

## TripsGuard API License Agreement

**IMPORTANT** - Please read the following API License Agreement ("**Agreement**") carefully before using the TripsGuard API, its Documentation and the Content (all as defined below). By clicking the "accept" or "ok" button, or otherwise accessing or using any part of the TripsGuard API, its Documentation and the Content, you expressly acknowledge and agree that you (on behalf of yourself or the entity that you represent, in which case the terms "User", or "you" shall refer to such entity) are entering into a legal agreement with **Avian Software Solutions Ltd.**, ("**Avian**", "**TripsGuard**", "**we**", "**us**" or "**our**") and have understood and agreed to comply with, and be legally bound by, the terms and conditions of this Agreement. In addition, you represent and warrant that:

- (i) you have the right, authority, and capacity to enter into this Agreement (on behalf of yourself or the entity that you represent);
- (ii) you are at least 18 years old; and
- (iii) you are not a person or an entity barred from accessing or using any part of the TripsGuard API, the Documentation and the Content under applicable law.

To the maximum extent permitted by law, you hereby waive any applicable rights to require an original (non-electronic) signature or delivery or retention of non-electronic records, and if you do not agree to be bound by this Agreement, you must not access or use any part of the TripsGuard API, its Documentation and the Content. This Agreement may refer to you and TripsGuard individually as a "**Party**" and collectively as the "**Parties**".

### 1. Definitions.

- 1.1. "**Content**" means the data made available through the TripsGuard website and API.
- 1.2. "**Documentation**" means TripsGuard's proprietary programming tools and other instructional documentation for the TripsGuard API and the Content, in the form generally made available by TripsGuard for use therewith.
- 1.3. "**End User**" means an individual end user of the Implementation, whether or not he or she is a pre-existing customer of TripsGuard.
- 1.4. "**Implementation**" means the integration of the Results of the Content into your website or any other service you own or operate.
- 1.5. "**Intellectual Property Rights**" means all rights, title and interests in and to trade secrets, patents, copyrights, trademarks, trade names, service marks, designs, know-how, utility models, databases, topography and semiconductor mask works, internet domains, and other intellectual property (such as, but not limited to, software, inventions, improvements, algorithms, formulas, processes, discoveries, conceptions, ideas, techniques, products, Content, specifications, methods, drawings, diagrams, models, data and data analysis) anywhere in the world, whether registered or unregistered, and including all applications, registrations, renewals, extensions, continuations, divisions or reissues thereof; as well as any and all moral rights, rights of privacy, publicity and similar rights relating to the foregoing, under any laws of any country.
- 1.6. "**Results**" means the Content generated by TripsGuard API and displayed within the Implementation.
- 1.7. "**TripsGuard API**" means TripsGuard's application programming interface software made available to you.

2. **Changes to this Agreement.** You acknowledge and agree that TripsGuard retains the right to make changes to the terms and conditions of this Agreement, at any time. When these changes are made, we will post the updated version of the Agreement at <https://www.tripsguard.com/api-terms/> (or any successor URL we designate), and such changes shall become effective as of such posting. You should periodically check our website to review the most up-to-date version of this Agreement (you may be able to use a word processor to compare the current version against outdated versions). **TO THE MAXIMUM**

EXTENT PERMITTED BY LAW, YOU ACKNOWLEDGE AND AGREE THAT IF YOU ACCESS OR USE ANY PART OF THE TRIPSGUARD API, THE DOCUMENTATION AND THE CONTENT AFTER THE DATE ON WHICH AN UPDATED VERSION OF THIS AGREEMENT IS POSTED, SUCH ACCESS OR USE WILL CONSTITUTE (AND TRIPSGUARD WILL TREAT SUCH ACCESS OR USE AS) YOUR ACCEPTANCE OF THE CHANGES AND THE UPDATED AGREEMENT. If any change is unacceptable to you, your sole remedy is to terminate this Agreement in accordance with Section 15 (*Termination*) below.

3. **Service and access rights.** Subject to the terms and conditions of this Agreement, TripsGuard grants you a personal, limited, non-exclusive, non-sublicensable, non-transferable, non-assignable license to: (i) access and use the TripsGuard API solely for the purpose of obtaining the Results; (ii) use, copy, modify, adapt, reformat, reproduce, publicly perform and publicly display the Results and the Content solely within the Implementation, and not for any other purpose; and (iii) where applicable, use and access certain TripsGuard Documentation and materials made available to you by TripsGuard (the “Documentation”) solely for the purpose of obtaining the Result and making the Implementation (the “Integration”).
4. **Restrictions.** Except to the extent expressly permitted otherwise in this Agreement, you shall not (and shall not permit any third party to): (a) sell, license (or sub-license), lease, assign, transfer, pledge, or share your rights under this Agreement with any third party; (b) copy any functions, features, or graphics of the TripsGuard API the Documentation and the Content; (c) sell, assign, transfer, lease, rent, sublicense, distribute, publicly perform, display or communicate, frame, mirror, link to, use in a time-sharing, outsourcing, or service bureau environment, or otherwise commercially exploit, TripsGuard API the Documentation and the Content; (d) modify, alter, adapt, arrange, or translate the TripsGuard API, the Documentation and the Content; (e) decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or non-literal aspects (such as underlying, structure, sequence, organization, ideas and algorithms) of, the TripsGuard API, the Documentation and/or the Content; (f) remove, alter, or conceal, in whole or in part, any copyright, trademark, or other proprietary notices displayed or contained on or in the TripsGuard API, the Documentation and/or the Content; (g) circumvent, disable or otherwise interfere with security-related or technical features or protocols of the TripsGuard API, the Documentation and/or the Content, such as features that restrict or monitor or measure the use of your Implementation; (h) make a derivative work of the TripsGuard API and the Documentation, or use them to develop any service or product that is the same as (or substantially similar to) the TripsGuard API and the Documentation; (i) store or transmit any robot, malware, trojan horse, spyware, or similar malicious item intended (or that has the potential) to damage or disrupt the TripsGuard API, the Documentation and/or the Content and/or; (j) use the TripsGuard API, the Documentation and/or the Content to infringe, misappropriate or violate any third party's intellectual property rights, moral rights, privacy or other personal right, or any applicable law or regulation.
5. **Usage limits.** You shall avoid taking any action that imposes or may impose (as determined in TripsGuard's sole discretion) an unreasonable or disproportionately large load on the servers, network, bandwidth, or other infrastructure (including, without limitation, the cloud infrastructure) which operate or support the TripsGuard API and/or the Content or otherwise systematically abuse or disrupt the integrity of such servers, network, bandwidth, or infrastructure (such as systematically or repeatedly requesting Results to the API in an abusive manner). If TripsGuard understands that you are abusing of the TripsGuard API, TripsGuard can, at its sole discretion, cancel or restrict your access to the TripsGuard API.
6. **Your obligations.**
  - 6.1. **Integration.** You are, and shall always remain, solely responsible and liable for the Integration, and TripsGuard will have no liability or obligations with respect to the same (including support obligations), unless otherwise set forth herein.
  - 6.2. **Implementation.** You are, and shall remain, solely responsible and liable for the Implementation, and for obtaining and maintaining all appropriate consents, permissions, and licenses required by any applicable law (including, without limitation, privacy and

spam laws) to offer and make available the Implementation. In no event you shall be solely responsible to have any and all rights, impose any obligations, or make any statements that conflict or are inconsistent with any of the terms and conditions of this Agreement (such as, but not limited to, with respect to ownership and usage restrictions) at the moment of the Implementation.

- 6.3. Display of Content. You shall: (i) display always in each screen page on the Implementation containing any Results and/or Content shall prominently display (next to the Content, and in a reasonably prominent size) the phrase "Powered by *tripsguard.com*" together with a link to <https://tripsguard.com/> (or a relevant sub-page inside it), and optionally the TripsGuard logo, and (ii) conspicuously inform the End User that: (a) the Results and Content posted in the Implementation are made available "as is", without any representation, warranty, guarantee or condition of reliability, availability, quality, accuracy or completeness, and (b) the End User should consult with the legal authorities and/or other official sources before making any decisions based on the Content.

## 7. Creating an account.

- 7.1. To purchase a subscription to use the TripsGuard API services, you can open an account with us ("Your Account") which will require you to provide some basic personal information. Please see our Privacy Policy, available at <https://tripsguard.com/about/privacy/> for more information on what personal information and how that personal information will be used and stored.
- 7.2. You confirm that all information and details provided by you to us (including on registration) are true, accurate and up to date in all respects and at all times. You can update or correct your details at any time by going to Your Account.
- 7.3. When you create an account we may provide you with and/or ask you to use passwords or other means to allow you to access certain areas of the TripsGuard website, TripsGuard API and/or to maintain your account security. It is your responsibility to maintain the confidentiality of your password and account information. TripsGuard shall not be liable to any person for any loss or damage which may arise as a result of any failure by you to protect your password or account. Should you become aware of or suspect any unauthorized use of your password or account, please contact us. If TripsGuard is suspicious of any fraudulent activity coming from your account, it can reserve the right to refuse you access to Your Account and can delete the account.
- 7.4. Any anonymous information, which is derived from the use of the TripsGuard API (i.e., metadata, aggregated and/or analytics information) which is not personally identifiable information ("Analytics Information") may be used for providing the services under this Agreement, for development, and/or for statistical purposes. Such Analytics Information is the TripsGuard's exclusive property.

