

API & Data License Agreement

Last Modified: October 7, 2024

This API and Data License Agreement (this "**Agreement**") is a binding contract between you ("**you**" or "**your**") and Black Duck Software, Inc. ("**Company**," "**we**," or "**us**"). This Agreement governs your access to, and use of, our application programming interface and the data in the proprietary database made accessible by us to you through such API.

BY ACCESSING OR USING THE API OR THE DATA YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE API OR THE DATA.

1. Definitions.

(a) "**API**" means the [API NAME] application programming interface and any API documentation or other API materials made available by Company on its [NAME OF WEBSITE, INCLUDING URL LINK].

(b) "**API Key**" means the security key Company makes available for you to access the API.

(c) "**Data**" means the proprietary database/data compilation made available by us to you through the API.

2. License Grant. Subject to, and conditioned on, your compliance with all terms and conditions set forth in this Agreement, we hereby grant you a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the term of the Agreement to access and use the API and Data solely for your internal business purposes. You acknowledge that there are no implied licenses granted under this Agreement. We reserve all rights that are not expressly granted herein. You may not use the API or Data for any other purpose without our prior written consent. If and to the extent made available by us, you may be provided, and obtain, an API Key through the registration process available at [URL] to use and access the API or the Data. You may not share such API Key with any third party, must keep such API Key and all log-in information secure and, where so directed, use the API Key as your sole means of accessing the API and the Data. Your API Key may be revoked at any time by us.

3. Use Restrictions. Except as expressly authorized under this Agreement, you may not:

(a) copy, modify, or create derivative works of the API or the Data, in whole or in part;

- (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the API or the Data;
- (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the API or the Data, in whole or in part;
- (d) remove any proprietary notices from the API or the Data;
- (e) use the API or the Data in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;
- (f) combine or integrate the API or the Data with any software, technology, services, or materials not authorized by Company;
- (g) design or permit any applications to disable, override, or otherwise interfere with any Company-implemented communications to end users, consent screens, user settings, alerts, warning, or the like;
- (h) attempt to cloak or conceal your identity or the identity of you or your applications when requesting authorization to use the API or access the Data; or
- (i) use or attempt to use the API or the Data in any manner that is competitive with Company.

You will comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on [URL] from time to time. In addition, you will not use the API or the Data 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, multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

4. Your Applications. You agree to monitor your use of the API and Data for any activity that violates applicable laws, rules, and regulations or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior, and promptly restrict any offending users of the API or Data from further use of them. You agree to report to us any abuse of the API or Data. As between you and us, you are responsible for all acts and omissions of your end users in connection with use of the API or Data. You agree that you are solely responsible for posting any privacy notices and obtaining any consents from your end users required under applicable laws, rules, and regulations for their use of the API or the Data.

5. No Support; Updates. This Agreement does not entitle you to any support for the API or Data nor shall we obligated to provide any support. You acknowledge that we may, but are not obligated to, update or modify the API or Data from time to time and at our sole

discretion (in each instance, an "**Update**"), and may require you to obtain and use the most recent version of the API. Updates may adversely affect how you communicate with and use the API or the Data. You are required to make any changes that are required for your continued use of the API or access to the Data as a result of such Update at your sole cost and expense. Your continued use of the API and/or access to the Data following an Update constitutes binding acceptance of the Update.

6. No Fees. No license fees or other payments will be due under this Agreement in exchange for the rights granted under this Agreement. You acknowledge and agree that this fee arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, we reserve the right to start charging for access to and use of the API or the Data at any time.

7. Collection and Use of Your Information. We may collect certain information through the API, or through your access and use of the Data, about you or any of your employees, contractors, or agents. By accessing, using, and providing information to or through the API or by accessing and using the Data, you consent to all actions taken by us with respect to your information in compliance with the then-current version of our privacy policy and data protection requirements, available at www.blackduck.com/company/legal/privacy-policy.html.

8. Intellectual Property Ownership; Feedback. You acknowledge that, as between you and us, we own all right, title, and interest, including all intellectual property rights, in and to the API and Data. You will use commercially reasonable efforts to safeguard the API and Data from infringement, misappropriation, theft, misuse, or unauthorized access. You will promptly notify us if you become aware of any infringement of any intellectual property rights in the API or Data and will fully cooperate with us, in any legal action taken by us to enforce our intellectual property rights. If you or any of your employees, contractors, or agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the API or Data, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), all such Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and on behalf of your employees, contractors, and agents, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

9. Disclaimer of Warranties. THE API AND DATA ARE PROVIDED "AS IS" AND COMPANY SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE API OR DATA, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY

THIRD PARTY'S SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

10. Indemnification. You agree to indemnify, defend, and hold harmless Company and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to (a) your use or misuse of the API or the Data or (b) your breach of this Agreement. In the event we seek indemnification or defense from you under this provision, we will notify you of the claim(s) brought against us for which we seek indemnification or defense. We reserve the right, at our option and in our sole discretion, to assume full control of the defense of claims with legal counsel of our choice. You may not enter into any third-party agreement that would, in any manner whatsoever, constitute an admission of fault by us or bind us in any manner, without our prior written consent.

11. Limitations of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL WE BE LIABLE TO YOU OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR (a) ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE API OR THE DATA; OR (b) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

12. Term and Termination. The term of this Agreement commences when you access the API or the Data and will continue in effect until terminated as set forth in this Section 12. We may immediately terminate or suspend this Agreement, any rights granted herein, and/or your licenses under this Agreement, in our sole discretion at any time and for any reason, by providing notice to you or revoking access to the API and Data. In addition, this Agreement will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement. You may terminate this Agreement at any time by ceasing your access to and use of the API and Data. Upon termination of this Agreement for any reason all licenses and rights granted to you under this Agreement will also terminate and you must cease using, destroy, and permanently erase from all devices and systems you directly or indirectly control all copies of the API and Data. Any terms that by their nature are intended to continue beyond the termination or expiration of this Agreement will survive termination. Termination will not limit any of Company's rights or remedies at law or in equity.

13. Export Regulation. The API and the Data may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. You will not,

directly or indirectly, export, re-export, or release the API or the Data to, or make the API or the Data accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. You will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the API or the Data available outside the US.

14. US Government Rights. The API and the Data are a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the API or Data as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

15. Modifications. You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement at any time. You will be responsible for reviewing and becoming familiar with any such modifications.

16. Governing Law and Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice of conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of California. Any legal suit, action, or proceeding arising out of or related to this Agreement, or the licenses granted hereunder, will be instituted exclusively in the state or federal courts located in the Northern District of the State of California and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

17. Miscellaneous. This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to our primary corporate headquarters and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the API or Data. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be

void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.