

Hi-Rez Studios®
API Terms of Use Agreement

Last updated on May 20, 2020.

1. Agreement Terms.

IMPORTANT LEGAL NOTICE! PLEASE READ THE FOLLOWING API TERMS OF USE AGREEMENT CAREFULLY. THIS API TERMS OF USE AGREEMENT (THE "AGREEMENT") IS BETWEEN YOU ("YOU") AND HI-REZ STUDIOS, INC. ("Hi-Rez").

IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS AND/OR USE ANY API, CONTENT (AS DEFINED BELOW), OR TOOLS (AS DEFINED BELOW), OR CREATE APPS (AS DEFINED BELOW).

FURTHERMORE, IF YOU ACCESS AND/OR USE ANY API, CONTENT, OR TOOL, YOU REPRESENT AND WARRANT TO HI-REZ THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AGREE TO IT, AGREE TO BE BOUND BY IT, AND HAVE THE LEGAL AUTHORITY TO EXECUTE THIS AGREEMENT.

(a) Application Program Interfaces. Subject to the terms and conditions of this Agreement, Hi-Rez may make available to you certain data and content (collectively, "Content") through one or more application program interfaces (collectively, the "Hi-Rez API"), as well as related tools and utilities (collectively, "Tools"), for your use to develop free (as further described and limited below) applications, websites, products, services, and other offerings (collectively, "Apps").

(b) Terms and Conditions. This Agreement governs your use of the Hi-Rez API (and related Content) and Tools and consists of the following: (i) the terms set forth below, (ii) the terms of use generally applicable to Hi-Rez digital properties, including, without limitation, any applicable video- game(s) (which are available in the legal directory on the official Hi-Rez website, available at <<http://www.hirezstudios.com/hi-rez/legal>>), and (iii) any additional terms applicable to particular APIs (and related Content) or Tools. Additional terms applicable to the Hi-Rez API (and related Content) and Tools (including, for example, use requirements and restrictions) can be found alongside the applicable API or Tool, or in the legal directory on the official Hi-Rez website, available at <<http://www.hirezstudios.com/hi-rez/legal>>. In the event of any inconsistency between the terms set forth below and the terms of use generally applicable to Hi-Rez digital properties, the terms set forth below shall control.

(c) Acceptance. You may not use the Hi-Rez API and may not accept this Agreement if (a) you are not of legal age to form a binding contract with Hi-Rez in your location of residence, or (b) you are a person barred from using or receiving the Hi-Rez API either under Hi-Rez's policies, a prior violation of this Agreement, or the applicable laws of the United States or other countries including the country in which you are resident or from which you use the Hi-Rez API. If you are using the Hi-Rez API on behalf of an entity, you represent and warrant that you have authority to bind that entity to this Agreement and by accepting the Agreement, you are doing so on behalf of that entity (and all references to "you" in the Terms refer to that entity). Upon Hi-Rez's request, you agree to sign a non-electronic version of this Agreement.

(d) Changes. Hi-Rez reserves the right at any time to:

- i. Change the terms and conditions of this Agreement;
- ii. Change the APIs, Content, or Tools, including, without limitation, modifying, eliminating, or discontinuing any portion or feature thereof; or
- iii. Change any fees or charges for use of the APIs, Content, or Tools.

(e) Notice of Changes. Any changes Hi-Rez makes will be effective immediately upon notice, which Hi-Rez may provide by any means including, without limitation, posting on its websites. Hi-Rez indicates at the top of the page when this Agreement was last updated. Your continued use of the APIs, Content, Tools,

or any Apps following such changes will be deemed acceptance of such changes. Be sure to return to this page periodically to ensure familiarity with the most current version of this Agreement. As a courtesy, Hi-Rez may also include notice of any material change in an email notice sent to the then-current list of email addresses Hi-Rez has on record for developers; however, Hi-Rez's failure to do so (or your failure to receive or read such email) will not relieve you of your obligation to comply with any modifications to this Agreement once they become effective.

(f) Modifications to APIs. Hi-Rez will determine in its sole discretion the APIs (and related Content) and Tools available in the Hi-Rez API, and Hi-Rez reserves the right to add, remove, or modify any or all of the available APIs and/or Content at any time in its sole discretion.

