclosing Party**”), including information about the Disclosing Party’s technology, client order information, business activities and operations and its trade secrets which is proprietary or confidential (collectively, the “**Confidential Information**”).

b. Non-Disclosure. The Receiving Party hereby agrees to take all reasonable measures to maintain the confidentiality and secrecy of the Confidential Information of the Disclosing Party and to avoid its disclosure, including all precautions the Receiving Party employs with respect to its confidential materials of a similar nature. Receiving Party may not disclose the Disclosing Party’s Confidential Information to any third party, except: (i) to the Receiving Party’s Affiliates; and (ii) where IOTGATEWAY.CLOUD is the Receiving Party, to IOTGATEWAY.CLOUD’s third-party service providers for the purpose of providing the IOTGATEWAY.CLOUD Services and API. In all cases, the Receiving Party must ensure that any third-party recipients do not use or disclose the Confidential Information other than in accordance with the terms of this Agreement. The Receiving Party may also disclose the Confidential Information to the extent required by applicable law or court order, provided that the Receiving Party uses reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order and has, to the extent reasonably possible, given the Disclosing Party notice of the same and allowed the Disclosing Party to participate in any relevant proceedings.

c. Terms of this Agreement. Neither party will disclose the terms of this Agreement to any third party without the other party’s permission, except to its professional advisors under a strict duty of confidentiality or as necessary to comply with applicable law or court order.



7. **Ownership and License.** As between the parties, Licensee owns all right, title and interest, including IP Rights, in and to the Licensee Services. As between the parties, IOTGATEWAY.CLOUD owns all right, title and interest, including all IP Rights, in and to the API, the IOTGATEWAY.CLOUD Services, the API Documentation, the IOTGATEWAY.CLOUD website, the IOTGATEWAY.CLOUD trademarks and all other services offered by IOTGATEWAY.CLOUD. All use by either party of the other party's trademarks are subject to such party's prior written approval.

8. **Representations and Warranties.** Each party hereby represents and warrants that: (a) it will comply with all applicable laws; (b) it has the right, power, and ability to enter into and perform under this Agreement; (c) the execution of this Agreement and provision or use (as applicable) of the services described herein does not violate any applicable law or contract; and (d) it will comply with PCI-DSS, and the rules set forth by any payment network (such as Visa or MasterCard) throughout the term of this Agreement.

9. **Disclaimer of Warranty.** **Except as expressly provided in this Agreement, and to the maximum extent permitted by law, neither party makes any warranties to the other party, and each party disclaims all warranties, oral or written, express, implied or statutory, with respect to its performance under this Agreement, fitness for a particular purpose, non-infringement, and implied warranties arising from any course of dealing, course of performance or usage in trade.**

10. **Indemnification.** IOTGATEWAY.CLOUD and Licensee (as applicable, the "Indemnifying Party") will each indemnify, defend and hold harmless the other party and its Affiliates (as applicable, the "Indemnified Party") from and against any damages, liabilities (including reasonable attorney's fees), penalties and fines incurred by the Indemnified Party or claims brought by a third party arising out of the Indemnifying Party's breach of this Agreement, and, with respect only to claims brought by a third party, gross negligence or willful misconduct of the Indemnifying Party.

11. **Limitation of Liability.** **Subject to the next sentence, the liability of a party, and its Affiliates arising out of or in connection with this Agreement, whether based on contract, tort (including negligence), strict liability or other legal or equitable theory, will be determined as follows: (a) all indirect, incidental, consequential, special or exemplary damages are excluded; and (b) for direct damages, a total cap will apply of fees paid by Licensee to IOTGATEWAY.CLOUD in the year immediately preceding the claim. A party's liability for a breach of Section 6 (other than in respect of IOTGATEWAY.CLOUD's unauthorized use or disclosure of data that results in a breach of Section 6) and under Section 10 is uncapped. The limitations in this Section 11 shall not apply to a party's fraud, criminal activity, or failure to comply with applicable law or PCI- DSS.**

12. **General.**

a. **Governing Law; Venue.** The laws of the State of New Jersey will govern this Agreement, without reference to its conflict of law principles to the contrary. Each party will bring any suit or action under or in connection with this Agreement exclusively in the courts located in Newark, New Jersey, and each party waives any objection to that venue.

b. **Notices.** Unless otherwise stated in this Agreement, all notices under this Agreement will be deemed to have been duly given when made in writing and hand-delivered, sent by reputable overnight courier, or deposited in the United States of America mail, postage prepaid, certified mail, return receipt requested, to the other party at the address set forth in the first paragraph of this Agreement and send to the attention of the Chief Executive Officer.

