

Technology Exploration Group, Inc. Application Program Interface End User License Agreement

Technology Exploration Group, Inc. (“TEG”, “we” or “us”) will grant you the right to use the TEG API as defined herein, conditioned specifically on your agreement to all of the terms and conditions of this End User License Agreement (“Agreement”), as well as the Terms of Use and Privacy Policy found on TEG’s website, hosted at www.TechnologyExplorationGroup.com.

PLEASE CAREFULLY REVIEW THIS AGREEMENT, AS WELL AS THE TERMS OF USE AND PRIVACY POLICY BEFORE DOWNLOADING OR USING THE TEG API.

IN THE EVENT OF A CONFLICT BETWEEN THIS AGREEMENT AND THE TERMS OF USE OR PRIVACY POLICY, THE TERMS OF THIS AGREEMENT WILL GOVERN.

THE TERMS OF USE AND PRIVACY POLICY ARE INCORPORATED BY THIS REFERENCE.

IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT (OR THE TERMS OF USE OR PRIVACY POLICY), WE ARE NOT WILLING TO LICENSE YOU THE TEG API. IF YOU DO NOT AGREE TO THIS AGREEMENT (AND THE TERMS OF USE AND PRIVACY POLICY), YOU MAY NOT USE THE TEG API.

YOUR USE OF THE TEG API MAY INCLUDE THE COLLECTION, STORAGE, MAINTENANCE, TRANSMISSION, OR OTHER USE OF DATA. ALL DATA, WHETHER IN THE AGGREGATE, OR INDIVIDUALLY, OF ANY KIND, TRANSMITTED THROUGH, COLLECTED THROUGH, STORED WITHIN, UPLOADED TO OR THROUGH, OR USED IN CONNECTION WITH THE TEG API, IN ANY WAY, IS REFERRED TO AS THE “DATA”. YOU OWN ALL DATA THAT YOU TRANSMIT OR OTHERWISE USE THROUGH THE TEG API, HOWEVER, YOU GRANT TEG AND ITS SUCCESSORS, AFFILIATES, LICENSEES, CUSTOMERS, ASSIGNS, AND DESIGNEES, A WORLDWIDE, ROYALTY FREE, PERPETUAL, IRREVOCABLE, TRANSFERRABLE, SUBLICENSABLE RIGHT AND LICENSE TO USE THE DATA, DURING SUCH TIME AS YOU USE THE TEG API, AND AFTER. BY AGREEING TO THESE TERMS, AND USING THE TEG API, YOU ACKNOWLEDGE AND AGREE THAT YOU CONSENT TO THE DATA LICENSE DESCRIBED IN THIS SECTION. IF YOU HAVE ANY QUESTIONS ABOUT THE DATA LICENSE DESCRIBED IN THIS SECTION, PLEASE CONTACT USE AT LEGAL@TEGBIZ.COM. THE LICENSE GRANTED IN THIS SECTION IS IRREVOCABLE, SO PLEASE MAKE SURE YOU UNDERSTAND THE LICENSE GRANTED TO TEG AND THE OTHERS IDENTIFIED IN THIS PARAGRAPH BEFORE PROCEEDING TO USE THE TEG API.

WITHOUT LIMITING THE GENERALITY OF ANYTHING CONTAINED HEREIN, TEG MAKES NO REPRESENTATIONS WITH REGARD TO THE DATA. YOU MAY BE ABLE TO ACCESS AND DOWNLOAD, AND OTHERWISE USE, DATA WITHIN THE TEG API. YOUR USE OF THE DATA IS AT YOUR OWN RISK, AND THE DATA IS PROVIDED AS IS. THE DATA MAY HAVE BEEN ACCUMULATED BY TEG, OR BY THIRD PARTIES, AND IT IS YOUR RESPONSIBILITY TO REVIEW THE DATA AND ENSURE THAT IT IS ACCURATE BEFORE RELYING ON.

BY USING THE TEG API, YOU ACKNOWLEDGE AND AGREE THAT ALL DATA IS PROVIDED AS IS AND TEG MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF ANY DATA.

1. The following defined terms are used in this Agreement:
 - (a) “TEG API” shall mean any materials, including but not limited to, interface definitions, documentation, and sample code regarding programming interfaces to one or more TEG

products, provided by us to you, including but not limited to the software development kit provided by TEG to you from time to time.