(g) Access. Hi-Rez reserves the right to deny, in its sole discretion, your access to the APIs, Content, or Tools without notice, for any or for no reason (including, without limitation, for violation of this Agreement). Hi-Rez may change, modify, suspend, or discontinue any aspect of the APIs, Content, or Tools, or its websites at any time. Hi-Rez may also impose limits on certain features or restrict your access to all or portions of the APIs, Content, Tools, or websites without notice or liability.

(h) Charges for Accessing the Hi-Rez API. Hi-Rez reserves the right at any time to charge a fee to access the Hi-Rez API (and related Content) or a particular Tool. Any new fee or any change to an existing fee implemented by Hi-Rez would be a material change to this Agreement, for which notice would be provided by Hi-Rez in accordance with Section 1 of this Agreement.

2. Applications.

(a) Application Registration. Each prospective developer must complete a brief online registration form, which is located at https://fs12.formsite.com/HiRez/form48/secure_index.html that may include, without limitation, your contact information, a description of the App(s) you intend to develop, the APIs or Tools that you intend to access, the intended audience for your App(s) (i.e., the territories your plan to make your App(s) available in), and whether your App(s) qualify as standalone Hi-Rez-only App(s) or App(s) through which Content is being made available along with third party content from any other person. Any application or registration information you give to Hi-Rez must be accurate and up to date and you must inform us promptly of any updates.

(b) Advertising. You may advertise through your App(s) without asking for Hi-Rez's permission; provided, however, you are otherwise in full compliance with this Agreement and do not require players to watch a video advertisement before or as a condition of accessing a feature or function of the Apps.

(c) No Charge. All Apps must be offered free of charge to download or otherwise access and may not contain any in-App purchase features or any other method of monetization, unless approved in writing by Hi-Rez pursuant to a separate written agreement as described below. Likewise, Apps may not include interstitials soliciting donations before features or functionality becomes available to the player.

(d) Commercial Opportunities. If you are interested in creating an App that is paid and/or contains monetization features, please contact us at monetization_requests@hirezstudios.com to discuss a potential business relationship. All for-profit Apps must be pre-approved in writing by Hi-Rez (such approval to be granted or withheld in Hi-Rez's sole discretion). To the extent any for-profit Apps are approved in writing by Hi-Rez (in its sole discretion), you will be solely responsible for any and all taxes due in connection with the distribution of such App in any territory.

3. Obligations.

The following obligations apply to your use of the Hi-Rez API (and related Content) and Tools:

(a) Use of Hi-Rez Property. As a condition to launching an App, Hi-Rez may require that you use certain Hi-Rez Property including, without limitation, Hi-Rez's trademarks, copyrights, words, names, marks, logos, designs, and/or emblems (the "Hi-Rez Marks"). Hi-Rez shall have sole discretion to determine the Hi-Rez Property to be used in connection with a particular App, if any, and the terms governing use of such

Hi-Rez Property. You may not create derivatives of Hi-Rez Property or use the "Hi-Rez Studios" name or any other Hi-Rez Marks in the title of your App without Hi-Rez's prior written approval. Your use of Hi-Rez Property, the Hi-Rez API (and related Content), and Tools may not (i) imply in any way that Hi-Rez endorses you or your company, or any products and/or services provided by and/or related to you or your company, or (ii) portray Hi-Rez in a negative manner (as determined by Hi-Rez in its sole discretion).

(b) Use of Hi-Rez Content. You may not change or edit the Content (e.g., alter, modify). You agree to follow Hi-Rez's attribution and linking rules in [Section 12](#). You also agree to delete any Content upon Hi-Rez's request (or if Hi-Rez disables the Hi-Rez API (or upon termination, see below)). You agree to configure your App(s) to request only Content that is needed by such App(s). You may not (except with Hi-Rez's prior written approval): (i) use any Content, or the Hi-Rez API or Tools for any commercial purpose; or (ii) redistribute the Content or Tools except within your App(s).