c. **Additional Services.** From time-to-time IOTGATEWAY.CLOUD may offer features or services that

may be subject to additional or different terms. Licensee may not use these additional features and services unless it agrees to the applicable terms. IOTGATEWAY.CLOUD may also provide access to features or services that are identified as “beta” or pre-release. Licensee understands that such services are still in development, may have bugs or errors, may be feature incomplete, may materially change prior to a full commercial launch, or may never be released commercially. **Despite any other provision of this Agreement, any use of or reliance on beta or pre-release features or services is done at Licensee’s own risk and is provided as is and without warranty of any kind, and the IOTGATEWAY.CLOUD indemnity in Section 10 does not extend to such beta or pre-release features or services.**

d. Force Majeure. If the performance of this Agreement or any obligation under this agreement is prevented, restricted or interfered with by any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be excused from such performance, except for the making of payments under this agreement, to the extent of such prevention, restriction, or interference.

e. Assignment. The parties may not assign or transfer this Agreement, or any portion of it, to any third party unless the other party expressly consents to such assignment in writing; provided, however, either party may assign its rights and/or obligations under this Agreement to an Affiliate or in connection with a change in control or sale of substantially all of the assets of the party. All terms and provisions of this Agreement will be binding upon and inure to the benefit of the parties hereto and each of their permitted transferees, successors and assigns. **IOTGATEWAY.CLOUD may make changes to this Agreement in order to comply with changes to relevant laws and standards (including PCI- DSS), as well as the rules set by payment method providers. Where this occurs, IOTGATEWAY.CLOUD will provide Licensee with as much notice as in reasonably possible prior to implementing the relevant change.**

f. Severability. If any provision of this Agreement is determined by any court or governmental authority to be unenforceable, the parties intend that this Agreement be enforced as if the unenforceable provisions were not present, and that any partially valid and enforceable provisions be enforced to the extent that they are enforceable.

g. Independent Contractor. Each party is an independent contractor, and nothing contained in this Agreement will be construed to create or imply a joint venture, mandate, partnership, principal- agent, or employment relationship between them. No party will take any action or permit any action to be taken on its behalf that purports to be done in the name of or on behalf of the other, and neither party will have any power or authority to bind the other party.

h. Cumulative Rights, Construction, Waivers. The rights and remedies of the parties under this Agreement are cumulative. No provision of this Agreement will be construed against any party on the basis of that party being the drafter. Unless stated otherwise, the word “including” means “including, without limitation.” The failure of either party to enforce any provision of this Agreement will not constitute a waiver of that party’s rights to subsequently enforce the provision.

i. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the utilization of the API and merges and supersedes any prior or contemporaneous understandings or agreements. This Agreement may not be modified by either party except in a writing signed by the parties.



The parties hereto, by their respective and duly authorized officers, have caused this Agreement to be executed as of the date Licensor first accesses the API.

IOTGATEWAY.CLOUD

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



EXHIBIT A - DEFINITIONS

“API” means any programming interface for the management and provisioning of certain IOTGATEWAY.CLOUD Services, or any replacement or amended interfaces made available by IOTGATEWAY.CLOUD, as described in in the API Documentation.

“API Documentation” means the online documentation related to the API that IOTGATEWAY.CLOUD makes available at <https://www.iotgateway.cloud/> as updated from time to time.

“Affiliate” means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists. For the purposes of this definition, “Control” means beneficial ownership of more than 50% of the voting power or equity in an entity.

“Distributor Agreement” means a fully executed Distributor Agreement where IOTGATEWAY.CLOUD is one of the counterparties and the services are provided by IOTGATEWAY.CLOUD.

“Enrollment Data” means information that Gateway Customers provide about their business and activities when they enroll in the IOTGATEWAY.CLOUD Services.

“IP Rights” means all copyrights, patents, trademarks, trade secrets, moral rights and other intellectual property and proprietary rights.

“IOTGATEWAY.CLOUD Services” means the services offered by IOTGATEWAY.CLOUD pursuant to a fully executed Distributor Agreement where IOTGATEWAY.CLOUD is one of the counterparties.

“Transaction Data” means payment transaction information collected when a Gateway Customer uses the IOTGATEWAY.CLOUD Services through the Licensee.



EXHIBIT B – FEE SCHEDULE

Fees for hardware, software, or services per invoice if applicable.