

PACKAGEX, INC.

Last Modified: Oct 1, 2022

API LICENSE AGREEMENT

This API LICENSE AGREEMENT (this "Agreement") is made and entered into by and between PackageX, Inc., a Delaware corporation with a place of business at 500 7th Avenue, New York, NY 10018 ("Company") and the party identified in the Order Form ("Licensee") on the date it is signed by both parties ("Effective Date").

For good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Definitions.

1.1. "API" means the Company application programming interface that is made available to Licensee in connection with this Agreement.

1.2. "Company Content" means the data, information, or materials transmitted through the API by Company.

1.3. "Company Marks" means Company's names, trademarks, service marks and logos (including any and all Company names, trademarks, service marks and logos) that Company provides to Licensee in connection with this Agreement for use in connection with the API and Company Content, subject to the terms and conditions of this Agreement.

1.4. "Company Materials" means the API, Company Content and Company Marks.

1.5. "Licensee Properties" means Licensee's applications, websites and other online or mobile properties, products and services.

2. License.

2.1. Grant. Subject to the terms and conditions of the Agreement, Company hereby grants to Licensee a limited, non-exclusive, revocable, non-sublicensable, non-transferable, non-assignable license during the Term of this Agreement to: (a) access, use and integrate the API with the Licensee Properties to receive the Company Content; and (b) reproduce and display the Company Marks in the Licensee Properties, subject to Company's prior written approval in each instance, which approval shall be given in Company's sole discretion, and any instructions or guidelines that Company may provide from time to time, solely in connection with Licensee's use and integration of the API with the Licensee Properties.

2.2. License Restrictions. Licensee shall not, and shall not permit any third party to:

(a) cache, record, pre-fetch, or otherwise store any portion of the Company Content, or attempt or provide a means to execute any "bulk download" operations;

(b) display the Company Marks or Company Content in a manner that could reasonably imply an endorsement, relationship or affiliation with or sponsorship between Licensee or a third party and Company, other than as permitted under the terms of this Agreement;

(c) copy, rent, lease, sell, transfer, assign, sublicense, disassemble, reverse engineer or decompile (except to the limited extent expressly authorized under applicable statutory law), modify or alter any part of the API;

(d) use the API in a manner that impacts the stability of Company's servers or impacts the behavior of other applications using the API;

(e) display the Company Content or Company Marks on any site that disparages Company or its products or services, or infringes, misappropriates or otherwise violates any Company intellectual property or other rights;

(f) use the Company Materials in any manner or for any purpose that may violate any law or regulation, or any right of any person including, but not limited to, intellectual property rights, rights of privacy and/or rights of personality, or which otherwise may be harmful (in Company's sole discretion) to Company, its providers, its suppliers, its customers, its end users, or your end users;

(g) use the Company Materials in a manner that could reasonably be interpreted to suggest that Licensee is the author or entity that is responsible, in whole or in part, for the creation or development of any Company Content;

(h) use the Company Materials in connection with or to promote any products, services, or materials that constitute, promote or are used primarily for the purpose of dealing in: spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking/surveillance/interception/descrambling equipment, libelous, defamatory, obscene, pornographic, abusive or otherwise offensive content, prostitution, body parts and bodily fluids, stolen products and items used for theft, fireworks, explosives, and hazardous materials, government IDs, police items, gambling, professional services regulated by state licensing regimes, non-transferable items such as airline tickets or event tickets, weapons and accessories; or any subject matter prohibited by this Agreement; and

(i) use the Company Materials in connection with the development of any products, services or materials that would be competitive with the Company Materials or Company's products or services;

(j) except as permitted herein, use, modify, register, adopt or grant to any third party any right or license to use the Company Marks, or any variations thereof or any marks or domain names which are similar or confusingly similar, without Company's prior written consent.

2.3. Proprietary Notices. Licensee shall reproduce and include any copyright or other proprietary rights notices of Company in all copies, in whole or in part, of the Company

Materials. Licensee shall not remove any copyright or other proprietary rights notices from any materials provided by Company to Licensee.

2.4. Company Audit Rights. Company reserves the right, upon prior notice to Licensee, to audit usage of the Company Materials to verify Licensee's compliance with the terms of this Agreement. If Company determines as a result of such audit that Licensee's use of the Company Materials is not in compliance with the terms and conditions of this Agreement, Licensee shall reimburse Company for the reasonable cost of such audit.

2.5. Reservation of Rights. Company reserves all rights not otherwise expressly granted in this Section 2.

2.6. Third Party Software. Licensee acknowledges that in order to use the API, Licensee must provide certain third-party software. Company makes no warranties, express or implied, with respect to any such third-party software.

3. Payment; Taxes.

3.1. License Fees. In consideration for the license granted by Company under this Agreement, Licensee shall pay Company the fees set forth in the applicable Order Form (the "License Fees") in accordance with the terms set forth therein.

3.2. Taxes. Licensee shall, in addition to the other amounts payable under this Agreement, pay all applicable customs, duties, sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, excluding only taxes based on Company's net income. Licensee agrees to indemnify, defend, and hold Company, its officers, directors, consultants, employees, successors and assigns harmless from all claims and liability arising from Licensee's failure to report or pay any such taxes, duties or assessments.

3.3. Payment Terms. All amounts payable to Company under this Agreement will be due as per the Order Form. Overdue payments will be subject to interest at the rate of three and one-half percent (3.5%) per month, or the maximum allowable under applicable law, whichever is less.

4. Proprietary Rights.

4.1. Company. Subject only to the limited license expressly granted under this Agreement, as between Company and Licensee, Company shall retain all right, title and interest, including all patent, copyright, trade secret, know-how, design rights, trademark, and other intellectual property rights, in and to the Company Materials and any changes, corrections, bug fixes, enhancements, updates, improvements, derivative works and other modifications thereto, whether made by or on behalf of Company, Licensee or any third party, and as between the parties all such rights shall vest in and be assigned to Company. Licensee shall have no right, title or interest in any corrections, bug fixes, enhancements, updates, improvements, derivative works or other modifications to the Company Materials. Licensee acknowledges that the license granted under this Agreement does not provide Licensee with title to or ownership of the Company Materials, but only a right of limited use during the Term and under the terms and conditions of this Agreement. Licensee shall keep the Company Materials free and clear of all

claims, liens and encumbrances. In the event ownership of any of the Company Materials or any modification thereto vests in Licensee, Licensee hereby assigns to Company all of its right, title and interest in and to all intellectual property and other rights (and where relevant such assignment is by present assignment of future copyright) in such Company Materials or modification, and waives any and all moral rights in such Company Materials or modification to which it may now or in the future be entitled under the laws of any jurisdiction.

4.2. Licensee. As between Licensee and Company, Licensee shall retain all right, title and interest, including all patent, copyright, trade secret, know-how, design rights, trademark, and other intellectual property rights, in and to the Licensee Properties (excluding the Company Materials) and any changes, corrections, bug fixes, enhancements, updates and other modifications thereto, whether made by or on behalf of Licensee, Company or any third party, and as between the parties all such rights shall vest in and be assigned to Licensee. In the event ownership of any of the Licensee Properties (excluding the Company Materials) or any modification thereto vests in Company, Company hereby assigns to Licensee all of its right, title and interest in and to all intellectual property and other rights (and where relevant such assignment is by present assignment of future copyright) in such Licensee Properties or modification, and waives any and all moral rights in such Licensee Properties or modification to which it may now or in the future be entitled under the laws of any jurisdiction.

5. Confidentiality.

5.1. Nondisclosure. Company and Licensee each agree to retain in confidence the non-public information and know-how disclosed pursuant to this Agreement which is either designated in writing as proprietary and/or confidential, if disclosed in writing, or if disclosed orally, is designated in writing (which may be via email) as confidential within thirty (30) days of the oral disclosure or should reasonably be understood to be confidential by the recipient (the "Confidential Information"). Notwithstanding any failure to so designate them, the Company Materials and the terms and conditions of this Agreement shall be Company's Confidential Information. Each party agrees to: (a) preserve and protect the confidentiality of the other party's Confidential Information; (b) refrain from using the other party's Confidential Information except as contemplated herein; and (c) not disclose such Confidential Information to any third party except to employees and subcontractors as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein). Each party agrees to immediately notify the other party of any unauthorized disclosure or use of any Confidential Information and to assist the other party in remedying such unauthorized use or disclosure by taking such steps as are reasonably requested. Notwithstanding the foregoing, either party may disclose Confidential Information of the other party which is: (i) already publicly known without breach of this Agreement; (ii) discovered or created by the receiving party without use of, or reference to, the Confidential Information of the disclosing party, as shown in records of the receiving party; (iii) otherwise known to the receiving party through no wrongful conduct of the receiving party, or (iv) required to be disclosed by law or court order; provided that the receiving party shall provide prompt notice thereof and reasonable assistance to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Moreover, either party hereto may disclose any Confidential Information hereunder to such party's agents, attorneys and other representatives (and only subject to confidentiality obligations at least as protective as those set forth herein) or any court

of competent jurisdiction as reasonably required to resolve any dispute between the parties hereto.