(c) App Limitations. Apps may not be associated with nor contain any content that is unlawful, tortious, defamatory, obscene, invasive of the privacy of another person, threatening, harassing, abusive, hateful, racist or otherwise objectionable or inappropriate, as determined by Hi-Rez in Hi-Rez's sole discretion, whether or not such material is protected by law. Apps must perform no function which, in Hi-Rez's sole discretion, negatively impacts Hi-Rez, the performance of Hi-Rez's games or services, or otherwise negatively affects Hi-Rez's players and/or customers, compromises the integrity of any Hi-Rez game or services, or creates an unfair advantage for players. Examples of prohibited behavior include, without limitation, using the Hi-Rez API to, directly or indirectly: (A) display or imply any kind of product or political endorsement, whether by Hi-Rez or any non-consenting third party; (B) disrupt, circumvent, or interfere with any part of any video-game developed or published by Hi-Rez or third parties; (C) enables or promotes cheating in any video-game; (D) send messages to or communicate with (or attempt to do the foregoing) other persons within any video-game developed or published by Hi-Rez or third parties through information obtained from the Hi-Rez API; or (E) attempt to reverse engineer, decompile, disassemble, or otherwise attempt to discover source code developed or used by Hi-Rez, except to the extent provided by Hi-Rez hereunder.

(d) Application Management. You may not include content, tools, or other materials in your App(s) that violate the following:

(i) Hi-Rez does not claim ownership to your User Generated Content (as defined below); however, you grant Hi-Rez a non-exclusive, sublicensable, irrevocable, and royalty-free worldwide license under all Intellectual Property Rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works based upon, publicly perform, make available, and otherwise exploit such User Generated Content, in whole or in part, in all media formats and channels now know or hereafter devised (including in connection with any services provided by Hi-Rez, and on third-party websites and platforms such as Facebook, Twitter, YouTube, and Twitch), in any number of copies and without limit as to time, manner, and frequency of use, without further notice to you, with or without attribution, and without the requirement of permission from or payment to you or any other person.

(ii) You agree not to impersonate or misrepresent your affiliation with any person, including using another person's username, password, or other account information, or another person's name or likeness, or provide false details for a parent or legal guardian. You agree that Hi-Rez may take steps to verify the accuracy of information you provide, including contact information for a parent or legal guardian. You shall never request or collect another person's username or password for any video-game(s) published or developed by Hi-Rez or any third party.

(iii) Except as permitted herein, you will not perform any data-mining, scraping, crawling, or use any other means to send automated queries to any video-game(s) developed and/or published by Hi-Rez and/or its websites, or use any other similar methods and tools to gather or extract data, material, or other information from the same, without Hi-Rez's prior written consent, which may be withheld or withdrawn by Hi-Rez at any time in Hi-Rez's sole discretion and without notice.

(iv) You are responsible for taking reasonable steps to maintain the confidentiality of your username and password, and you are responsible for all activities under your account that you can

reasonably control. You agree to promptly notify Hi-Rez of any unauthorized use of your username, password, or other account information, or of any other breach of security that you become aware of involving your account or the Hi-Rez API (and related Content) and Tools. The security, integrity, and confidentiality of your information is extremely important to Hi-Rez; and, as such, Hi-Rez has implemented technical, administrative, and physical security measures that are designed to protect your information from unauthorized access, disclosure, use, and modification.

(e) User Generated Content. Hi-Rez may allow you to communicate, submit, upload, or otherwise make available text, images, audio, video, competition entries, or other content ("User Generated Content"), which may be accessible and viewable by the public. You represent and warrant that your User Generated Content conforms to these terms and that you own or have the necessary rights and permissions, without the need for payment to any other person, to use and exploit, and to authorize Hi-Rez to use and exploit, your User Generated Content in all manners contemplated by these terms. You agree to indemnify and hold harmless the Indemnified Parties (as defined below) from any demands, loss, liability, claims, or expenses (including attorneys' fees), made against the Indemnified Parties by any third party arising out of or in connection with any use and exploitation of your User Generated Content. You also agree not to enforce any moral rights, ancillary rights, or similar rights in or to the User Generated Content against Hi-Rez or its licensees, distributors, agents, representatives, and other authorized users, and agree to procure the same agreement not to enforce from others who may possess such rights.

(i) To the extent that Hi-Rez authorizes you to create, post, upload, distribute, publicly display, or publicly perform User Generated Content that requires the use of Hi-Rez's copyrighted works, Hi-Rez grants you a non-exclusive license to create a derivative work using Hi-Rez's copyrighted works as required for the purpose of creating the materials, provided that such license shall be conditioned upon your assignment to us of all rights in the work you create. If such rights are not assigned to us, your license to create derivative works using Hi-Rez's copyrighted works shall be null and void.

(ii) Hi-Rez has the right, but not the obligation, to monitor, screen, post, remove, modify, store, and review User Generated Content or communications sent through Hi-Rez's websites, services, or products, at any time and for any reason, including to ensure that the User Generated Content or communication conforms to these terms, without prior notice to you. Hi-Rez is not responsible for, and does not endorse or guarantee, the opinions, views, advice, or recommendations posted or sent by users.

(f) Third Party Content. If any third party names, trademarks, logos, or other intellectual property or proprietary content in any format (e.g., text, audio, audio-visual) (collectively, "Third Party Content") are included in your App(s), you represent that you own or have all necessary rights, licenses, consents, and permissions, without the need for any permission from or payment to any other person to use or exploit such Third Party Content in your App(s). In addition, you may not imply (in your App(s) or otherwise) that any Third Party Content is endorsed by Hi-Rez.

(g) Storage. You may not indefinitely cache Content and further agree to follow the content retention rules set by Hi-Rez.

(h) API Volume. Hi-Rez may set a "call volume" for services from the Hi-Rez API. You are limited to seven thousand five hundred (7,500) calls to the Hi-Rez API per day. Hi-Rez may approve higher daily call limits if you adhere to this Agreement. You agree to notify Hi-Rez promptly in writing (via email) if you believe you need to exceed the expected call volumes.

(i) Use of the Developer Keys. Hi-Rez may provide a "Developer Key" in connection with your access and use of the APIs. Hi-Rez may grant or remove a Developer Key for any reason in its sole discretion. Developer Keys are personal to you. You are responsible for maintaining the secrecy and security of your Developer Keys. Hi-Rez may provide a link for Developer Key retrieval and/or replacement in the event you are unable to remember or use your key. You may not sell, share, transfer, or sublicense Developer Keys to any other party without Hi-Rez's prior written approval.

(j) Security. You agree to implement and maintain industry-standard security measures when accessing and handling the Hi-Rez API (and related Content) and/or Tools. You will report to Hi-Rez any violations of the security of your systems that access the Hi-Rez API or provide access to Content or Tools within forty-eight (48) hours of discovery. Hi-Rez may investigate your compliance with the security measures you have established for your Apps, at your sole expense and with your full cooperation. If such violations occur, you will work with Hi-Rez to immediately correct any security deficiency, and will immediately disconnect any intrusions or intruders. In the event of any security deficiency or intrusion involving the App(s), Hi-Rez API, Content, or Tools, you will make no public statements (e.g., press, blogs, social media, bulletin boards, etc.) without prior written and express permission from Hi-Rez in each instance.

(k) Your App(s); Compliance With Applicable Laws; No Endorsement by Hi-Rez. You agree to maintain your App(s) and your systems in accordance with industry-standard quality levels. Further, you agree that your App(s) and your systems will comply with all applicable laws, rules, and regulations (including, without limitation, all privacy laws) of the United States and other countries, as applicable, and you understand that you are solely responsible for ensuring that your App(s) comply with such laws. The Hi-Rez API (and related Content) and Tools may be protected by copyrights, trademarks, service marks, patents, international treaties, and/or other intellectual property or proprietary rights. You agree to abide by all notices and/or restrictions applicable to the use of any APIs (and related Content) and Tools.

(l) No Press Releases. You may not issue any press release or make any public statement about the Hi-Rez API (and related Content), Tools, the inclusion of any of the foregoing in any Apps (yours or others'), or this Agreement without Hi-Rez's prior written approval.

(m) User Privacy. You must post a privacy policy governing the use of Content that identifies individuals ("personal information"), which shall be consistent with Hi-Rez's privacy policy, which can be found at , <<https://www.hirezstudios.com/privacypolicy>>. Without limiting the foregoing: (i) You shall not collect, use, store or disclose any user's personal information in any manner that violates applicable laws, rules or regulations. If you do collect, use or store any player's personal information, you must inform them of such use and that it is subject to your privacy policy; (ii) You shall not collect, store or otherwise intercept a player's Hi-Rez password; and (iii) You will strictly abide by Your privacy policy in handling the personal information. You must immediately delete all Content collected through the APIs about a particular Member, including the Member Token and the OAuth Access Token, upon request by that Member, when the Member uninstalls your Application or when the Member closes their account with you. The restrictions of this Section do not apply to data that Members provide directly to you and that is separately entered or uploaded to you by the user of your Application.

4. Attribution and Linking.

(a) Attribution. You must attribute Hi-Rez as the source of data whenever you display any results from the Hi-Rez API. Please use the following text on every application screen or webpage which displays any API result: "Data provided by Hi-Rez. © [YYYY – insert current year] Hi-Rez Studios, Inc. All rights reserved."