- (b) **“TEG Software”** shall mean one or more TEG products, including the TEG API.
 - (c) **“Developer Software”** shall mean software or code created by you that communicates with the TEG Software.
2. Subject to the terms and conditions of this Agreement, you may download and make a reasonable number of copies of the TEG API solely for your personal use to create Developer Software, and TEG grants you a limited, non-exclusive, revocable, non-transferable, royalty free license to, for your personal use, install, use and display the TEG API only to develop Developer Software.
 3. In exchange for the rights granted herein, you will make the payments set forth on Exhibit A, attached hereto and incorporated by this reference. If you fail to make a payment, the license granted herein will terminate and you will no longer have access to the TEG API.
 4. The rights granted herein do not include, and specifically exclude, the right to commercialize any Developer Software. In order to commercialize the Developer Software, you must be granted a further license from TEG, on terms as set by TEG in its sole discretion. You may not offer for sale, sell, monetize, publish, share, or in any way receive consideration for, the Developer Software or the TEG API.
 5. The TEG API incorporates certain open source software. The open source software used is identified on Exhibit B, attached hereto and incorporated by this reference. Your use of the TEG API is governed by the licenses set forth on Exhibit B. Please review Exhibit B carefully.
 6. You may not and will not permit others to:
 - (a) use the TEG API in any way other than to design or develop the Developer Software;
 - (b) make any more copies of the TEG API than is reasonably necessary for the purposes allowed here;
 - (c) modify, change, alter, create derivative works of, reverse engineer, reverse compile, or disassemble the TEG API, regardless of location, i.e. outside of the U.S.;
 - (d) distribute, sell, lease, rent, lend, or sublicense any part of the TEG API to any third party except as designated herein and as except as a part of the Developer Software;
 - (e) use the TEG API to design or develop software to upload or otherwise transmit any material containing software viruses or other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any software or hardware;
 - (f) contest, object to, or otherwise challenge TEG’s proprietary interest in and ownership of the TEG API.

7. Except as expressly granted herein, no other license under any proprietary or intellectual property right, including but not limited to patent, copyright, trade secret, trademark or otherwise is granted to or conferred to you by this Agreement. All other rights other than those specifically granted herein are reserved by TEG.
8. You may not represent that the Developer Software is certified or otherwise endorsed by TEG. You may not use the TEG trademark, or any other trademarks or service marks or copyrights of TEG in connection with the Developer Software.
9. You will not receive any support or subscription services for the TEG API from TEG, or any other services from TEG in connection with the TEG API.
10. Any permitted distribution of the Developer Software must be subject to an end user license agreement that includes, at a minimum, the following:
 - (a) a prohibition on the end user modifying, reproducing, de-compiling, reverse engineering or translating the TEG API;
 - (b) a prohibition on the end user distributing or transferring the TEG API other than as part of the Developer Software;
 - (c) a disclaimer of any and all warranties, representations, and obligations related to or arising from TEG and the TEG API;
 - (d) a disclaimer, as permitted by law, of TEG's and its affiliated companies' liability for all damages, direct or indirect, incidental or consequential, that may arise from the TEG API, the TEG Software, and the Developer Software; and
 - (e) a requirement that the end user not export the TEG API, directly or indirectly, in violation of any U.S. laws.
11. You must send a notification to TEG prior to use of the TEG API in the development of any commercial application, and subject to a license from TEG for such commercialization. Please send notification by email to Legal@TEGbiz.com and provide the following information in the email:
 - Company Name
 - Please include TEG API Request in the subject line of your communication
 - Publisher and Developer Name
 - Title or Application Name
 - Platforms
 - Type of Mobile Device
 - Scheduled Ship Date
 - WebLink to product/video

Any application integrating the TEG API is subject to a license to TEG for use and public display of such application for advertising and marketing purposes.

Failure to comply with this Section 10 shall be a material breach of this Agreement.

