



**ORDERGRID INC.
API TERMS OF SERVICE**

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These API Terms of Service (these "**API Terms**") govern your access to and use of the OrderGrid application programming interface, including all versions of the OrderGrid API, Partner API, REST API and Public API (collectively, the "**OrderGrid API**") and the related documentation (the "**API Documentation**"). These API Terms form part of and are incorporated into the OrderGrid Platform Service Terms of Service or other written agreement between OrderGrid Inc. ("**OrderGrid**", "**we**", "**our**" or "**us**") and you (the "**Agreement**"). All capitalized terms not defined in these API Terms have the meanings given to them in the Agreement. In the event of any conflict between these API Terms and the Agreement, these API Terms shall control with respect to the OrderGrid API only.

BY USING ANY ORDERGRID API, YOU AGREE TO THESE API TERMS AND ACKNOWLEDGE THAT YOU HAVE READ, ACCEPT AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT ACCEPT THESE API TERMS, YOU MUST IMMEDIATELY CEASE ALL USE OF THE ORDERGRID API. IF YOU ARE USING THE ORDERGRID API ON BEHALF OF AN ORGANIZATION, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ORGANIZATION TO THESE API TERMS.

1. CHANGES TO THESE API TERMS

1.1 OrderGrid may update these API Terms from time to time by posting a revised version at ordergrid.com/legal/api-terms-of-service. OrderGrid shall provide Client with no less than 30 days' prior written notice of any material changes. Your continued use of the OrderGrid API after such changes constitutes acceptance of the updated API Terms.

2. API ACCESS AND LICENSE

2.1 **API Credentials.** Authenticated access to the OrderGrid API requires API keys, client IDs, client secrets, OAuth authorizations, or other credentials (each, an "**API Credential**"). You are responsible for keeping your API Credentials secure and confidential. OrderGrid may revoke API Credentials at any time without notice.

2.2 **License Grant.** Subject to your compliance with these API Terms and the Agreement, OrderGrid grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license during the Term to: (a) access and use the OrderGrid API solely to develop applications that interface with the Services ("**Applications**"); (b) use, reproduce, distribute and transmit Client Data to the extent necessary to format and display it through the Applications; and (c) receive Content and data in accordance with these API Terms, the Agreement and the API Documentation.

2.3 **API Documentation License.** Subject to these API Terms, OrderGrid grants you a limited, non-exclusive, non-sublicensable, non-transferable license to use the API Documentation during the Term solely for your internal business purposes in connection with your use of the OrderGrid API.

2.4 **Rate Limits.** The number of API calls you or your Application may make during any given period may be limited at OrderGrid's discretion. You agree to comply with all rate limits and

technical limitations described in the API Documentation. OrderGrid may change rate limits at any time.

3. API SERVICE LEVELS

3.1 The OrderGrid API is subject to the service level commitments set out in the Agreement, including the Solution Commitment described therein. For the avoidance of doubt, the Solution SLA Exclusions set out in the Agreement apply equally to the OrderGrid API.

3.2 **Changes to the API.** OrderGrid may modify the OrderGrid API and API Documentation at any time. OrderGrid shall use commercially reasonable efforts to provide advance notice of material changes that may require modifications to your Application. It is your responsibility to review the API Documentation regularly and to update your Application as necessary.

3.3 **Suspension.** OrderGrid may suspend or revoke your access to the OrderGrid API at any time, including for: (a) violation of these API Terms or the Agreement; (b) use contrary to the API Documentation; (c) scheduled maintenance; (d) emergency security concerns; or (e) any other reason described in the Agreement.

4. API USE RESTRICTIONS

4.1 You shall not use the OrderGrid API in any way not expressly permitted under these API Terms or the API Documentation. Without limiting the generality of the foregoing, you shall not:

- (a) develop Applications that are fraudulent, misleading, or that infringe any third party's intellectual property rights;
- (b) disable, overburden, impair, or otherwise interfere with servers or networks connected to the OrderGrid API;
- (c) use automated systems to send more requests than a human could reasonably send in the same period using a normal browser;
- (d) scrape, index, survey or otherwise data-mine any portion of the OrderGrid API;
- (e) modify, decompile, reverse engineer or otherwise alter the OrderGrid API;
- (f) use the OrderGrid API in any manner that may threaten its security or functionality;
- (g) use the OrderGrid API to circumvent intended features, functionality or limitations of the Services;
- (h) perform vulnerability or penetration testing on the OrderGrid API without OrderGrid's prior written consent;
- (i) use the OrderGrid API for the purpose of building a similar or competitive product or service;
- (j) access or use any features or functionality not documented in the API Documentation without prior written consent; or
- (k) authorize, permit, enable, induce or encourage any third party to do any of the above.

5. DATA

5.1 **Data You Transmit.** Data transmitted through the OrderGrid API ("**Transmitted Data**") is subject to the data licensing terms set out in the Agreement, including Sections 4.2 (Rights in Client Data), 4.3 (Limited License to Client Data) and 4.4 (Usage Data/Statistical Data) of the Platform Service Terms of Service. Any Client Data that constitutes Personal Information will be de-identified prior to use for research, development, model training or improvement purposes.

- 5.2 **AI/ML Outputs.** The OrderGrid API may return outputs generated by AI/ML Technologies. Such outputs are provided on an “as is” and “as available” basis and are subject to the AI/ML provisions set out in the Agreement, including Sections 2.5, 2.6, 7.2 and 9.3 of the Platform Service Terms of Service. Client acknowledges that AI/ML outputs may be inaccurate, incomplete or biased, and agrees to maintain appropriate human oversight of AI-generated outputs as described in the Agreement.
- 5.3 **Data Deletion.** You shall promptly delete any data obtained through the OrderGrid API when: (a) your access to the OrderGrid API is suspended or revoked; (b) you deactivate your Application; or (c) the data is no longer reasonably required by your Application. For the avoidance of doubt, data retention and deletion for Client Data is governed by the Agreement and, where applicable, the Data Processing Addendum available at ordergrid.com/legal/data-processing-addendum.
- 5.4 **Prohibited Data.** You shall not transmit through the OrderGrid API any Prohibited Data as defined in the Agreement (Section 5.5 of the Platform Service Terms of Service), including financial account identifiers, government-issued identifiers, health information, or biometric data, unless OrderGrid has expressly agreed in writing to process such data.

6. DATA PROTECTION AND PRIVACY

- 6.1 To the extent your use of the OrderGrid API involves the processing of Personal Data, such processing shall be governed by the OrderGrid Data Processing Addendum available at ordergrid.com/legal/data-processing-addendum and the OrderGrid Privacy Notice available at ordergrid.com/legal/privacy-policy.
- 6.2 You shall comply with all Applicable Data Protection Law (as defined in the Data Processing Addendum) in connection with your use of the OrderGrid API and your Applications.

7. MONITORING

- 7.1 You acknowledge and agree that OrderGrid may monitor your use of the OrderGrid API, including API call volume, frequency, data accessed and error rates. You shall not block or interfere with such monitoring.

8. SECURITY

- 8.1 You shall implement and maintain appropriate security measures for your Applications, including: (a) secure storage of API Credentials; (b) encryption of data in transit using TLS 1.2 or higher; (c) regular security testing of your Applications; and (d) prompt notification to OrderGrid of any security incident that may affect the OrderGrid API or Client Data.
- 8.2 You acknowledge that transmission of data over the Internet involves inherent security risks. OrderGrid implements appropriate technical and organizational measures to protect the OrderGrid API but does not guarantee that communications will be free from unauthorized interception.

9. OWNERSHIP

- 9.1 All rights (including intellectual property rights), title and interest in and to the OrderGrid API, the API Documentation, and all materials provided by OrderGrid hereunder remain with OrderGrid (or its third-party licensors). The OrderGrid API and API Documentation are licensed and not sold. All rights not expressly granted in these API Terms are reserved.

10. DISCLAIMER

THE ORDERGRID API AND API DOCUMENTATION ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND. TO THE

FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ORDERGRID DISCLAIMS ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS WITH RESPECT TO THE ORDERGRID API AND API DOCUMENTATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR COLLATERAL, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY AND TIMELINESS, OR ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

ORDERGRID DOES NOT WARRANT THAT THE ORDERGRID API WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE. ORDERGRID DOES NOT WARRANT THAT ANY AI/ML OUTPUTS RETURNED VIA THE ORDERGRID API WILL BE ACCURATE, RELIABLE, COMPLETE OR FREE FROM BIAS. CLIENT ASSUMES FULL RESPONSIBILITY FOR REVIEWING, VALIDATING AND VERIFYING ANY AI/ML OUTPUTS BEFORE IMPLEMENTING OR ACTING UPON THEM.

YOU ACKNOWLEDGE THAT IF YOU DISCLOSE YOUR API CREDENTIALS TO THIRD PARTIES, THEY MAY HAVE ACCESS TO AND THE ABILITY TO MODIFY OR DELETE YOUR DATA. ORDERGRID IS NOT RESPONSIBLE FOR ACTIONS OF ANY THIRD PARTY TO WHOM YOU DISCLOSE YOUR API CREDENTIALS.

11. INDEMNITY AND LIMITATION OF LIABILITY

11.1 **Indemnity**. You shall indemnify, defend and hold harmless OrderGrid and its officers, directors, employees, agents, affiliates, successors and assigns from and against any and all losses, damages, liabilities, claims, actions, judgments, settlements, costs or expenses (including reasonable legal fees) arising from or relating to: (a) your use or misuse of the OrderGrid API; (b) your breach of these API Terms; (c) any representations, warranties or commitments you make regarding the OrderGrid API or Services; (d) your Applications, including any end user's use thereof; (e) any content or data transmitted through the OrderGrid API by you or on your behalf; and (f) your failure to implement required human oversight of AI/ML outputs or your reliance on AI/ML outputs without appropriate verification.

11.2 Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIABILITY OF ORDERGRID UNDER OR IN CONNECTION WITH THESE API TERMS SHALL BE SUBJECT TO THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET OUT IN THE AGREEMENT. FOR THE AVOIDANCE OF DOUBT, THE AGGREGATE LIABILITY OF ORDERGRID AND ITS AFFILIATES UNDER THE AGREEMENT AND THESE API TERMS SHALL APPLY IN THE AGGREGATE FOR ALL CLAIMS UNDER BOTH THE AGREEMENT AND THESE API TERMS.

12. GENERAL

12.1 **Governing Law**. These API Terms shall be governed by and construed in accordance with the governing law provisions of the Agreement.

12.2 **Entire Agreement**. These API Terms and the Agreement constitute the entire agreement between you and OrderGrid with respect to the OrderGrid API and supersede all prior agreements relating thereto.

12.3 **Waiver**. OrderGrid's failure to enforce any provision of these API Terms shall not constitute a waiver of that provision.

12.4 **Severability**. If any provision of these API Terms is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

12.5 **Assignment**. You may not assign these API Terms without OrderGrid's prior written consent. OrderGrid may assign these API Terms without your consent.

12.6 **Contact**. For questions about these API Terms, please contact legal@ordergrid.com.