(b) Linking. Linking from your App(s) and webpages to Hi-Rez helps us understand how Apps are being used by Hi-Rez's community, which Apps are most successful, and which presentations of the Content are most impactful, all of which helps us improve Hi-Rez's APIs. Accordingly, you must link to Hi-Rez whenever you show any information from the API beyond the title and a small (100 px width or smaller) thumbnail of an entity. For example, displaying a set of images with only the title and small thumbnail would require only the attribution language in the preceding subsection. If that same set were displayed with any additional information, each image would need to have a link back to one or more of the URLs associated with that image (e.g., an image of Thor from the video-game SMITE should link back to the official website for that video-game, which by example only is <<http://www.smitegame.com>>).

Most entities return URL arrays, which are one or more public URLs associated with an entity. For example, a video-game may have a URL array that contains a link to its detail page on <<http://www.hirezstudios.com>>, a link to purchase it or content within it on the Internet, and a link to the

download page for that video-game. If a URL array is present for an entity, please use one of the links provided when linking back to Hi-Rez. Feel free to use any of the URLs present, whichever makes most sense for your App(s). If a URL array is not present for an entity, simply link to our primary home page at <<http://www.hirezstudios.com>> in your attribution notice.

5. Licenses.

(a) From Hi-Rez to You. Subject to the terms and conditions in this Agreement, Hi-Rez grants you a limited, revocable, non-exclusive, non-assignable, and non-transferable license to access and use the Hi-Rez API (and related Content) and Tools in connection with your App(s). You may not (i) sublicense or transfer the foregoing right to any person, (ii) allow any person to access the Hi-Rez API (and related Content) and/or Tools, or (iii) use or exploit the APIs (and related Content) and/or Tools outside of your App(s). Additionally, you may only use the Hi-Rez Property in the manner in which it is provided to you by Hi-Rez (see Section 8 below).

(b) From You to Hi-Rez. You grant to Hi-Rez a perpetual, non-exclusive, irrevocable, fully-paid, royalty-free, sublicensable, and transferable (in whole or in part) worldwide license to use, in all means and media now known or hereafter devised, the information you provide about yourself, your company, and your App(s) in connection with Hi-Rez's descriptions, marketing, or promotion of the Hi-Rez API and the Apps developed through it. This license does not give Hi-Rez the right to sell products containing your name or likeness, absent your prior written approval. If you send us any feedback or suggestions regarding the APIs or documentation, you grant us an unlimited, irrevocable, perpetual, sublicensable, transferable, royalty-free license to use any such feedback or suggestions for any purpose without any obligation or compensation to you.

6. Ownership.

As between you and Hi-Rez, Hi-Rez owns all right, title, and interest in and to the Hi-Rez API (and related Content), Tools, and Hi-Rez Property (including, without limitation, Hi-Rez Marks), and this Agreement does not grant you any right, title, or interest in or to any intellectual property or other proprietary content owned or licensed by Hi-Rez, including, without limitation, the Hi-Rez API, Content, Tools, and Hi-Rez Property (including, without limitation, Hi-Rez Marks).

Hi-Rez may impose certain requirements with respect to the use of Hi-Rez's Intellectual Property Rights (as defined below) or proprietary content (collectively, the "Hi-Rez Property") in Apps that use or access any API, including, for example, whether an App must be Hi-Rez-branded, how Hi-Rez Property must appear in an App, how much Content may be used in an App, and the amount of times particular Content may be displayed in an App. "Intellectual Property Rights" means any and all tangible and intangible and now known or hereafter existing (i) rights associated with works of authorship throughout the world, including, without limitation, copyrights, moral rights, and mask-works; (ii) trademarks, service marks, trade names, trade dress, symbols, logos, designs, other source identifiers, and similar rights; (iii) trade secret rights and rights in and to confidential or proprietary information; (iv) patents, patent rights, patent applications, inventions, designs, algorithms and other industrial property rights; (v) all other proprietary and intellectual property rights of every kind and nature throughout the world and however designated, (including logos, character rights, "rental" rights, moral rights, and all applications therefor, however designated), whether arising by operation of law, contract, license, or otherwise; and (vi) any and all registrations, applications, renewals, records, extensions, continuations, divisions, divisions in part, or reissues thereof (including rights in any of the foregoing), whether now or hereafter in force.

Hi-Rez does not claim ownership to your User Generated Content; however, you grant Hi-Rez a non-exclusive, sublicensable, irrevocable, and royalty-free worldwide license under all Intellectual Property Rights to use, reproduce, transmit, print, publish, publicly display, exhibit, distribute, redistribute, copy, index, comment on, modify, adapt, translate, create derivative works based upon, publicly perform, make available, and otherwise exploit such User Generated Content, in whole or in part, in all media formats and channels now know or hereafter devised (including in connection with any services provided by Hi-Rez, and on third-party websites and platforms such as Facebook, Twitter, YouTube, and Twitch), in any number of copies and without limit as to time, manner, and frequency of use, without further notice to you,

with or without attribution, and without the requirement of permission from or payment to you or any other person.

7. Independent Development.

You acknowledge and agree that Hi-Rez may independently develop other applications and/or websites through its use of the Hi-Rez API and/or Content or otherwise which may be identical or similar to your Apps in function, code or other characteristics. You agree that, to the extent any similarity is based upon the Hi-Rez API and/or Content, you will have no ownership or intellectual property rights in such applications and/or websites. You further acknowledge and agree that any application and/or website developed by Hi-Rez and using the Hi-Rez API and/or Content that may be identical or similar to your App in function, code or other characteristics will not be deemed to violate any of your rights in your App, and that any such characteristics are coincidental in nature. In this regard, you expressly grant to Hi-Rez a limited, non-exclusive license in and to any proprietary rights you may hold in any App for purposes of developing, using and exploiting any application and/or website developed by Hi-Rez using the Hi-Rez API and/or Content.

8. Disclaimers.

THE HI-REZ API, CONTENT, AND TOOLS ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND. HI-REZ DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, SECURITY, COMPATIBILITY AND NONINFRINGEMENT. YOUR USE OF THE HI-REZ API, CONTENT, AND TOOLS IS AT YOUR OWN DISCRETION AND RISK. HI-REZ DOES NOT WARRANT THAT ANY APIS, CONTENT, OR TOOLS WILL BE ERROR-FREE, THAT ACCESS THERETO WILL BE UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, OR THAT ANY API (OR THE SERVERS THAT MAKE SUCH CONTENT AVAILABLE) OR TOOL IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. HI-REZ DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF TOOLS OR ANY CONTENT MADE AVAILABLE THROUGH THE HI-REZ API. YOU HEREBY WAIVE ANY CLAIM AGAINST HI-REZ WITH RESPECT THERETO.

9. Limitation of Liability.

UNDER NO CIRCUMSTANCES SHALL HI-REZ (OR ITS LICENSORS, OFFICERS, DIRECTORS, AGENTS, AFFILIATES, EMPLOYEES OR CUSTOMERS) BE LIABLE TO YOU OR TO ANY OTHER INDIVIDUAL, ENTITY, OR PERSON FOR ANY MATTER CONCERNING THE SUBJECT OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES SUCH AS LOST PROFITS, PERSONAL INJURY (INCLUDING DEATH) AND PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH USE OF THE HI-REZ API, CONTENT, OR TOOLS, EVEN IF HI-REZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL HI-REZ 'S TOTAL LIABILITY TO YOU FOR DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE EXCEED THE AMOUNT YOU PAID (IF ANY) FOR ACCESSING OR USING THE APIS (AND RELATED CONTENT) OR TOOLS, OR ONE HUNDRED U.S. DOLLARS (\$100), WHICHEVER IS LESS.

THE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS IN THIS SECTION AND ELSEWHERE IN THIS AGREEMENT APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

NOTWITHSTANDING THE FOREGOING AND ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT SHALL YOU BE ENTITLED TO ANY INJUNCTIVE OR EQUITABLE RELIEF ENJOINING, RESTRAINING, IMPEDING, OR OTHERWISE INTERFERING WITH THE DEVELOPMENT, PRODUCTION, MARKETING, DISTRIBUTION, EXHIBITION, OR EXPLOITATION OF ANY MOTION PICTURE OR OTHER PRODUCTION OF HI-REZ, ITS SUBSIDIARIES, OR AFFILIATES.

