

API Terms of Use

These API Terms of Use (the "**Terms**") applies to and govern the access and use of the API (as defined hereunder) which is provided by ActiveFence Ltd. (doing business as "Alice") (the "**Company**"). These Terms constitute an agreement (the "**Agreement**") between the Company and you (the "**User**"). (The Company and the User shall additionally be referred as each, a "**Party**" and collectively, the "**Parties**"), for the User's access and use of the Company's API.

This Agreement will take effect when User first uses the API and will remain in effect until terminated as set forth in section 12 hereunder (the "**Term**").

1. The API

- 1.1. The term "**API**" is defined in this Agreement as an application programming interface, which is used to allow the User or User's affiliates software program or software service (the "**User's Application**") to interact with the Company's software programs and/or software service, including any associated software, tools, developer services, data or all kinds of information and documentation that the Company may provide in relation thereof.

2. Rights Granted

- 2.1. Subject to the terms of this Agreement, the Company grants the User a limited, non-perpetual, non-exclusive, non-transferable and revocable right to access and use the Company's API for the sole and exclusive purpose of developing, testing and running, operating, supporting and integrating the User's Application with the Company's software programs and/or software products and/or software services, and/or for other purposes subject to prior written permission by the Company.

3. Fees

- 3.1. In consideration for the API provided to User under this Agreement, User will pay the Company the fees set forth in the attached purchase order or the Pricing Page , according to the payment terms included therein. Company may offer the API free of charge in certain circumstances, from time to time and at its sole discretion.

4. Restrictions

- 4.1. User shall not and shall not authorize or encourage any affiliated entity or third party to, directly or indirectly: (i) rent, lease, loan, lend, sell, sublicense, redistribute, assign, grant or otherwise transfer any rights in or to the API or any portion thereof; (ii) clone the API or use the API to build an application programming interface, application, or product that functions substantially the same as the API and/or is competitive with any of the Company's products or services; (iii) remove, obscure , modify or alter any proprietary content from the API (or any portion thereof); (v) decompile, reverse engineer, disassemble, or derive the source code, underlying ideas, concepts, or algorithms of the API (except as and only to the extent the



foregoing restrictions are expressly prohibited by applicable statutory law), or otherwise derive any trade secrets or know-how of the Company; (vi) modify, alter, tamper with, repair or otherwise create derivative works of the API; (v) use the API in a scope or manner that may adversely impact the availability, stability or responsiveness of the API or otherwise interfere with or disrupt the API or the servers or networks providing the API; (vi) perform an action that may introduce any viruses, worms, defects, trojan horses, malware, or any items of a destructive nature to the Company, including the Company's servers or networks and/or any of the Company's products or services; (vii) use the API for any activities where the use or failure of the API could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems); or (viii) use, or attempt to use, the API in a manner that infringes, misappropriates or otherwise violates any of the Company's rights or those of any other person or entity, or that constitutes an excessive and/or abusive use, or promote, facilitate or encourage any harmful and/or unlawful conduct or behavior which may violate any applicable law or regulation, or provide any third party data to the API.

4.2. User will only access or attempt to access the API by the means described in the documentation of that API available from time to time on the Company's website. The Company may assign User access credentials (e.g. client IDs), in which case User must use them with the applicable API and will not misrepresent or mask its identity when accessing or using the API. User must keep the access credentials confidential and may not sell, share, transfer, sublicense or otherwise make the access credentials available to others. User is responsible for any and all activities that occur using its access credentials.

4.3. The Company, in its sole discretion, may set and/or enforce limits on User's use of the API (e.g. limiting the number of API requests the User may make). User agrees to, and will not attempt to circumvent, such limitations documented with each API. If User would like to use any API beyond these limits, it must obtain the Company's express consent, and the Company may reasonably decline such request or condition acceptance on User's agreement to additional terms and/or charges for that use.

5. Compatibility

5.1. User's Application must (a) maintain full compatibility with the API, pursuant to API documentation as provided by the Company. The Company reserves the right to update the API documentation from time to time without notice.

5.2. User acknowledges and agrees that if any User's Application uses or implements an outdated version of the API, this User's Application may not function properly or at all. User acknowledges and agrees that the Company may cease support of old versions or releases of the API.

6. API Update



- 6.1. Notwithstanding the foregoing, the Company may, in its discretion but without being obligated to do so, maintain the API with updates, modifications, adaptations, fixes, patches, improvements, or enhancements to the API, or any of its features, documentation, user interfaces, designs or any other aspect related to it. The Company may do so without being obligated to provide any notice thereof.
 - 6.2. If the Company provides any upgrades, patches, enhancements, or fixes for the API as set forth herein, or enhances the API to include new or additional features or capabilities, then all items that are so provided will become part of the API and subject to this Agreement.
 - 6.3. User acknowledges and agrees that such updates, modifications, adaptations, improvements, or enhancements to the API may cause errors, glitches or malfunctions in the API's interoperability with interfacing components. User shall have no plea, claim or demand against the Company, and the Company will have no liability to you, for any such interoperability issues.
7. Monitoring
 - 7.1. The Company and its affiliates may, but without being obligated to, monitor the use of API to secure, ensure the quality of, and improve the API and/or Company's systems and/or products and/or services; perform research; and/or ensure compliance with this Agreement and all applicable laws and regulations. User shall not interfere with this monitoring, and the Company may use any technical means to overcome such interference. The Company may suspend access to the API by User without notice if the Company reasonably believes that User is in violation of this section 7.1.
8. Intellectual Property
 - 8.1. All rights, title and interest, including copyrights, patents, trademarks, trade names, trade secrets and other intellectual property rights, and any goodwill associated therewith, in and to the API or any part thereof, including all computer code and documentation related to the API, are and will remain at all times, owned by the Company. This Agreement does not grant or assign to User any title, right or interest in or to the API or the intellectual property rights or any moral rights therein or any license of access and/or use the API other than explicitly granted by this Agreement.
 - 8.2. By using the Company's API, User does not acquire ownership of any rights in the Company API or the content that is accessed through the API. The Company does not acquire ownership in User's Application.
9. Confidentiality
 - 9.1. User shall not disclose or allow access to the API or any information derived therefrom to any third party and will limit access to the API and any derived information to User's employees who are developing the User's Application.



- 9.2. User may be given access to certain non-public confidential or proprietary information of the Company, its affiliates and other third parties, including, but not limited to, software and specifications related to the API and/or API implementation and the Company's and its affiliates' algorithms, software, models, and systems, or other business information (collectively "**Confidential Information**"). Confidential Information includes any information that the Company or its affiliates consider confidential or would normally be considered confidential under the circumstances. User may use Confidential Information only as necessary in exercising its rights under this Agreement. User may not disclose any Confidential Information to any third party without the Company prior written consent, and User agrees that it will protect this Confidential Information from unauthorized use, access, or disclosure in the same manner that it would use to protect its own confidential and proprietary information of a similar nature and in any event with no less than a reasonable degree of care.
- 9.3. Confidential Information does not include any information that: (i) is or becomes generally available to the public through no fault of User; (ii) User already possess without any confidentiality obligations when User received it under this Agreement; (iii) was or is later rightfully disclosed to User by a third party without any confidentiality obligations; (iv) the Company approved for release in writing; or (v) User independently developed without using or referencing any Confidential Information. User may disclose Confidential Information when required by law or the valid order of a court or other governmental authority in which case User shall give a reasonable prior written notice to the Company of the disclosure.

10. Warranty Disclaimer

- 10.1. except as expressly provided for in this Agreement, the Company provides the API, documentation and all related components and information on an "AS IS" and "AS AVAILABLE" basis without warranty of any kind, and hereby disclaims any and all express or implied warranties, including without limitation warranties of functionality, availability, merchantability, fitness for a particular or any purpose, performance, satisfactory quality, accuracy, reliability, and non-infringement. User acknowledges that the Company does not warrant that the API will be uninterrupted, accurate, timely, secure, free of harmful components or error-free. Except as expressly provided for in this Agreement, to the extent permitted by law, the Company excludes all warranties, guarantees, conditions, representations, and undertakings.
- 10.2. User acknowledges and agrees that use of the API is at its own risk. User has no warranty or guarantee under this Agreement that the operability of any of User's Applications interacting with the API will be maintained with any subsequent or generally available versions of the API or that any version of the API will ever be made available or marketed. The Company may discontinue providing the API or may change the nature features,



functions, scope or operation thereof, at any time and from time to time, pursuant to section 6 herein. Subject to this Agreement and to extent permitted by applicable law, the Company or any of its affiliates do not warrant that the API will continue to be provided, will function as described, consistently or in any particular manner.

11. Limitation of Liability

11.1. Under no circumstances and under no legal theory, including, but not limited to, tort, contract, negligence, strict liability, or otherwise, shall the Company or its affiliates be liable to User, its affiliates or any other person or entity for any direct or indirect, special, incidental, or consequential damages including, without limitation, any loss of use or downtime, damages for lost profits, savings or revenues, loss of goodwill, loss of or corruption to data, or damages resulting from User's use of the API, including any damage relating to the procurement by the User of any substitute services. The foregoing limitations shall apply even if the Company has been informed of the possibility of such damages.

11.2. To the maximum extent permitted by applicable law, the total and aggregate liability of the Company, its affiliates and its and their employees, directors, officers, shareholders, advisors, and anyone acting on the Company's or their behalf, for any and all damages to the User and any of its affiliates arising out of or related to the access or usage of the API and/or this Agreement, shall be limited to the fees for the API provided herein (if any) that User actually paid the Company in the six (6) months preceding the event purportedly giving rise to the claim of liability, and in any event shall not exceed the total amount of one thousand (1,000) US Dollars.

12. Termination

12.1. Either Party may terminate this Agreement: (a) in the event of any material breach of these Agreement by the other Party, where the breach remains uncured for fifteen (15) days following written notice thereof from the non-breaching Party to the breaching Party; (b) if the terminating Party is required to do so by law; or (c) if the other Party (i) becomes or is declared insolvent or bankrupt, or (ii) makes an assignment for the benefit of creditors or takes or has taken against it any such other similar action in any relevant jurisdiction.

12.2. Without derogating from the aforesaid, the Company may terminate this Agreement at any time by providing User a thirty (30) days' prior written notice thereof. User may terminate this Agreement at any time by providing the Company with a written notice, duly executed by an authorized signatory of the User, notifying the Company of termination, and confirming that User and any of its affiliates has ceased any further use of the API. Termination shall enter effect upon sixty (60) days from the Company receipt of said notice.

12.3. Upon termination of this Agreement, User and any of its affiliates must cease use of the API and the Company may terminate the User's and its affiliates' access to the API. User must promptly destroy copies of any documentation and any other information in their



possession or control which is in relation to the API, and/or that was received under the Agreement.

13. Indemnification

13.1. Upon its first demand, User will defend, indemnify and hold the Company, its affiliates, and each of their shareholders, directors, officers, employees, agents and representatives harmless from and against any claim, suits, liability, cost, loss, penalties, fines, damage and expense (including reasonable legal fees) arising from and/or caused due to: (a) User's use, misuse of, and/or activities in connection with the API, including API documentation; (b) User's Application (c) any content or data routed into or used with the API by User, those acting User's behalf, or User's end users (d) User's violation of this Agreement or any portion thereof (e) User's actual or alleged infringement, misappropriation or violation of the Company's, its affiliates' or any third party's rights, including without limitation privacy right, copyright or any other intellectual property or proprietary rights of a third party; and (f) any damage of any sort, whether direct, indirect, special or consequential, User may cause to any third party with relation to User's use of the API. Without derogating from the foregoing, the Company reserves the right, at its expense, to assume the exclusive defense and control of any matter which is subject to indemnification by User, which will not excuse User's indemnity obligations herein and in which event User will fully cooperate with the Company in asserting any available defense. User agrees not to settle any matter subject to an indemnification by User without first obtaining the Company's prior express written approval.

14. General/Misc.

14.1. Relationship

14.1.1. This Agreement does not create a partnership, joint venture or agency relationship between the Parties or any of the Parties' affiliates. The Parties are independent contractors and neither Party will have the power to bind the other or to incur obligations on the other's behalf without the other Party's prior written consent.

14.2. Publicity - User grants the Company the right to use User name and logo as a reference for marketing or promotional purposes on the Company's website and in other public or private communications with the Company's existing or potential employees, suppliers or clients.

14.3. Assignment

14.3.1. Neither Party may assign or delegate any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other Party (not to be unreasonably withheld). Notwithstanding the foregoing, either Party may assign the Contract in its entirety, without consent of the other Party, to a corporate affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Any purported assignment in violation of this section 14.3 is void. A Party's sole remedy for any purported assignment by the other Party in



breach of this section 14.3 may be considered, at the sole discretion of the non-assigning Party, a material breach of this Agreement, allowing the non-breaching Party to terminate the Agreement pursuant to section 12.1 herein. Subject to the foregoing, the Contract will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.4. Waiver

14.4.1. No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement will be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. No single waiver will constitute a continuing or subsequent waiver.

14.5. Severability

14.5.1. The Agreement shall be enforced to the fullest extent permitted under applicable law. If any provision of this Agreement is held invalid or unenforceable, or is held by a court of competent jurisdiction to be contrary to law, that provision shall be construed in a manner consistent with the applicable law to reflect, as nearly as possible, the original intentions of the Parties and the remaining provisions will remain in full force and effect.

14.5.2. Any provisions herein that, by their nature, would survive termination of this Agreement, shall so survive, including sections 4, 7, 8, 9, 10, 11, 13, 14.7.

14.6. Entire Agreement

14.6.1. This Agreement constitute the entire and complete agreement and understanding between the Parties with respect to the access and/or use of the API and supersedes and replaces any and all prior or contemporaneous agreements, communications or understandings, whether oral or written, between the Parties.

14.6.2. The Company may change this Agreement or any portion thereof, including the applicable fees charged for the API. If the Company makes a material change to the Agreement, it shall provide User with the updated version of the Agreement at a reasonable notice prior to the change taking effect. The materially revised Contract will become effective on the date set forth in the Company's notice. If User does not agree to the amendments in their entirety, the Company reserves the right to terminate this Agreement pursuant to section 12 herein. User's access or use of the Company's API after the effective date, shall constitute User's acceptance of the revised Agreement.

14.6.3. If new legislation, statutory instrument or other governmental regulation come to effect in a manner which compel the amendment of this Agreement, the Company shall notify User promptly and shall amend this Agreement as required. User's continued use of the API following the effective date of such amendment thereof signifies User's assent to the revised Agreement.

14.7. Governing Law



14.7.1. This Agreement shall be exclusively governed by and construed in accordance with the laws of the State of Israel, without giving effect to the rules respecting conflict-of-law. The competent courts located in the city of Tel-Aviv-Jaffa shall have exclusive jurisdiction over any dispute arising in connection with this Agreement.