5.2. Remedies. Each party agrees and acknowledges that any breach or threatened breach of this Section 5 may cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled to seek injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages or posting any bond, in addition to any other rights or remedies provided by law.

6. Term; Termination.

6.1. Term. Unless earlier terminated as provided in this Section 6, this Agreement and the license granted hereunder shall be effective as of the Effective Date and shall continue thereafter for the period specified in Order Form (the "Initial Term"), and shall thereafter automatically renew for additional periods of one (1) year unless either party provides written notice of its intention not to renew to the other party at least sixty (60) days prior to expiration of the current Term (each a "Renewal Term", and collectively together with the Initial Term, the "Term").

6.2. Termination for Cause. Either party shall have the right to terminate this Agreement and the license granted herein upon written notice in the event the other party fails to perform or observe any material term or condition of this Agreement and such default has not been cured within thirty (30) days after written notice of such default to the other party. Company may also terminate this Agreement immediately if the Licensee (a) terminates or suspends its business, (b) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute, (c) becomes insolvent or subject to direct control by a trustee, receiver or similar authority, or (d) has wound up or liquidated, voluntarily or otherwise.

6.3. Effect of Termination. Upon termination or expiration of this Agreement, all licenses granted hereunder shall immediately terminate. Sections 1, 2.2, 2.5, 2.6, 3 (to the extent payments accrued prior to termination or are otherwise due), 4, 5, 6.4, 7, 8, 9 and 10 shall survive any termination or expiration of this Agreement. Except in the event of termination by Licensee for Company's material breach, all unpaid License Fees for the then-current Term shall become immediately due and payable upon termination or expiration of this Agreement. Within five (5) days after termination or expiration of this Agreement, Licensee shall return to Company or, upon Company's request, destroy, at Licensee's expense, all Confidential Information and materials containing any Confidential Information, the Company Materials, including all copies thereof, and deliver to Company a certification, in writing signed by an officer of Licensee, that the Confidential Information, Company Materials and all copies thereof have been returned or destroyed, and their use discontinued. Nothing contained herein shall limit any other remedies that Company may have for the default of Licensee under this Agreement nor relieve Licensee of any of its obligations incurred prior to such termination.

7. Disclaimer. THE COMPANY MATERIALS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY AND ITS LICENSORS AND VENDORS EACH DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE COMPANY MATERIALS, INCLUDING WITHOUT LIMITATION ANY

AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INTERFERENCE WITH QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. COMPANY DISCLAIMS ANY WARRANTY THAT LICENSEE'S USE OF THE COMPANY MATERIALS WILL BE UNINTERRUPTED OR ERROR-FREE.

8. Indemnification.

8.1. By Company. Company shall indemnify, defend and hold harmless Licensee and its officers, directors, employees, agents, successors and assigns from and against all third-party claims, suits, actions, damages, settlements, losses, liabilities, costs (including without limitation reasonable attorney's fees) and expenses arising from a claim that the Company Materials infringes any U.S. patent, copyright or trade secret right of any third party; provided that Licensee provides Company with (a) prompt written notice of such claim or action, (b) sole control and authority over the defense or settlement of such claim or action and (c) proper and full information and reasonable assistance to defend and/or settle any such claim or action. Notwithstanding anything to the contrary, Company shall not have any obligation to indemnify Licensee under this Section 8.1 for any claim or action that arises from (i) modifications to the Company Materials other than modifications made by Company, (ii) modifications to the Company Materials based upon specifications furnished by Licensee, (iii) Licensee's and/or any of its customers or users use of the Company Materials other than as specified in this Agreement or in the applicable documentation, (iv) use of the Company Materials in conjunction with third-party software, hardware or data other than those approved by Company, or (v) any combination of the foregoing. Licensee shall indemnify, defend and hold Company and its officers, directors, employees, agents, successors and assigns harmless from and against all third-party claims, suits, actions, damages, settlements, losses, liabilities, costs (including without limitation reasonable attorney's fees) and expenses to the extent they arise from any of the foregoing (i) through (v).

8.2. By Licensee. Except where Company has the obligation to indemnify Licensee pursuant to Section 8.1, Licensee shall indemnify, defend and hold Company and its officers, directors, employees, agents, successors and assigns harmless from and against all third-party claims, suits, actions, damages, settlements, losses, liabilities, costs (including without limitation reasonable attorney's fees) and expenses arising from Licensee's and/or its customers' or users' use of the Company Materials.

9. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY'S LIABILITY ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY LICENSEE TO COMPANY HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING TO THE EVENT GIVING RISE TO SUCH LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL COMPANY BE LIABLE TO LICENSEE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, BUSINESS, CONTRACTS, REVENUE, GOODWILL, PRODUCTION, ANTICIPATED SAVINGS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE) EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LICENSEE ACKNOWLEDGES THAT THE AMOUNTS PAYABLE HEREUNDER ARE BASED IN PART ON THESE

LIMITATIONS, AND FURTHER AGREES THAT THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

10. Miscellaneous.

10.1. Public Announcements. Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement or otherwise use the other party's trademarks, service marks, trade names, logos, domain names or other indicia of source, affiliation or sponsorship, in each case, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned or delayed, provided, however, that Company may, without Licensee's consent, include Licensee's trademarks on Company's and Company's websites and in press releases or promotional marketing materials indicating Licensee as a current or former customer. Company agrees that nothing in this Agreement shall give any right, title, or interest in or to Licensee's trademarks other than the right to use such trademarks in the manner contemplated herein.

10.2. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. Licensee shall not assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, to any other party without Company's prior written consent. Any purported transfer, assignment or delegation without such prior written consent will be null and void and of no force or effect. Company shall have the right to assign this Agreement to any successor to its business or assets to which this Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise.

10.3. Entire Agreement; Modification; Waiver. This Agreement, together with its exhibits, represents the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, with respect to the matters covered by this Agreement, and is not intended to confer upon any third party any rights or remedies hereunder. Licensee agrees that it has not entered in this Agreement based on any representations other than those contained herein. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing and signed by both parties. If there is any conflict between the terms and conditions of this Agreement and the terms and conditions of any Licensee purchase order or other document, the terms and conditions of this Agreement shall prevail. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

10.4. Delays. In the event that either party is prevented from performing or is unable to perform any of its obligations under this Agreement (other than any payment obligation) due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of the party invoking this Section, and if such party shall have used its commercially reasonable efforts to mitigate its effects, such party shall give prompt written notice to the other party, and the time for the performance shall be extended for the period of delay or inability to perform due to such occurrences.

10.5. Governing Law. This Agreement shall in all respects be governed by the laws of the State of New York without reference to its principles of conflicts of laws. The parties hereby

agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the federal and state courts within New York County, New York. Licensee hereby consents to the personal and exclusive jurisdiction and venue of these courts.

10.6. Severability. If any provision of this Agreement is held invalid or unenforceable under applicable law by a court of competent jurisdiction, it shall be replaced with the valid provision that most closely reflects the intent of the parties and the remaining provisions of the Agreement will remain in full force and effect.

10.7. Relationship of the Parties. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever. Each party may identify the other as a customer or supplier, as applicable.

10.8. Notices. All notices permitted or required under this Agreement shall be in writing and shall be deemed to have been given when delivered in person (including by overnight courier), or three business days after being mailed by first class, registered or certified mail, postage prepaid, to the address of the party specified in this Agreement or such other address as either party may specify in writing.

10.9. Export Law Assurances. Licensee understands that the Company Materials are subject to export control laws and regulations. LICENSEE MAY NOT DOWNLOAD OR OTHERWISE EXPORT OR RE-EXPORT THE COMPANY MATERIALS OR ANY UNDERLYING INFORMATION OR TECHNOLOGY EXCEPT IN FULL COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, IN PARTICULAR, BUT WITHOUT LIMITATION, UNITED STATES EXPORT CONTROL LAWS. NONE OF THE COMPANY MATERIALS OR ANY UNDERLYING INFORMATION OR TECHNOLOGY MAY BE DOWNLOADED OR OTHERWISE EXPORTED OR RE-EXPORTED: (A) INTO (OR TO A NATIONAL OR RESIDENT OF) ANY COUNTRY TO WHICH THE UNITED STATES HAS EMBARGOED GOODS; OR (B) TO ANYONE ON THE U.S. TREASURY DEPARTMENT'S LIST OF SPECIALLY DESIGNATED NATIONALS OR THE U.S. COMMERCE DEPARTMENT'S LIST OF PROHIBITED COUNTRIES OR DEBARRED OR DENIED PERSONS OR ENTITIES. LICENSEE HEREBY AGREES TO THE FOREGOING AND REPRESENTS AND WARRANTS THAT LICENSEE IS NOT LOCATED IN, UNDER CONTROL OF, OR A NATIONAL OR RESIDENT OF ANY SUCH COUNTRY OR ON ANY SUCH LIST.

10.10. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

10.11. Costs. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

ORDER FORM

License Fees; Initial Term

Customer Information and Point of Contacts

Description of Services

Services	Description	Annual Quantities

Effective Date:

Fair Usage wording:

License Fees:

Initial Term:

Billing Schedule:

Taxes:

Other Terms and Conditions: