

# BRAINSTORM API TERMS & CONDITIONS

These API Terms and Conditions (the "API Terms") govern your access to and use of the application programming interfaces (the "APIs") provided by BrainStorm, Inc. (the "Company", "we", "us", or "our"). By proceeding and using BrainStorm's Application Programming Interface ("APIs"), you agree to be bound by these API Terms. If you are accessing or using the APIs on behalf of an entity, you represent and warrant that you have the authority to bind that entity to these API Terms. In that case, "you" and "your" will refer to that entity. These API Terms are supplemental and in addition to the main agreement (the "Agreement") you have with BrainStorm for the BrainStorm software-as-a-service platform (the "Subscription Service").

## 1. License and Restrictions

Subject to your compliance with these API Terms, we grant you a limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access and use the APIs solely for the purpose of integrating your software application, website, tool, service, or product (your "Application") with the Subscription Service. You may not use the APIs for any other purpose without our prior written consent.

You agree not to:

1. use the APIs in a manner that violates any applicable law, regulation, or third-party right;
2. use the APIs in a manner that is or for the purposes of being abusive, fraudulent, defamatory, or malicious;
3. use the APIs in a manner that exceeds the rate limits or other usage restrictions that BrainStorm may impose from time to time;
4. use the APIs in a manner that would intentionally interfere with or disrupt the Subscription Service or our systems, networks, or servers;
5. reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or structure of the APIs;
6. modify, adapt, translate, or create derivative works based on the APIs;
7. sell, rent, lease, sublicense, distribute, or otherwise transfer the APIs or any data obtained through the APIs to any third party;
8. use the APIs to create a competing product or service or to benchmark the Subscription Service against a competing product or service;
9. use the APIs to send unsolicited or unauthorized messages, advertising, promotions, or spam;
10. use any robot, spider, scraper, crawler, or other automated means to access the APIs outside of its intended use; or
11. remove, obscure, or alter any proprietary notices or labels on or in the APIs.

## 2. API Credentials

In order to access and use the APIs, you must obtain API credentials from us. You are responsible for maintaining the security and confidentiality of your API credentials and for any activity that occurs under your API credentials. You must notify us immediately if you suspect any unauthorized access or use of your API credentials. We reserve the right to revoke your API credentials at any time for any reason.

## 3. Data Protection and Privacy

You acknowledge and agree that:

1. you will only access and use data obtained through the APIs in accordance with these API Terms and our [Privacy Policy](#);
2. you will only collect, store, process, and share data obtained through the APIs in accordance with all applicable laws and regulations and with the consent of the data subjects;
3. you will implement appropriate technical and organizational measures to protect data obtained through the APIs from unauthorized or unlawful access;
4. use, disclosure, alteration, or destruction;
5. you will not use data obtained through the APIs for any purpose that is incompatible with the purpose for which it was provided or authorized by the data subjects;
6. you will promptly delete or anonymize data obtained through the APIs when it is no longer needed for the purpose for which it was provided or authorized by the data subjects or when requested by us or the data subjects; and
7. you will cooperate with us and the data subjects in exercising their rights under applicable data protection laws and regulations.

## 4. Ownership and Feedback

We retain all right, title, and interest in and to the APIs, the Subscription Service, and any data, content, software, technology, or materials that we provide or use in connection with the APIs or the Subscription Service (collectively, the "Company Materials"). Except for the license granted in Section 1, nothing in these API Terms grants or transfers to you any ownership or other rights in or to the Company Materials.

You retain all right, title, and interest in and to your Application and any data, content, software, technology, or materials that you provide or use in connection with your Application (collectively, the "Application Materials"). Except as necessary for us to provide the APIs and the Subscription Service to you and as set forth in the Agreement, nothing in these API Terms grants or transfers to us any ownership or other rights in or to the Application Materials.

If you provide us with any feedback, suggestions, comments, or ideas regarding the APIs, the Subscription Service, or the Company Materials (collectively, "Feedback"), you grant us a perpetual, irrevocable, worldwide, royalty-free, sublicensable, and transferable license to use, modify, create derivative works based on, and otherwise exploit such Feedback for any purpose without any compensation or obligation to you. You agree that we are not under any obligation of confidentiality with respect to such Feedback.

## 5. Support and Updates

We may provide you with technical support for the APIs at our sole discretion and subject to our policies and procedures. We may also update, modify, suspend, or discontinue the APIs or any features or functionality of the APIs at any time without prior notice or liability to you. You are solely responsible for ensuring that your Application is compatible with the latest version of the APIs.

## 6. Disclaimer of Warranties

EXCEPT AS SET FORTH IN THE AGREEMENT, THE APIS AND THE COMPANY MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. WE DO NOT WARRANT THAT THE APIS OR THE COMPANY MATERIALS WILL BE UNINTERRUPTED, ERROR-FREE, ACCURATE, COMPLETE, RELIABLE, OR SECURE. YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE APIS AND THE COMPANY MATERIALS IS AT YOUR OWN RISK AND DISCRETION.

## 7. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, WE WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE API TERMS, THE APIS, THE SUBSCRIPTION SERVICE, OR THE COMPANY MATERIALS, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR OTHER INTANGIBLE LOSSES, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THESE API TERMS, THE APIS, THE SUBSCRIPTION SERVICE, OR THE COMPANY MATERIALS WILL NOT EXCEED ONE HUNDRED U.S. DOLLARS (USD \$100).

## 8. Indemnification

You agree to indemnify, defend, and hold harmless us and our affiliates, directors, officers, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to: (a) your access to or use of the APIs or the Company Materials; (b) your Application or the Application Materials; (c) your breach or violation of these API Terms; or (d) your violation of any applicable law or regulation or any rights of any third party.

## 9. Term and Termination

These API Terms will commence on the date your access and use the APIs and will continue until terminated by either party as set forth below. You may terminate these API Terms at any time by ceasing your access to and use of the APIs and deleting all copies of the Company Materials in your possession or control. We may terminate these API Terms at any time by giving you notice or by suspending or discontinuing your access to or use of the APIs. Upon termination of these API Terms for any reason: (a) all rights and licenses granted to you under these API Terms will terminate; (b) you will cease all access to and use of the APIs and the Company Materials; (c) you will delete all copies of the Company Materials in your possession or control; and (d) Sections 4-11 will survive.

## 10. General Provisions

These API Terms constitute the entire agreement between you and us regarding the subject matter hereof and supersede all prior or contemporaneous communications and proposals,