8. **Support.** This Agreement does not entitle you to any support, maintenance or other technical assistance for the TripsGuard API, the Documentation and the Content. TripsGuard is under no obligation to create or make available any updates or upgrades to the API or the Documentation. In the event that we do create an update or upgrade to any of the foregoing, we reserve the right at our sole and absolute discretion to decide if, when, and under what circumstances we make such update or upgrade available.

## 9. Intellectual Property Rights

- 9.1. **Ownership.** As between TripsGuard and you, TripsGuard is, and shall remain, the sole and exclusive owner of the Intellectual Property Rights in and to the TripsGuard API, the Documentation, the Content, any upgrade, update (such as fixes and patches), modification, improvement, addition, customization and/or derivative. Any rights not expressly granted to you in this Agreement, are hereby reserved by TripsGuard. Subject to the foregoing, you shall be the sole and exclusive owner of the Intellectual Property Rights in and to each Implementation. If you provide TripsGuard with any feedback, ideas or suggestions regarding any TripsGuard API, the Documentation and the Content ("Feedback"), you hereby grant TripsGuard a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, fully paid, sub-licensable and transferable license to use, edit, aggregate, reproduce, distribute, create derivative works of, display, perform, and otherwise fully exploit such Feedback, for any use or purpose whatsoever.

- 9.2. Usage Data.** You further agree that we may collect, access and use any and all (i) usage data and information related to your (and your users' on your behalf) use of the TripsGuard API and/or the Content ("**Usage Data**"), individually or in the aggregate, for any business purpose, internal or external, including, without limitation, providing enhancements to the TripsGuard API and the Content and other services; analyzing trends and preferences; and/or developing new products, services, features and functionality.
- 9.3. Third Party Software.** The TripsGuard API may include third party software components that are subject to open source and/or pass-through commercial licenses and/or notices ("**Third Party Software**" and "**Third Party Software Terms**", respectively), and to the extent of any conflict between this Agreement and any Third Party Software Terms, the latter shall control. Any undertakings, representations, warranties, guarantees, conditions, indemnities or other commitments made by TripsGuard in this Agreement concerning the TripsGuard API (if any), are made by TripsGuard and not by any authors, licensors, or suppliers of, or contributors to, such Third Party Software. Notwithstanding anything in this Agreement to the contrary, TripsGuard does not make any representation, warranty, guarantee, or condition, and does not undertake any defense or indemnification, with respect to any Third Party Software.
- 10. Confidentiality.** You may, from time to time, gain access to, or be provided with (including orally, such as by one of our sales or support personnel), TripsGuard's proprietary information and materials, technical data, trade secrets, know-how, source code, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, algorithms, technology, designs, drawings, engineering, hardware configuration information, marketing, or finances, as well as other business information that is either marked (or, if disclosed orally, designated) as "confidential" or disclosed in such a manner that it would be reasonably apparent that it should be treated confidentially (collectively, "**Confidential Information**"). For the avoidance of doubt, all TripsGuard API and the Documentation are Confidential Information. You may use Confidential Information solely to the extent necessary to exercise your rights under this Agreement. You may not disclose Confidential Information to any third party without our prior express written consent, except that you may disclose Confidential Information to your employees that are bound by written confidentiality obligations at least as protective of our Confidential Information as provided for herein. You agree to securely maintain and protect Confidential Information from unauthorized use, access, or disclosure with the same degree of care that you would use to protect your own confidential and proprietary information of a similar nature, but in any event with no less than a reasonable degree of care.
- 11. Fees and Payments.**
- 11.1. Fees and Payments.** You shall purchase a subscription directly from TripsGuard's website, available at <https://tripsguard.com/get-api/>, by paying a subscription fee in advance prior to start using the TripsGuard API services. TripsGuard may change the price for the subscriptions, from time to time and will communicate any price changes to you in advance and, if applicable, how to accept those changes. Price changes will take effect at the start of the next subscription period following the date of the price change. Subject to applicable law, you accept the new price by continuing to use the TripsGuard API services after the price change takes effect.
- 11.2. Taxes.** All amounts payable hereunder shall not be subject to any set-off or deduction of any kind. All fees are exclusive of any applicable taxes, duties and similar governmental charges, and, except with respect to income taxes of TripsGuard, you are responsible for payment of all such amounts, including sales tax, value added tax (VAT), withholding taxes, export, import and other duties imposed by any governmental agency in connection with this Agreement. If under applicable law, you have to withhold any amount, you shall gross up the amount of the your fees so that TripsGuard receives the fees set forth in the Order Form. You agree to defend, hold harmless and indemnify TripsGuard from any and all claims and liability arising from your failure to report or pay such taxes, duties or other governmental charges.
- 12. Disclaimer of Warranties.** ALL TRIPSGUARD API, DOCUMENTATION AND CONTENT ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY REPRESENTATION,

WARRANTY, GUARANTEE OR CONDITION OF ANY KIND WHATSOEVER (WHETHER EXPRESS, IMPLIED OR STATUTORY), INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND QUALITY OF SERVICE, OR THAT OTHERWISE ARISE FROM A COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE HEREBY DISCLAIMED BY TRIPSGUARD. IN ADDITION, TRIPSGUARD MAKES NO REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION (i) REGARDING THE CONTENT, EFFECTIVENESS, USEFULNESS, RELIABILITY, AVAILABILITY, TIMELINESS, QUALITY, ACCURACY OR COMPLETENESS OF ANY OF THE TRIPSGUARD API, THE DOCUMENTATION AND THE CONTENT; OR (ii) THAT YOUR USE OF THE TRIPSGUARD API, THE DOCUMENTATION AND THE CONTENT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, OR WILL BE INTERRUPTED, SECURE OR ERROR-FREE.

13. **Limitation Of Liability.** YOU HEREBY AGREE THAT IN NO EVENT WILL TRIPSGUARD OR ANY OF ITS AFFILIATES BE LIABLE FOR: ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF REVENUE, OR LOSS OF ANTICIPATED SAVINGS, ANY LOSS OF, OR DAMAGE TO, DATA, REPUTATION, OR GOODWILL AND/OR THE COST OF PROCURING ANY SUBSTITUTE GOODS OR SERVICES. THE TOTAL CUMULATIVE LIABILITY OF TRIPSGUARD AND OUR AFFILIATES UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO TRIPSGUARD (IF ANY) DURING THE ONE (1) YEAR IMMEDIATELY PRECEDING THE DATE ON WHICH YOU BRING YOUR CLAIM. THE FOREGOING EXCLUSIONS AND LIMITATIONS SHALL APPLY: (a) EVEN IF TRIPSGUARD OR OUR AFFILIATES HAVE BEEN ADVISED, OR SHOULD HAVE BEEN AWARE, OF THE POSSIBILITY OF LOSSES OR DAMAGES; (b) EVEN IF ANY REMEDY IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE; and (c) REGARDLESS OF THE THEORY OR BASIS OF LIABILITY (SUCH AS, BUT NOT LIMITED TO, BREACH OF CONTRACT OR TORT).

14. **Indemnification.** If any third party (including, without limitation, a governmental entity) brings any kind of demand, claim, suit, action or proceeding against TripsGuard, our affiliates, and/or any of our respective directors, officers, employees, agents, representatives, customers, suppliers, or licensors (each, an "Indemnitee"), which is based upon or arises from:

- (i) your use of the TripsGuard API and/or the Content;
- (ii) your breach of this Agreement; and/or
- (iii) the development, maintenance, distribution, or use of, or content on/of, your Integration and/or Implementation.

(each of the foregoing, a "Claim"), then, upon request by TripsGuard you hereby agree to assume full control of the defense and settlement of the Claim; *provided, however*, that (a) TripsGuard reserves the right, at any time thereafter, to take over full or partial control of the defense and/or settlement of the Claim; and (b) you shall not settle any Claim, or admit to any liability thereunder, without the express prior written consent of TripsGuard.

In addition, and regardless of whether you participated in the defense and/or settlement of a Claim, you hereby agree to indemnify and hold harmless the Indemnitee against (x) any costs and expenses (including reasonable attorneys' fees) incurred by the Indemnitee in the defense of such Claim; and (y) any amounts awarded against the Indemnitee under such Claim (such as, but not limited to, damages, liabilities, and fines).

TripsGuard agrees to notify you promptly after being made aware of a Claim, as well as provide you with reasonable assistance and information in your defense (in the event applicable) of such Claim.

15. **Termination.**

15.1. **Term.** This Agreement shall enter into force and effect on the date that you accept this Agreement and shall remain in full force and effect for a period of one (1) year unless

earlier terminated as set forth herein (the “**Initial Term**”). Following such Initial Term, you may renew the Agreement with TripsGuard (each a “**Renewal Term**” and together with the Initial Term, the “**Term**”).