12. The TEG API is owned by TEG, or its licensors, and is protected by United States copyright laws, international treaty provisions, and other applicable laws. With regard to any copies made, you agree to reproduce any copyright notices and other proprietary legends included within the original. You acknowledge and agree that all right, title and interest in and to the TEG API, and any modifications, improvements, derivatives, suggestions, changes, updates, and any other versions thereof, are owned by TEG and/or its licensors. You acknowledge and agree that the TEG API is proprietary, protectable, and valuable, and unauthorized use will result in irreparable harm to TEG and its licensors, for which monetary damages would be inadequate, and for which TEG and its licensors would be entitled to immediate injunctive relief.
13. The TEG API IS PROVIDED “AS IS” AND TEG AND ITS LICENSORS MAKE, AND YOU RECEIVE, NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION WITH YOU. TEG SPECIFICALLY DISCLAIMS ANY OTHER WARRANTY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. TEG DOES NOT WARRANT THAT THE OPERATION OF THE TEG SOFTWARE OR TEG API WILL BE UNINTERRUPTED OR ERROR FREE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. TEG MAKES NO WARRANTY WITH RESPECT TO THE CORRECTNESS, ACCURACY, OR RELIABILITY OF THE SOFTWARE AND DOCUMENTATION.

Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusion may not apply to you.
14. All technical and business information disclosed by TEG to you under this Agreement, including but not limited to source code, documentation, technical assistance and any confidential information pertaining to TEG’s business or products, are to be considered “**Confidential Information.**” You will not disclose any portion of Confidential Information to any third party and will protect all Confidential Information with the same degree of care as you use to protect your own information of a confidential or proprietary nature, but always with at least a reasonable degree of care. This obligation of confidentiality will survive termination and/or expiration of this Agreement for any reason.
15. You acknowledge and agree that the TEG API contains proprietary and confidential information that is protected by applicable copyright, trademark and other intellectual property laws, including without limitation, the software programming and html and other code contained in the TEG API and other content available through the TEG API. The trademarks, service marks and logos used and displayed on this TEG API are registered and unregistered trademarks of TEG and others. Nothing in this TEG API should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any trademark displayed in the TEG API, without the written permission of the trademark owner. TEG and its licensors reserve the right to enforce its and their intellectual property rights to the fullest extent of the law. All images on the TEG API are legally protected and are not to be used, reproduced, modified or distributed without written consent of TEG or its licensors. You may not and will not permit others to contest, object to, or otherwise challenge our proprietary interest in and ownership of the TEG API and the Proprietary Information.
16. You and we acknowledge that, in the event of any third party claim that your possession and use of the TEG API infringes that third party’s intellectual property rights, TEG, not the Platform, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.

17. As between you and us, the TEG API, the content and information therein, and the look and feel of the TEG API, and all improvements, additions, derivatives and other modifications thereto, and any information pertaining to the foregoing, are the exclusive property of TEG and/or its licensors, and shall be considered and treated by you as the proprietary information of TEG ("**TEG Proprietary Information**"). You acknowledge and agree that TEG is the owner of the TEG Proprietary Information and you agree that you have no right, title, or interest in any of the TEG Proprietary Information except the right to use the TEG API under and in compliance with the license granted here. You agree not to, directly or indirectly, disclose, sell or otherwise transfer or exploit the TEG Proprietary Information, or any portion thereof, to any other person or entity or allow any other person or entity to use the TEG Proprietary Information, or any portion thereof, without the prior written consent of TEG, which may be withheld in TEG's sole discretion. You further agree not to challenge or assist with or participate in any challenge, directly or indirectly, of our ownership of the TEG Proprietary Information or any right, title or interest therein or any portion thereof.
18. You acknowledge and agree that TEG is the owner of or has rights to the TEG trademark and such other names, marks, and logos and other intellectual property TEG used, uses or may in the future use in or related to its business, products or services, including, without limitation, all improvements, additions, derivatives and other modifications thereof ("**TEG Marks**"). You agree that you have no right, title, or interest in any of the TEG Marks. You further agree not to challenge or assist with or participate in any challenge, directly or indirectly, of TEG's ownership of or right to the TEG Marks and the Proprietary Information or any right, title or interest therein or any portion thereof.
19. You agree not to remove, obscure, or alter any copyright, trademark, or other proprietary rights notice affixed to, contained within, or accessed in conjunction with or through the TEG API. You further agree not to modify, adapt, translate, prepare derivative works from, transmit, decompile, reverse engineer, disassemble or otherwise attempt to derive source code from any portion of the Mobile App. Without limiting the generality of the foregoing, in those jurisdictions where law grants you rights to translate, decompile, reverse engineer, or disassemble the TEG API, that you can't waive, and to the extent required by law, you may exercise such rights to translate, decompile, reverse engineer, or disassemble to the extent necessary to achieve interoperability of the TEG API with an independently created program, but solely in the event that the information necessary to achieve interoperability of the TEG API with an independently created program has not been made available to you by TEG within a reasonable time upon your written request. Such decompilation shall be restricted to the parts of the TEG API that is necessary to achieve interoperability.
20. Without limiting the generality of the foregoing, you acknowledge that TEG is the owner of or has the rights to all information you access from or in the TEG API ("**Proprietary Information**"). You agree that you have no right, title, or interest in any of the Proprietary Information except under and in compliance with this Agreement. You agree not to, directly or indirectly, disclose, sell or otherwise transfer or exploit the Proprietary Information, or any portion thereof, to any other person or entity or allow any other person or entity to use the Proprietary Information, or any portion thereof, without the prior written consent of TEG, which may be withheld in TEG's sole discretion.

21. THE TOTAL LIABILITY OF TEG AND ITS LICENSORS UNDER THIS AGREEMENT FOR DAMAGES WILL NOT EXCEED \$100 IN THE AGGREGATE. IN NO EVENT WILL TEG OR ITS LICENSORS BE LIABLE IN ANY WAY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING WITHOUT LIMITATION, LOST BUSINESS PROFITS, OR LIABILITY OR INJURY TO THIRD PERSONS, WHETHER FORESEEABLE OR NOT, REGARDLESS OF WHETHER TEG OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some jurisdictions do not permit limitations of liability for incidental or consequential damages, so the above exclusions may not apply to you.

22. Your right to use the TEG API will begin when you click the "ACCEPT" button, which constitutes acceptance of the terms and conditions herein. The license is effective until otherwise terminated. You may terminate it at any time by destroying the TEG API and all portions thereof, together with all copies in any form. If you fail to comply with any material term or condition of this Agreement and do not cure the noncompliance within 30 days of receipt of written notice of noncompliance from TEG, we may terminate your rights under this Agreement, at which time you will certify to TEG in writing that the original and all copies, in whole or in part, of the TEG API have been destroyed.
23. At termination of this Agreement for any reason whatsoever all licenses granted by TEG hereunder shall immediately terminate and you shall immediately cease and desist from all access to and use of the TEG API. However, the Data license described herein shall survive termination of this Agreement.
24. This Agreement will be governed by the laws of the United States of America to the extent that they apply and otherwise by the laws of the State of California notwithstanding the application of any conflicts of law rules. Exclusive venue over all disputes arising under or relating to this Agreement shall be in the federal or state courts of Los Angeles, California.
25. You agree and certify that no portion of the TEG API nor any other technical data received from TEG will be exported outside the United States except as authorized and as permitted by TEG and the laws and regulations of the United States.
26. To the full extent permitted by law, this Agreement shall be governed by and construed in accordance with the laws of the State of California, United States of America, excluding (1) its conflict of law principles; (2) the United Nations Convention on Contracts for the International Sale of Goods; (3) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (4) the Protocol amending the 1974 Convention, done at Vienna, April 11, 1980. The exclusive venue any Claims that arise from this Agreement is San Francisco County, California.
27. We will work in good faith to resolve any issue you have with the App working in accordance with the stated specifications we provide, if you bring that issue to the attention of our customer service department. However, we realize that there may be rare cases where we may not be able to resolve an issue to a customer's satisfaction.

In the interest of resolving disputes between you and TEG in the most expedient and cost-effective manner, you and TEG agree that ALL disputes arising out of or related to this Agreement and/or your use of any of TEG's products, whether based in tort, statute, fraud, contract, misrepresentation, or any other legal theory, and regardless of whether a claim arises

during or after the termination of these terms, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury. Arbitration is more informal than bringing a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, and is subject to very limited review by courts. Arbitration allows for more limited discovery than in court, however, we agree to cooperate with each other to agree to reasonable discovery in light of the issues involved and amount of the claim. Arbitrators can award the same damages and relief that a court can award, but in so doing, the arbitrator shall apply substantive law regarding damages as if the matter had been brought in court, including without limitation, the law on punitive damages as applied by the United States Supreme Court. This arbitration provision shall survive termination of this Agreement and any other contractual relationship between you and TEG. YOU UNDERSTAND AND AGREE THAT, BY ENTERING INTO THESE TERMS, YOU AND TEG ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION.

IN ALL INSTANCES, TEG WILL SELECT THE ARBITRATOR.

28. Notwithstanding the paragraph above, nothing in this Agreement will be deemed to waive, preclude, or otherwise limit the right of either party to: (a) bring an individual action in small claims court; (b) pursue an enforcement action through the applicable federal, state, or local agency if such an action is available; or (c) seek injunctive relief in a court of law.

29. If you desire to assert a claim against TEG, and you therefore elect to seek arbitration, you must first send to TEG, by certified mail, a written Notice of your claim ("Notice"). The Notice to TEG should be addressed to: Technology Exploration Group, Inc., Website Notices, 211 Hope Street, #367, Mountain View, CA 94041, Legal Department ("Notice Address"). If TEG desires to assert a claim against you and therefore elects to seek arbitration, it will send, by certified mail, a written Notice to the most recent address we have on file or otherwise in our records for you. A Notice, whether sent by you or by TEG, must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If TEG and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or TEG may commence an arbitration proceeding or file a claim in small claims court. During the arbitration, the amount of any settlement offer made by TEG or you shall not be disclosed to the arbitrator. You may download or copy a form Notice and a form to initiate arbitration from the American Arbitration Association ("AAA") at www.adr.org. If you are required to pay a filing fee, after TEG receives notice at the Notice Address that you have commenced arbitration, it will promptly reimburse you for your payment of the filing fee, unless your claim is for more than US \$10,000. The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association, as modified by this Agreement, and will be administered by the AAA. The AAA Rules and Forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by requesting them from us by writing to us at the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this Agreement, including this arbitration agreement. Any arbitration hearing will take place at a location selected by TEG in San Francisco County, California. If your claim is for US \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA

Rules. If your claim exceeds US \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. If the arbitrator issues you an award that is greater than the value of TEG's last written settlement offer made before an arbitrator was selected (or if TEG did not make a settlement offer before an arbitrator was selected), then TEG will pay you the amount of the award or US \$1,000, whichever is greater. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. Each party shall pay for its own costs and attorneys' fees, if any. However, if any party prevails on a statutory claim that affords the prevailing party attorneys' fees, or if there is a written agreement providing for payment or recovery attorneys' fees, the arbitrator may award reasonable fees to the prevailing party, under the standards for fee shifting provided by law.

30. YOU AND TEG AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and TEG agree otherwise, the arbitrator may not consolidate more than one person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. If this specific provision is found to be unenforceable, then (a) the entirety of this arbitration provision shall be null and void, but the remaining provisions of this Agreement shall remain in full force and effect; and (b) exclusive jurisdiction and venue for any claims will be in state or federal courts in San Francisco, California.
31. When you download, access, or use the TEG API, you are agreeing to indemnify TEG and the Platform and their respective owners, shareholders, subsidiaries, affiliates, officers, employees, partners, and licensors and hold them harmless from any and all claims and expenses, including attorney's fees, arising from the use of the TEG API. By using the TEG API you are agreeing to release TEG and the Platform and their respective owners, shareholders, subsidiaries, affiliates, officers, employees, partners, and licensors from any and all claims, fees, costs, damages and obligations of any kind whatsoever that you may have against them arising out of or in any way related to such claims or obligations and to any disputes regarding use of ideas and/or related materials submitted to the TEG API. YOU HEREBY AGREE TO WAIVE ALL LAWS THAT MAY LIMIT SUCH RELEASES. FOR EXAMPLE, YOU SPECIFICALLY AGREE TO WAIVE THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IS KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

32. You may not sublicense, assign or transfer this Agreement or the TEG API except as expressly provided in this Agreement. Any attempt to otherwise sublicense, assign or transfer any of the rights, duties or obligations hereunder is null and void.
33. The parties agree that where the context of any provision indicates an intent that it will survive the term of this Agreement, then it will survive.
34. If you have any questions about this Agreement, please email us at legal@tegbiz.com.