

Developer Terms and Conditions

These Developer Terms and Conditions (the "**Developer Terms**") govern Your access to and use of Development Materials. Your use of the Development Materials signifies Your assent to and acceptance of these Developer Terms and by accessing or using Development Materials, You agree to be bound by these Developer Terms. For the avoidance of doubt, the developer program and Developer Materials are not part of the Optro Service. Optro may update these Developer Terms from time to time. The updated Developer Terms will become effective 30 days from when they are made available unless You provide notice to Optro to terminate these Developer Terms within such 30 day period. If you are agreeing to these Developer Terms on behalf of an organization or other legal entity, you represent that you have the necessary authority to bind such entity to these Developer Terms.

1. **Purpose.** Optro makes Development Materials available to support the technical relationships between Optro and its customers and partners and to enable the development, testing, and other non-production use of Your products with the Optro Development Materials. A separate agreement is required in the event that You wish to use, sell, or make available the Service(s) for any purpose other than those outlined in these Developer Terms. If You use the Development Materials for any purpose other than as outlined in these Developer Terms, You agree to be bound by Optros standard terms and pay the applicable fees for such use.
2. **Licenses.** Subject to Your compliance with these Developer Terms, Optro grants You a non-exclusive, revocable, non-sublicenseable, non-transferable, limited license to use the Development Materials. If You are accessing the Development Materials as a Customer, then Your Developers may use the Development Materials only for Your own non-production internal business purposes. If You are accessing the Development Materials in furtherance of a business or technology partnership with Optro, then Your Developers may use the Development Materials to (i) develop applications or APIs for the benefit of mutual Customers, and (ii) to test the interoperability Your products with the Service(s). For the avoidance of doubt, the Development Materials may not be used in a production environment, with live data, or for revenue generating purposes.
3. **Rights and Obligations.**
 - 3.1. **Accounts.** You agree to provide and maintain accurate and current account information. You agree that if a Developer leaves Your organization, You will immediately disable their account. Information about individuals provided to or collected by
 - 3.2. **Acceptable Use.** You must ensure that Your Developers use the Development Materials and provide feedback in accordance with all applicable laws and regulations. If You are receiving access to the Development Materials as an Optro customer, then you must also comply with the terms of the Subscription Agreement between you and Optro, or, if You have not entered into a Subscription Agreement, then the terms provided at <https://optro.ai/enterprise-agreements>. If You are receiving access to the Development Materials as an Optro partner, then You must also comply with the terms of the Master Partner Agreement between You and Optro or, if You have not entered into a Master Partner Agreement, the terms provided at <https://optro.ai/partner-agreements>.
 - 3.3. **Restrictions.** Except as expressly permitted under these Developer Terms, You may not: (i) license, sublicense, distribute, market, offer, sell, or demonstrate the Development Materials; (ii) reverse engineer the Development Materials; (iii) create derivative works of the Development Materials; (iv) modify or alter the Development Materials; (v) download reference data in bulk or make excessive copies of the Development Materials; (vi) remove, alter, or obscure any proprietary notices on any Development Materials; (vii) interfere with or disrupt the integrity or performance of the Development Materials or the data contained therein or knowingly send or store Malicious Code in connection with the Service; or (viii) submit any credit/debit/gift or other payment card information (i.e. PCI) or medical or health information (i.e. PHI) in connection with the use of Development Materials.
 - 3.4. **Your Data.** All data You provide in connection with Your use of the Development Materials should be fictitious sample data and You are responsible for: (1) the accuracy, quality, reliability, integrity,

appropriateness, and legality of all data You provide and for ensuring that data You provide is lawfully acquired by You (including any authorizations or consents if required); (2) taking commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and must notify Optro promptly of any unauthorized access or use; and (3) Your Affiliates' and Representatives' compliance with these Developer Terms and any breach by Your Affiliates or Representatives will be deemed a breach by You.

- 3.5. Your Materials.** You are solely responsible for the development, accuracy, security, maintenance, and support of Your products and services. You agree to conduct thorough testing on Your products and services in accordance with industry standards to ensure compliance with these Developer Terms and applicable law. You will implement appropriate logon and security measures to ensure that Your products and services are only accessible by You and Your representatives.
- 4. Intellectual Property.** As between You and Optro, each party or its licensors own all rights, title, and interest in its preexisting intellectual property. Optro, Optro, and Optro's licensors own all right, title, and interest to the Service (including any third-party content Optro makes available through the Service) and Documentation, including all related Intellectual Property Rights. Optro has the right to use or act upon any suggestions, comments, or other feedback about the Service voluntarily provided by You without restriction and without obligation to You.
- 5. Confidentiality and Publicity.**
- 5.1. Publicity.** Neither party will issue formal press releases or other similar activities referencing the other party without the written consent of the other party.
- 5.2. Confidentiality.** Each party and its Affiliates ("Recipient") must use the same degree of care that it uses to protect its own Confidential Information of like kind (but in no event less than a reasonable standard of care) not to disclose or use any Confidential Information of the other party and/or its Affiliates ("Discloser") except as reasonably necessary to perform Recipient's obligations or to exercise Recipient's rights under these Developer Terms or with Discloser's prior written permission. For purposes of clarification, this Section 5 also applies to Confidential Information either party and/or its Affiliates shares with the other party and/or its Affiliates related to potential future subscription services. Each party has the right to disclose Confidential Information on a need-to-know basis to its employees, Affiliates, contractors, advisors, and service providers, including third-party submission tools or online portal providers required by such party for proposal submissions, who are bound by confidentiality obligations at least as restrictive as those set forth herein (collectively, "Representatives"). Recipient is responsible for any acts or omissions of its Representatives with respect to protection of Discloser's Confidential Information. For clarity and the avoidance of doubt: (1) any online portal terms conflicting with the terms of this Section 5 will not be binding on the parties; (2) this Section 5 applies to any Confidential Information disclosed through such online portals; and (3) any online portal terms conflicting with the terms of this Section 5 are superseded by these Developer Terms with respect to confidentiality obligations. If Recipient is compelled by law to disclose Discloser's Confidential Information, Recipient must: (i) promptly provide Discloser with prior written notice of such compelled disclosure (to the extent legally permitted); (ii) disclose only that portion of Confidential Information legally required; and (iii) provide reasonable assistance, at Discloser's cost, if Discloser wishes to contest the disclosure. Discloser has the right to seek injunctive relief to enjoin any breach or threatened breach of this Section 5, it being acknowledged by the parties that other remedies may be inadequate.
- 6. Independent Development.** You understand that Optro is in the software development business and that Optro may currently or in the future develop information and materials, or receive information or materials from third parties, that are similar to or competitive with Your products, services, or Your use of the Development Materials. Nothing in these Developer Terms restricts Optro's ability to develop, distribute, sell, market, or promote similar products, software, or services. Either party may disclose, publish, disseminate, and use the ideas, concepts, know-how, and techniques retained in the unaided memories of its employees and contractors who have had access to the other parties' materials, provided that the foregoing does not grant any license to intellectual property rights, including any right under patents.

7. Warranties.

7.1. Each party warrants: (1) it has the authority to enter into these Developer Terms; and (2) in connection with its performance of these Developer Terms, it will comply with all applicable laws.

7.2. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THESE DEVELOPER TERMS, THE DEVELOPMENT MATERIALS AND THE SERVICE ARE PROVIDED "AS IS" AND OPTRO AND ITS LICENSORS MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE WHATSOEVER AND DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL WARRANTIES, WHETHER EXPRESS, IMPLIED BY COMMON LAW, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT, ACCURACY, OR FITNESS FOR A PARTICULAR PURPOSE. OPTRO DOES NOT WARRANT THAT THE DEVELOPMENT MATERIALS OR THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED IN THESE DEVELOPER TERMS ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO YOU.

8. LIABILITY. YOU WILL BE DIRECTLY AND SOLELY LIABLE FOR ANY CLAIMS MADE OR BROUGHT BY A THIRD PARTY ALLEGING THAT YOUR PRODUCTS OR SERVICES OR OTHER MATERIALS YOU DEVELOP INFRINGE THE RIGHTS OF A THIRD PARTY OR VIOLATE ANY LAW. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FOR ALL EVENTS AND CIRCUMSTANCES, OPTRO'S AGGREGATE AND CUMULATIVE LIABILITY TO YOU AND YOUR AFFILIATES ARISING OUT OF OR RELATING TO THESE DEVELOPER TERMS, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE GREATER OF (1) THE TOTAL AMOUNT OF FEES PAID TO OPTRO UNDER THESE DEVELOPER TERMS DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE FIRST CLAIM, OR (2) \$5,000 USD. TO THE MAXIMUM EXTENT PERMITTED BY LAW, OPTRO, ITS AFFILIATES, LICENSORS, OR SUBCONTRACTORS, WILL NOT BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE SERVICE, REGARDLESS OF CAUSE, EVEN IF SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. Term and Termination.

9.1. Term. These Developer Terms begin on the Effective Date and continues for a period of one year (the "Initial Term"). After the end of the Initial Term, these Developer Terms will automatically renew for successive periods of one year each (each a "Renewal Term"). The period of time consisting of the Initial Term and the Renewal Term(s) is the "Term".

9.2. Termination. Either party may terminate these Developer Terms for any reason at any time upon 30 days prior written notice to the other. If either party materially breaches these Developer Terms and the breach is not cured upon 15 days after notice of such breach is given to the other party, then the other party may immediately terminate these Developer Terms by providing written notice to the other party; provided however, that no cure period is required for breaches of Sections 3.3, 4, or 5.

9.3. Suspension. During the Term, Optro reserves the right to suspend Your access to any Development Materials in the event Optro reasonably determines such action is necessary to preserve the integrity or security of such Development Materials; however, Optro must use commercially reasonable efforts under the circumstances to provide You with an opportunity to remedy such violation or threat prior to such suspension.

9.4. Effect of Termination. Termination or expiration of these Developer Terms for any reason will immediately suspend Your access to the Development Materials. The termination or expiration of these Developer Terms will not affect any provisions of these Developer Terms which by their nature survive termination or expiration, including the provisions that deal with the following subject matters: definitions, payment obligations, confidentiality, term and termination, effect of termination, intellectual

property ownership, permitted use, license compliance, limitation of liability, privacy, and the “Miscellaneous” section in these Developer Terms.

10. Miscellaneous.

- 10.1. Relationship of the Parties.** The parties are independent contractors for all purposes, without express or implied authority to bind the other. Neither party, its employees, agents, contractors, or Representatives is entitled to any employee benefits of the other. Each party will be responsible for all costs and expenses incident to performing its business. Nothing in these Developer Terms will be deemed to constitute a partnership or create a relationship of principal and agent between the parties for any purpose.
- 10.2. Entire Agreement.** Unless otherwise specifically agreed in a separate agreement with Optro, these Developer Terms govern Your participation in the Developer Program and Your use of the Development Materials and constitute the entire legal agreement between You and Optro relating thereto.
- 10.3. Assignment.** These Developer Terms may not be assigned or otherwise transferred by You without the prior written consent of Optro.
- 10.4. Reservation of Rights.** Optro reserves all rights not expressly granted under these Developer Terms, including without limitation, Intellectual Property Rights, and no other rights are granted under these Developer Terms by implication, estoppel, or otherwise.
- 10.5. No Waiver.** Optro's failure to enforce any provision of these Developer Terms is not a waiver of its right to do so later.
- 10.6. Severability; Interpretation.** If a court of competent jurisdiction holds any provision of these Developer Terms to be unenforceable or invalid, such provision will be limited to the minimum extent necessary so that these Developer Terms will otherwise remain in effect. Section headings are inserted for convenience only and will not affect interpretation of these Developer Terms.
- 10.7. Governing Law and Venue.** These Developer Terms are made in and governed by the laws of the State of Delaware without reference to its conflicts of laws rules. Any action arising under or related to these Developer Terms will be resolved in the state or federal courts (and the parties hereby consent to personal jurisdiction) in New Castle County, Delaware. The prevailing party is entitled to recover all reasonable fees, costs, and expenses of enforcing its rights, including reasonable attorneys' fees. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to these Developer Terms.
- 10.8. Export.** Each party must comply with the applicable export laws and regulations of the United States and other applicable jurisdictions in providing and using the Development Materials. Without limiting the generality of the foregoing, Customer must not make the Development Materials available to any person or entity that: (1) is located in a country that is subject to a U.S. government embargo; (2) is listed on any U.S. government list of prohibited or restricted parties; or (3) is engaged in activities directly or indirectly related to proliferation of weapons of mass destruction.
- 10.9. Notice.** Notices must be in English, in writing, and will be deemed given upon receipt or by electronic log to the address(es) or email address provided by You. Any notice from You to Optro will be deemed to have been given upon: (1) personal delivery; or (2) the 3rd business day after first class mailing. A party providing notice to Optro must send such notice addressed to: Optro, Inc. 103 Foulk Road, Suite 202, Wilmington, Delaware 19803 addressed to the attention of its General Counsel with a copy sent by email to legal@optro.ai.

11. Definitions.

- 11.1. "Affiliate"** means with respect to a party to these Developer Terms, any entity that directly or indirectly controls, is controlled by, or is under common control with such party. “Control”, “controls”, or “controlled” with respect to this definition of “Affiliate” means the ability to direct the management and policies of an entity through the ownership of more than 50% of the voting interest of the subject entity.
- 11.2. "Optro"** means Optro, Inc., a Delaware corporation located at 103 Foulk Road, Suite 202, Wilmington, Delaware 19803.

- 11.3.** "Confidential Information" means: (1) any software utilized by Optro in the provision of the Development Materials or the Service and the respective source code; (2) each party's business or technical information, including, without limitation, the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how and other significant and valuable business information that would otherwise be considered to be trade secrets under the law, that is designated by the Discloser as "confidential" or "proprietary", or the Recipient knows or should reasonably know is confidential or proprietary given the nature of the information or the circumstances of the disclosure; and (4) the terms, conditions and pricing of these Developer Terms (but not its existence or parties). Confidential Information does not include any information that, without the Recipient's breach of an obligation owed to the Discloser: (i) is or becomes generally known to the public; (ii) was known to Recipient prior to disclosure by Discloser; (iii) is independently developed by Recipient without use of or reference to Discloser's Confidential Information; or (iv) is received by Recipient from a third party who has the right to make such disclosure.
- 11.4.** "Development Materials" means the development site and all information, software, sample applications, APIs, access to the Service, and any other materials made available to You under this Agreement.
- 11.5.** "Developer" means the individuals that You have authorized to access the Development Materials on Your behalf under these Developer Terms, whether employees or contractors.
- 11.6.** "Developer Program" means the Optro developer program as described in these Developer Terms or on the Optro website.
- 11.7.** "Documentation" means Optro documents generally made available to customers that are intended to aid in the use and operation of the applicable Service, technical usage guides or guidelines, descriptions of the Service, including the Service's design and intended purpose, which may be updated by Optro from time to time in its sole discretion.
- 11.8.** "Effective Date" means the earliest of (1) the date of Your online acceptance of these terms; or (2) the date You first receive access to the Development Materials.
- 11.9.** "Intellectual Property Rights" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.
- 11.10.** "Service" means the Optro branded offerings made available by Optro.
- 11.11.** "You" and "Your" means the legal entity that has accepted these Developer Terms and is accessing the Development Materials.