15.2. **Termination with cause.** Either Party may terminate this Agreement with immediate effect if the other Party materially breaches this Agreement and such breach remains uncured seven (7) days after having received written notice thereof. Upon termination or expiration of this Agreement: (i) TripsGuard API license granted to you under this Agreement shall expire, and you shall discontinue any further use and access thereof; (ii) you shall immediately delete and dispose of all copies of the Documentation, Results and Content in your possession or control; and (iii) any sums paid by you until the date of termination are non-refundable.

15.3. **Termination for convenience.** TripsGuard may terminate this Agreement without cause, upon a fifteen (15) day written notice to you. In such case, TripsGuard will make a pro-rata refund to you.

**16. Effect of Termination; Survival.** Upon the effective date of termination of this Agreement pursuant to Section 15 (*Termination*) above:

- (i) your access to TripsGuard API and to the Content will immediately be revoked;
- (ii) all license rights granted to you hereunder shall terminate and you must immediately cease all access to and use of any and all TripsGuard API and to the Content; and
- (iii) as directed by TripsGuard, return to TripsGuard or destroy all of the TripsGuard API and to the Content, and all copies thereof, from all computers, hard drives, networks and other storage media.

Upon termination of this Agreement, those rights and obligations that by their nature ought to survive termination, will survive, as will Sections 1, 4, 7.4, 9, 10, 13, 14, and 18 through 19 (inclusive).

**17. Export Compliance.** You must comply with all, and you will be solely responsible for obtaining all required authorizations and licenses from applicable government authorities under the applicable export control laws, in connection with your use of the TripsGuard API, the Content, the Integration and the Implementation.

**18. Governing Law and Jurisdiction.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Israel, without regard to its conflicts of law rules and principles. Any claim, dispute or controversy between you and TripsGuard shall be subject to the exclusive jurisdiction and venue of the courts located in Tel Aviv-Jaffa, Israel and you hereby irrevocably submit to the personal jurisdiction of such courts and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Notwithstanding the foregoing, TripsGuard may seek injunctive relief or specific performance in any court worldwide that has jurisdiction. YOU AGREE THAT ANY CAUSE OF ACTION THAT YOU MAY HAVE UNDER, OR OTHERWISE IN CONNECTION WITH, THIS AGREEMENT MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES. OTHERWISE, YOU AGREE THAT SUCH CAUSE OF ACTION SHALL BE DEEMED PERMANENTLY BARRED.

**19. General.**

19.1. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior or contemporaneous oral or written statements, agreements and understandings regarding such subject matter.

19.2. **Headings.** Any section or sub-section headings used in this Agreement are for convenience only, and shall not be used or relied upon in interpreting any provision of this Agreement.

19.3. **Notice.** Any notice, consent, request, or other communication under this Agreement

(each a "Notice"), shall be addressed and delivered to the other Party by at least one of the following methods: (i) by hand delivery, (ii) by nationally recognized courier service; or (iii) by prepaid certified mail, to the attention of the person listed below at the addresses set forth below. Each Notice shall be deemed effective on the following date: (a) if delivered by hand or by nationally recognized courier service, when delivered at the address specified in this Section; and (b) if given by certified mail, on the date evidenced by a signed return receipt. Notwithstanding anything contained herein to the contrary, a copy of any Notice transmitted shall also be sent via electronic mail (email) or as otherwise requested in writing by one or both Parties during this Agreement.

19.4. Waiver. No failure or delay by either Party in exercising or enforcing any right, power or remedy under this Agreement (or otherwise at law or in equity) will operate as a waiver thereof. Waivers shall apply only in the specific instance in which given. Any waiver by TripsGuard of any provision of this Agreement shall only be valid if in writing, duly signed, and sent to you via email or regular mail.

19.5. Severability. If any court of law that has jurisdiction rules that any provision of this Agreement is invalid, then such invalid provision will not affect any of the remaining provisions of this Agreement, which shall remain in full force and effect.

19.6. Assignment. You may not assign this Agreement (or any of your rights or obligations hereunder), and any such assignment will be null and void. TripsGuard may assign this Agreement (or any of its rights or obligations hereunder) without restriction and without notice to you. This Agreement will also bind and benefit TripsGuard's successors and assigns.

19.7. Relationship. The relationship of the Parties is solely that of independent contractors. Nothing in this Agreement shall be deemed to create any employment, fiduciary, joint venture, agency or other relationship between the Parties.

**Last Updated: July 2020**