10. Indemnification.

You agree to indemnify, defend, and hold harmless Hi-Rez, its subsidiaries and affiliated companies, and each of their respective officers, directors, owners, employees, agents, representatives, and assigns (collectively, the "Indemnified Parties") harmless from and against any and all losses, damages, liabilities, and costs (including settlement costs and any legal or other fees and expenses for investigating or defending any actions or threatened actions) incurred by the Indemnified Parties in connection with any claim arising out of any breach by you of this Agreement or claims arising from your use of the Hi-Rez API (including, without limitation, any claim that your App(s) or any content contained in or accessed from your App(s) violates or infringes upon any patent, trademark, copyright, trade secret, or other intellectual property or proprietary right of any person, or violates the right of publicity or privacy of any person, or defames any person). You shall use your best efforts to cooperate with Hi-Rez in the defense of any claim. Hi-Rez reserves the right, at its own expense, to employ separate counsel and assume the exclusive defense and control of any matter otherwise subject to indemnification by you. To the maximum extent permitted by applicable law, you hereby release and waive all claims against the Indemnified Parties from any and all liability for claims, damages (actual and/or consequential), costs, and expenses (including litigation costs and attorneys' fees) of every kind and nature, arising or in any way related to your use of the Hi-Rez API (and related Content) and Tools.

11. Dispute Resolution.

This Agreement has been entered into in the State of Georgia, and the validity, interpretation and legal effect of this Agreement shall be governed by the laws of the State of Georgia applicable to contracts entered into and performed entirely within the State of Georgia (without giving effect to any conflict of law principles under Georgia law). The Georgia courts (state and federal), shall have sole exclusive jurisdiction of any controversies regarding this Agreement; and any action or other proceeding which involves such a controversy shall be brought in those courts in Fulton County, Georgia and not elsewhere. The parties waive any and all objections to venue in those courts and hereby submit to the jurisdiction of those courts.

For any claim (excluding claims for injunctive or other equitable relief) arising out of or related to this Agreement, where the total amount of the award sought is less than \$10,000, the party requesting relief must elect to resolve the claim in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules:

- i. the arbitration shall be conducted by telephone, online, and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration;
- ii. the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and
- iii. any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction.

Notwithstanding the above, you agree that Hi-Rez shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

12. Suspension and Termination.

Hi-Rez shall have the right at all times to limit and/or prevent you from accessing, or terminate your use of, the Hi-Rez API (and related Content) or Tools at any time for any reason in its sole discretion, without notice, including for example if Hi-Rez determines your request volume is excessive, that your App is inactive, that you are misusing the Hi-Rez API, Content, or Tools, or if Hi-Rez receives a complaint or otherwise becomes aware that you or your App(s) are violating a law or policy or the rights of any person. In addition, Hi-Rez may suspend or terminate your account and your ability to use the Hi-Rez API (and related Content) and Tools if you engage in, encourage, or advocate for illegal conduct, or if you fail to comply with these terms or any supplemental terms. Hi-Rez may also suspend or cease making the Hi-Rez API (and related Content) and Tools available at any time for any reason in its sole discretion.

Hi-Rez has adopted and implemented a policy that provides for the termination, in appropriate circumstances, of the accounts of users who are infringers of copyright.

You may also terminate by ceasing to use any and all of the Hi-Rez API (and related Content) and Tools. Upon termination for any reason, you will cease using the Hi-Rez API (and related Content) and Tools and promptly take reasonable steps to remove your App(s) from all distribution outlets in which they are available.

13. General Provisions.

Hi-Rez's failure to enforce any provision of this Agreement will not constitute a waiver of Hi-Rez's rights to subsequently enforce such provision or any other provision. You may not assign any right, delegate any obligation, or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Hi-Rez, and any such attempted assignment, delegation, or transfer shall be null and void. Subject to the foregoing limitation, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. This Agreement and any attachments hereto constitutes the entire agreement between the parties with respect to its subject matter, supersedes any and all prior or contemporaneous agreements between the parties with respect to its subject matter, and does not give any third party (except if and where specified) any rights or remedies hereunder. If any provision of this Agreement is held invalid by a court with jurisdiction over the parties, such provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect. The headings in this Agreement have been inserted solely for convenience and will be ignored in its construction. The word "including" will be interpreted without limitation when used in this Agreement. This Agreement does not constitute and will not be construed as constituting a partnership, joint venture, agent, employee/employer, or landlord/tenant relationship between you and Hi-Rez, and you shall not hold yourself out to third parties to the contrary. For purposes of this Agreement, the parties shall be deemed to be independent contractors, and you shall not have the right (or attempt) to legally bind the Hi-Rez in any manner. The provisions set forth in this Agreement that, by their nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement.