

API LICENSE AGREEMENT

UPDATED: SEPTEMBER 12, 2025

This API License Agreement (“Agreement”) is entered into on the API APPLICATION, by and between POSaBIT US, Inc., a Washington corporation with its principal place of business at 4786 1st Avenue South, Suite 102, Unit E2, Seattle, Washington 98134 (“POSaBIT”), and (“Integrator”). POSaBIT and Integrator are each a “Party” and together the “Parties.” This Agreement may be updated from time to time in accordance with Section 21 below. POSaBIT and you hereby agree as follows:

RECITALS

WHEREAS, POSaBIT operates a proprietary point-of-sale platform (the “POSaBIT Platform”) used by retail merchants (each, a “Merchant”) and shows certain Merchant-related data and functionality through application programming interfaces (each, an “API”);

WHEREAS, Integrator desires to use the API to connect its products and services to Merchant accounts and to access Merchant data for the limited purposes permitted by this Agreement;

WHEREAS, POSaBIT is willing to grant Integrator access to the API on a tiered (“open” vs. “locked”) basis and subject to the technical controls, consent requirements, restrictions, and fees set forth herein;

NOW, THEREFORE, the Parties agree as follows:

1. DEFINITIONS

“Affiliate” means an entity that directly or indirectly controls, is controlled by, or is under common control with a Party, where “control” means ownership of more than fifty percent (50%) of the voting interests of such entity.

“API” means any POSaBIT application programming interface, SDK, web service, documentation, sandbox, credentials, keys, tokens, and any updates or modifications thereto made available by POSaBIT.

“Approved Consent Method” means the POSaBIT-designated workflow, user interface, or API call sequence by which a Merchant grants or revokes authorization for Integrator to access specific Data Types for that Merchant.

“Basic API License” means the open-tier license granting access only to Open Access Data as identified in Exhibit A and subject to the Usage Limits and other terms herein.

“Confidential Information” means non-public technical, business, or other information disclosed by a Party that is labeled or otherwise identified as confidential or that reasonably should be understood to be confidential, including, without limitation, the terms of this Agreement, product plans, code, schemas, API specifications, business terms, API credentials, authentication tokens, usage logs, or Merchant Data, and any other non-public technical or business information. Confidential Information does not include feedback, suggestions, or comments related to the API provided by Integrator, and POSaBIT may use such feedback without restriction or obligation to Integrator.

“Custom Access Data” means the Data Types designated as fee-based access as agreed to by the Parties.

“Customer Data (PII) or PII” means information in any format about an identifiable individual, and any information that when used separately or in combination with other information could identify an individual. Customer Data (PII) includes any information deemed “personal information,” “personal data,” or equivalent term under applicable data protection and privacy laws.

“Daily Limits” means the number of API calls allowed per day and per minute as set forth in Exhibit B.

“Data Types” means the categories of data accessible via the API .

“Developer TOS” means the POSaBIT Developer Terms of Service, as published on the POSaBIT Developer Portal (developer.posabit.com) and updated from time to time by POSaBIT. The Developer TOS is incorporated into and forms part of this Agreement. In the event of a conflict between this Agreement and the Developer TOS, this Agreement will control.

“Enterprise API License” means the locked-tier license, which includes access to Locked Access Data in addition to Open Access Data, subject to Fees and any additional controls.

“Open Access Data” means the Data Types designated as no-fee access in Exhibit A.

“Integrator Application” means any software, product, service, or workflow developed, owned, or operated by Integrator that calls the API.

“Merchant” means a POSaBIT merchant that authorizes Integrator to access Data Types related to that Merchant via the Approved Consent Method.

“Merchant Data” means all data provided by or relating to a Merchant that is accessible via the API.

“Locked Access Data” means the Data Types designated as fee-based access.

“Security Breach” means any actual or reasonably suspected unauthorized access to, acquisition of, or disclosure of the API, credentials, or Merchant Data, or any compromise of the confidentiality, integrity, or availability of Merchant Data.

“Usage Limits” means the call volumes, rates, concurrency, and other technical limits in Exhibit B.

2. LICENSE GRANT; TIERS

2.1 Grant. Subject to this Agreement, POSaBIT grants Integrator a limited, revocable, non-exclusive, non-transferable, and non-sublicensable license to access and use the API solely to retrieve and process Merchant-authorized Data Types for the purpose of providing the Integrator Application to such Merchant.

2.2 Reservation. Except for the rights expressly granted herein, POSaBIT retains all right, title, and interest in and to the API, the POSaBIT Platform, and all related intellectual property. No implied licenses are granted.

2.3 Tiers. Two categories of access are available: (a) the Basic API License (open tier) and (b) the Enterprise API License (locked tier). The applicable license type shall be designated in Exhibit A. Basic API License access is limited to Open Access Data. Enterprise API License access includes Locked Access Data and Custom Access Data. Access to specific Data Categories and the associated field-level details are set forth in Developer TOS.

3. VERSIONING; CHANGES; MONITORING

3.1 Versioning and Deprecation. Integrator’s use of the API is subject to versioning and deprecation policies set forth in Developer TOS.

3.2 Monitoring. API monitoring and enforcement shall be as described in Developer TOS.

4. USE RESTRICTIONS; ENFORCEMENT.

4.1 No Unauthorized Data. Integrator shall not access any Data Type or Merchant Data not expressly authorized via the Approved Consent Method, nor attempt to re-identify, reverse engineer, or otherwise associate any de-identified, anonymized, or aggregated data with an individual or household.

4.2 Competitive Use. Integrator shall not use the API, its structure or logic, or any Merchant Data to develop or enhance any competing product or service, or to assist a third party to do so.

4.3 No Resale or Redistribution. Except as expressly permitted for the benefit of the authorizing Merchant, Integrator shall not resell, license, disclose, or redistribute Merchant Data to any third party.

4.4 Security. Integrator shall not probe, scan, or test the vulnerability of the API; circumvent authentication or rate limits; or attempt to gain unauthorized access to the POSaBIT Platform.

4.5 Credentials. API credentials are Confidential Information and may not be shared with any third party. Integrator is responsible for all activities under its credentials.

4.6 Enforcement. POSaBIT may throttle, rate-limit, or temporarily suspend API access to protect the POSaBIT Platform from excessive load or abuse. Persistent or egregious overages constitute material breach.

4.7 Compliance. Integrator shall comply with all applicable laws, including privacy, consumer protection, and data security laws, and shall not use the API to process data in violation of any applicable law.

5. FEES AND PAYMENT

5.1 Fees. Fees are set forth in Exhibit B (the “Fees”). Fees may be structured as: (a) a per-connected-venue monthly fee, (b) a flat monthly fee, or (c) such other arrangement as the Parties may mutually agree to in writing. POSaBIT will invoice Integrator monthly, and payment shall be due within thirty (30) days of the invoice date, regardless of whether the Integrator actively pulls data. All fees are non-refundable unless otherwise expressly provided. All amounts payable are exclusive of applicable taxes. Integrator is responsible for disconnecting venues when access is no longer needed. POSaBIT will deactivate tokens if Merchant churns or authorization is revoked.

5.2 Invoicing; Late Fees. POSaBIT will invoice monthly in arrears. Payments are due within thirty (30) days of the invoice date. Overdue amounts accrue interest at 1.5% per month (or the maximum permitted by law), and POSaBIT may suspend access at any time for non-payment. Fees are exclusive of taxes. Integrator is responsible for all sales, use, VAT, or similar taxes (excluding POSaBIT’s income taxes).

5.3 Fee Changes. POSaBIT may modify the fees set forth in Exhibit B upon thirty (30) days’ prior written notice to Integrator. If Integrator does not agree to the revised fees, Integrator may terminate this Agreement by providing written notice to POSaBIT prior to the effective date of the change.

6. MERCHANT AUTHORIZATION; CONSENT WORKFLOW

6.1 Authorization Requirement. Integrator shall access Merchant Data only after the applicable Merchant grants authorization via the Approved Consent Method. Merchant may revoke authorization at any time.

6.2 PII and Demographics. Integrator shall not access, process, or store Customer Data (PII) or Customer Demographics unless Merchant has expressly consented via the Approved Consent Method. Integrator shall not bypass, disable, or otherwise circumvent the consent workflow. Integrator shall be fully responsible for ensuring that consent is obtained and maintained in compliance with applicable law and this Agreement.

6.3 Proof of Consent. Upon request, Integrator shall promptly provide logs or records demonstrating the date, time, and scope of Merchant consent.

6.4 Revocation. Upon Merchant revocation of consent, or upon termination of this Agreement, Integrator shall immediately cease access and delete affected Merchant Data unless retention is required by law, in which case such data shall be archived and protected from further use.

7. SECURITY AND PRIVACY

7.1 Security Program. Integrator shall implement and maintain an information security program consistent with Developer TOS and applicable law.

7.2 Breach Notice. Integrator shall notify POSaBIT without undue delay and in no event later than forty-eight (48) hours after discovery of a Security Breach, and shall cooperate in good faith to investigate, mitigate, and remediate the incident.

7.3 Privacy Compliance. Integrator shall comply with all applicable privacy and data protection laws, including, where applicable, CCPA/CPRA, CPA, CTDPA, VCDPA, and UCPA. Integrator shall not “sell” or “share” PII (as those terms are defined by applicable law) and shall honor consumer rights requests as required by law.

7.4 Subprocessors. Integrator shall not engage any third party to process Merchant Data without ensuring such third party is bound by written obligations at least as protective as this Agreement and remains liable for their acts and omissions.

8. USAGE LIMITS. Usage limits and throttling as specified in Developer TOS.

9. AUDIT; REPORTING; ATTESTATIONS

9.1 Audit Right. Upon at least ten (10) business days’ notice, POSaBIT may audit Integrator’s records and systems reasonably necessary to verify compliance with this Agreement. Audits shall occur no more than once annually unless a material breach is suspected or unless reasonably necessary.

9.2 Security Attestations. Upon request, Integrator shall provide security and compliance attestations (e.g., SOC 2 report or equivalent) or a completed security questionnaire.

10. SUSPENSION; TERMINATION

10.1 Suspension. POSaBIT may immediately suspend access, in whole or in part, if: (a) Integrator exceeds Usage Limits; (b) POSaBIT reasonably suspects misuse or Security Breach; (c) Merchant authorization is revoked or Merchant’s POSaBIT account is terminated; or (d) Integrator fails to pay Fees when due.

10.2 Termination for Cause. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to cure within thirty (30) days after receipt of notice; provided that breaches of Sections 4, 6, or 7 may result in immediate termination by POSaBIT.

10.3 Termination for Convenience. Either Party may terminate this Agreement for convenience upon sixty (60) days’ prior written notice to the other Party.

10.4 Effect of Termination. Upon termination, all licenses terminate, Integrator shall cease API use, and delete or return all Merchant Data. Sections intended by their nature to survive shall survive (including, without limitation, 4, 5.2, 6.3–6.4, 7, 8, 9, 11–18, and Exhibits A–B).

11. CONFIDENTIALITY

11.1 Obligations. Each Party shall: (a) protect the other Party’s Confidential Information with the same degree of care it uses for its own confidential information (but no less than reasonable care); (b) use such information to the extent necessary to perform its obligations under this Agreement; and (c) limit access to Confidential Information to employees and authorized representatives with a need to know who are bound by written confidentiality obligations at least as strict as those herein. Confidentiality obligations survive for three (3) years following termination of this Agreement, except that trade secrets remain protected as long as they remain trade secrets. Upon termination or upon POSaBIT’s written request, Integrator shall promptly (and in any event within thirty (30) days) return or securely destroy all Confidential Information, and certify destruction in writing. Retention obligations between Merchants and Integrators are outside POSaBIT’s responsibility.

11.2 Exclusions. Confidential Information does not include information that is or becomes publicly available through no fault of the recipient; was rightfully and legally obtained by the recipient without restriction; is independently developed by recipient

without use of the discloser's confidential information; or is rightfully and legally obtained by recipient from a third party without restriction.

11.3 Compelled Disclosure. A recipient may disclose Confidential Information to the extent required by law or court order, provided it gives prompt notice to discloser (where legally permissible) and cooperates with discloser in seeking protective order to keep the confidential information from being disclosed. Unauthorized disclosure may cause irreparable harm for which monetary damages are inadequate, and the disclosing Party is entitled to seek injunctive relief in addition to other remedies.

12. INTELLECTUAL PROPERTY; FEEDBACK

12.1. POSaBIT IP. POSaBIT and its licensors own and shall retain all rights, title, and interest in and to the API, the Documentation, and all related intellectual property, including without limitation any improvements, modifications, derivative works, or enhancements thereto, whether developed by POSaBIT, Integrator, or any third party. All rights not expressly granted are reserved by POSaBIT.

12.2. Usage Data. POSaBIT may collect, analyze, and use aggregated or de-identified information relating to Integrator's and Merchants' use of the API ("Usage Data") for the purposes such as, without limitation, operating, improving, and marketing its products and services, provided that Usage Data shall not include personally identifiable information without consent.

12.3. Feedback. Any feedback related to the use of the API provided by Integrator will not be considered Confidential Information. To the extent Integrator provides feedback to POSaBIT, Integrator grants POSaBIT a perpetual, irrevocable, worldwide, royalty-free license to use and commercialize the feedback for any purpose.

12.4. Integrator IP. Integrator retains ownership of its own pre-existing software, technology, and data models, provided they do not incorporate or derive from POSaBIT IP.

12.5. No Rights by Implication. Except as expressly set forth, no rights or licenses are granted by either Party under any intellectual property rights, whether by implication, estoppel, or otherwise.

13. WARRANTIES; DISCLAIMERS

13.1 Authority. Each Party represents and warrants that it has the full right and authority to enter into and perform under this Agreement.

13.2 Disclaimer. THE API AND ALL DATA ARE PROVIDED "AS IS" AND "AS AVAILABLE." POSaBIT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. POSaBIT DOES NOT WARRANT THAT THE API WILL BE ERROR-FREE OR UNINTERRUPTED.

14. INDEMNIFICATION

14.1 By Integrator. Integrator shall indemnify, defend, and hold harmless POSaBIT and its Affiliates, and their officers, directors, employees, and agents from and against any third-party claims, damages, liabilities, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (a) Integrator's breach of this Agreement for any reason; (b) Integrator's misuse of the API or Merchant Data; (c) Integrator's violation of applicable law, including data protection or privacy laws; or (d) allegations that the Integrator Application infringes or misappropriates any intellectual property right.

14.2 Process. POSaBIT shall promptly notify Integrator of any indemnified claim, allow Integrator sole control of the defense and settlement (provided any settlement fully releases POSaBIT and does not impose obligations on POSaBIT), and cooperate at Integrator's expense. Integrator may not settle any claim without POSaBIT's prior written consent if the settlement imposes obligations on POSaBIT.

15. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; OR FOR ANY LOSS OF PROFITS, REVENUE, GOODWILL, OR DATA, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR (A) INTEGRATOR'S PAYMENT OBLIGATIONS; (B) BREACHES OF SECTIONS 4 (USE RESTRICTIONS), 6 (CONSENT), OR 11 (CONFIDENTIALITY); OR (C) INDEMNIFICATION OBLIGATIONS, EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR PAYABLE BY INTEGRATOR TO POSaBIT IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO LIABILITY.

16. DISPUTE RESOLUTION; ARBITRATION; GOVERNING LAW. The Parties shall first attempt in good faith to resolve any dispute through executive-level negotiations within fifteen (15) days after written notice of the dispute. Any dispute not resolved shall be finally resolved by binding arbitration administered by the American Arbitration Association in accordance with its commercial rules. The arbitration shall be conducted by a single arbitrator in King County, Washington. Judgment on the award may be entered in any court of competent jurisdiction. Notwithstanding the foregoing, either Party may seek temporary, preliminary, or permanent injunctive relief or other equitable remedies in a court of competent jurisdiction to protect its intellectual property or Confidential Information. This Agreement is governed by the laws of the State of Washington, without regard to conflicts of laws principles.

17. INSURANCE. Integrator shall maintain, at its own expense, during the Term: (a) commercial general liability insurance with limits not less than \$1,000,000 per occurrence; (b) technology errors and omissions/cyber liability insurance with limits not less than \$1,000,000 per claim; and (c) workers' compensation as required by law.

18. PUBLICITY; TRADEMARKS. Integrator shall not use POSaBIT's name, logo, or trademarks without POSaBIT's prior written consent. Any approved use shall comply with POSaBIT's brand guidelines.

19. COMPLIANCE; EXPORT; ANTI-CORRUPTION; SANCTIONS. Integrator represents that it (and its owners and principals) are not listed on any restricted parties lists and shall comply with all applicable export control, anti-bribery, and sanctions laws.

20. MISCELLANEOUS

20.1 Entire Agreement; Amendments. This Agreement (including its Exhibits) is the entire agreement and supersedes all prior proposals and agreements. Any amendment must be in writing and signed by both Parties.

20.2 Assignment. Neither Party may assign this Agreement without the other Party's prior written consent, except that either Party may assign to an Affiliate or in connection with a merger, acquisition, or sale of substantially all assets.

20.3 Notices. All notices must be in writing, delivered by personal delivery, reputable overnight courier, or certified mail (return receipt requested) to the addresses set forth in the preamble (or as otherwise designated in writing), or sent by email. If to POSaBIT, to legal@posabit.com (or such other address as POSaBIT may designate).

20.4 Force Majeure. Neither Party is liable for delays or failures due to causes beyond its reasonable control, including acts of God, labor disputes, or internet/hosting outages.

20.5 Severability; Waiver. If any provision is unenforceable, it will be modified to the minimum extent necessary to make it enforceable. Failure to enforce any provision is not a waiver.

20.6 Independent Contractors. The Parties are independent contractors. This Agreement does not create a partnership, joint venture, or agency relationship.

20.7 Counterparts; eSignatures. This Agreement may be executed in counterparts and by electronic signatures, each of which is deemed an original.

21. MODIFICATION OR AMENDMENT. This Agreement may be modified and updated by POSaBIT periodically; POSaBIT will notify you of any changes that, in our sole discretion, materially impact this Agreement. Your acceptance of such modifications, your acknowledgement of any written notice of such modifications, or your continued use of the POSaBIT Services after the effective date of such modifications set forth in any written notice thereof, shall constitute your agreement to such modifications.