

SLOAN MARKETPLACE LLC

SC Argus™

API TERMS OF USE

Effective Date: March 22, 2023*

Thank you for using Sloan Marketplace's Application Programming Interface ("API") for the remote monitoring and control of Sloan Marketplace IOT Products installed in various commercial, government and higher-education facilities. By accessing or using our API as a developer for business management system or service agency vendors or as a Sloan Marketplace vendor or business partner, you are agreeing to the terms below. Collectively, we refer to the terms below, any additional terms within any accompanying API documentation, and any applicable policies and guidelines as either "the Terms" or "this Agreement." You agree to comply with the Terms. So please read all the Terms carefully. If you use the API as an interface to, or in conjunction with other Sloan Marketplace products or services, then the terms for those other products or services also apply.

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. BY CLICKING THE "ACCEPT" BUTTON DURING ACCOUNT SETUP, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE WITH ALL TERMS OF THIS AGREEMENT AND DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, YOU WILL NOT BE PERMITTED TO DOWNLOAD, ACCESS OR USE THE API.

Section 1: Account and Registration

a. Accepting the Terms

You may not use the API and may not accept the Terms if (a) you are not of legal age to form a binding contract with Sloan Marketplace, or (b) you are a person barred from using or receiving the API under the applicable laws of the United States or other countries including the country in which you are resident or from which you use the API.

b. Entity Level Acceptance

If you are using the API on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms refer to that entity).

c. Registration

In order to access the API you may be required to provide certain information (such as identification or contact details) as part of the registration process for the API, or as part of your continued use of the API. Any registration information you give to Sloan Marketplace will always be accurate and up to date and you'll inform us promptly of any updates. The API may be provided in a document located on a secure website and downloaded by you.

Section 2: Using Our API

a. Your Authorized Users

You will require your authorized users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.

b. Compliance with Law, Third Party Rights, and Other Sloan Marketplace Terms of Service

You will comply with all applicable law, regulation, and third-party rights. You will not use the API to encourage or promote illegal activity or violation of third-party rights. You will not violate any other terms of service or agreements with Sloan Marketplace.

c. Permitted Access

You will only access the API by the means described in the API documentation. If Sloan Marketplace assigns you developer credentials (e.g. client IDs), you must use them with the API. You will not misrepresent or mask your identity when using the API.

d. API Limitations

Sloan Marketplace sets and enforces limits on your use of the API (e.g. limiting the number of API requests that you may make), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations. If you would like to use the API beyond these limits, you must obtain Sloan Marketplace's express consent (and Sloan Marketplace may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use).

e. Open-Source Software

Some of the software required by or included in the API may be offered under an open-source license. Open-source software licenses constitute separate written agreements. To the limited extent the open-source software license expressly supersedes the Terms, the open-source license instead sets forth your agreement with Sloan Marketplace for the applicable open-source software. Should we utilize third party messaging protocols in the API, you also agree to abide by the terms and conditions of any agreements that govern the use of such protocols.

f. Communication with Sloan Marketplace

We may send you certain communications in connection with your use of the API. Please review the applicable API documentation for more information.

g. Feedback

If you provide feedback or suggestions (collectively "Feedback") about the API, then we may use such information for any purpose and without obligation or compensation to you. You also irrevocably assign to Sloan Marketplace, for no additional consideration, all right, title and interest in and to all Feedback, including, without limitation, all copyrights, patents, trade secrets, and other intellectual property rights associated with the Feedback, and you agree to execute all written instruments as may be necessary to perfect title to such intellectual property rights to Sloan Marketplace and generally to do all things necessary to aid Sloan Marketplace to obtain and enforce a patent or other form of legal protection for the intellectual property rights associated with the Feedback for no additional compensation (other than the coverage of reasonable expenses).

h. Non-Exclusivity

The Terms are non-exclusive. You acknowledge that Sloan Marketplace may develop products or services that may compete with any other products or services.

Section 3: Your API Clients

a. API Clients and Monitoring

The API is designed to help you develop or enhance your websites, programs and applications ("API Client(s)") so that there can be access to the Sloan Marketplace Subscription Services through your own network for remote monitoring and control of Sloan Marketplace IOT Products installed in commercial, government and higher-education facilities. YOU AGREE THAT SLOAN MARKETPLACE MAY MONITOR USE OF THE API TO ENSURE QUALITY, IMPROVE SLOAN MARKETPLACE PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THE TERMS. This monitoring may include Sloan Marketplace accessing and using your API Clients, for example, to identify security issues that could affect Sloan Marketplace or its users. You will not interfere with this monitoring. Sloan Marketplace may use any technical means to overcome such interference. Sloan Marketplace may suspend access to the API by you or your API Client without notice if we reasonably believe that you are in violation of the Terms.

b. Security

You will use all reasonable efforts to protect any user information collected by your API Clients, including personally identifiable information ("PII"), from unauthorized access or use and will promptly report to your users any unauthorized access or use of such

information to the extent required by applicable law.

c. Ownership

Sloan Marketplace does not acquire ownership in your API Clients, and by using our API, you do not acquire ownership of any rights in our API or the content that is accessed through our API.

d. User Privacy and API Clients

You will comply with all applicable privacy laws and regulations including those applying to PII. You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client what user information you collect and how you use and share such information with Sloan Marketplace and third parties.

Section 4: Prohibitions and Confidentiality

a. API Prohibitions

When using the API, you may not (or allow those acting on your behalf to):

- 1.Sub-license the API for use by a third party. Consequently, you will not create an API Client that functions substantially the same as the API and offer it for use by third parties.
- 2.Create any means that enables one to obtain access to or interpret the Sloan Marketplace Product Data (defined in Section 6(c) of the Sloan Marketplace [Terms of Service](#) SC Argus™ Software-as-a-Service, or its data structure.
- 3.Perform an action that results in introducing to Sloan Marketplace products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
- 4.Defame, abuse, harass, stalk, or threaten others.
- 5.Interfere with or disrupt the API or the products, servers or networks providing the API.
- 6.Promote or facilitate unlawful online gambling or disruptive commercial messages or advertisements.
- 7.Reverse engineer or attempt to extract the source code from the API or any related software, except to the extent that this restriction is expressly prohibited by applicable law.
- 8.Use the API for any activities where the use or failure of the API could lead to death, personal injury or damage.
- 9.Remove, obscure, or alter any Sloan Marketplace terms of service or any links to or notices of those terms.

b. Confidential Matters

- 1.Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials.
- 2.Our communications to you and our API may contain Sloan Marketplace confidential information. Sloan Marketplace confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without Sloan Marketplace's prior written consent. Sloan Marketplace confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose Sloan Marketplace confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

Section 5: Content

a. Content Accessible Through our API

Our API may contain some third-party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. We may sometimes review content to determine whether it is illegal or violates our policies or the Terms, and we may remove or refuse to display content. Finally, content accessible through our API may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted by law. Your access to the content provided by the API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

b. Submission of Content

The API may allow the submission of content. Sloan Marketplace does not acquire any ownership of any intellectual property rights in the content that you submit to our API through your API Client, except as expressly provided in the Terms or the Sloan Marketplace Terms of Service SC Argus™ Software-as-a-Service. For the sole purpose of enabling Sloan Marketplace to provide, secure, and improve the API (and the related service(s)) and only in accordance with the Sloan Marketplace [Privacy Policy](#), you hereby grant Sloan Marketplace a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to Use content submitted, posted, or displayed to or from the API through your API Client. "Use" means use, host, store, modify, communicate, and publish. Before you submit content to our API through your API Client, you will ensure that you have the necessary rights (including the necessary rights from your authorized users) to grant us the license. Notwithstanding anything to the contrary, this Section 5(b) does not apply to any of the Product Data that is solely owned by Sloan Marketplace pursuant to Section 6(c) of the Sloan Marketplace Terms of Service SC Argus™ Software-as-a-Service.

c. Retrieval of Content

When a user's non-public content is obtained through the API, you may not expose that content to other users or to third parties without explicit opt-in consent from that user.

d. Prohibitions on Content

Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your authorized users or others acting on your behalf to do the following with content returned from the API:

1. Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
2. Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;
3. Misrepresent the source or ownership; or
4. Remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

Section 6: Brand Features; Attribution

a. Brand Features

"Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Except where expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party's Brand Features. All use by you of Sloan Marketplace's Brand Features (including any goodwill associated therewith) will inure to the sole benefit of Sloan Marketplace.

b. Attribution

You agree to display any attribution(s) required by Sloan Marketplace as described in the documentation for the API. Sloan Marketplace hereby grants to you a revocable, nontransferable, non-sublicensable, nonexclusive license while the Terms are in effect to display Sloan Marketplace's Brand Features for the purpose of promoting or advertising that you use the API. You must only use the

Sloan Marketplace Brand Features in accordance with the Terms and for the purpose of fulfilling your obligations under this Section. In using Sloan Marketplace's Brand Features, you must follow any [Sloan Brand Guidelines](#) that further restrict the use of such Brand Features. You understand and agree that Sloan Marketplace has the sole discretion to determine whether your attribution(s) and use of Sloan Marketplace's Brand Features are in accordance with the above requirements and guidelines.

c. Publicity

You will not make any statement regarding your use of the API which suggests partnership with, sponsorship by, or endorsement by Sloan Marketplace without Sloan Marketplace's prior written approval.

d. Promotional and Marketing Use

In the course of promoting, marketing, or demonstrating the API you are using and the associated Sloan Marketplace products, Sloan Marketplace may produce and distribute incidental depictions, including screenshots, video, or other content from your API Client, and may use your company or product name. You grant us all necessary rights for the above purposes.

Section 7: Privacy and Copyright Protection

a. Sloan Marketplace Privacy Policy

By using our API, Sloan Marketplace may use submitted information in accordance with the Sloan Marketplace [Privacy Policy](#).

b. Sloan Marketplace DMCA Policy

We provide information to help copyright holders manage their intellectual property online, but we can't determine whether something is being used legally or not without their input. We respond to notices of alleged copyright infringement and terminate accounts of repeat infringers according to the process set out in the U.S. Digital Millennium Copyright Act. If you think somebody is violating your copyrights and want to notify us, you can send us a DMCA compliant notice to compliance@sloan.com.

Section 8: Termination

a. Termination

You may stop using our API at any time with or without notice. Further, if you want to terminate the Terms, you must provide Sloan Marketplace with prior written notice by contacting us at customerservice@SloanMarketplace.com and upon termination, cease your use of the applicable API. Sloan Marketplace reserves the right to discontinue the API or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

b. Your Obligations Post-Termination

Upon any termination of the Terms or discontinuation of your access to the API, you will immediately stop using the API, cease all use of the Sloan Marketplace Brand Features, and delete any cached or stored content that was permitted by the cache header under Section 5. Sloan Marketplace may independently communicate with any account owner whose account(s) are associated with your API Client and developer credentials to provide notice of the termination of your right to use the API.

c. Surviving Provisions

When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to: Sections 4b, 5, 8, 9, and 10.

Section 9: Liability for our API

a. WARRANTIES

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER SLOAN MARKETPLACE NOR ITS SUPPLIERS OR VENDORS MAKE ANY SPECIFIC PROMISES ABOUT THE API. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED

THROUGH THE API, THE SPECIFIC FUNCTIONS OF THE API, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE API "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

b. LIMITATION OF LIABILITY

WHEN PERMITTED BY LAW, SLOAN MARKETPLACE, AND SLOAN MARKETPLACE'S SUPPLIERS AND VENDORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR LOSS OF OR CORRUPTION OF DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF SLOAN MARKETPLACE, AND ITS SUPPLIERS AND VENDORS, FOR ANY CLAIM UNDER THE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE API (OR, IF WE CHOOSE, TO SUPPLYING YOU THE API AGAIN) DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY OR FIVE HUNDRED DOLLARS (\$500), WHICHEVER IS LOWER.

IN ALL CASES, SLOAN MARKETPLACE, AND ITS SUPPLIERS AND VENDORS, WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

c. Indemnification

Unless prohibited by applicable law, you will defend and indemnify Sloan Marketplace and its respective directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:

1. Your misuse or your authorized user's misuse of the API;
2. Your violation or your authorized user's violation of the Terms or the Sloan Marketplace Terms of Service SC Argus™ Software-as-a-Service; or
3. Any content or data routed into or used with the API by you, those acting on your behalf, or your authorized users.

Section 10: General Provisions

a. Modification

We may unilaterally modify the Terms or any portion thereof to at any time, to among other reasons, reflect changes to the law or changes to our API. You should look at the Terms regularly. We'll post notice of modifications to these Terms available at [API Terms of Use](#), within the documentation for the API, and/or otherwise on the <https://www.sloan.com> web site. All modifications, including any modifications addressing new functions for the API or modifications made for legal reasons will be effective immediately unless otherwise stated in the notice. If you do not agree to the modified Terms for the API, you should discontinue your use of the API. Your continued use of the API constitutes your acceptance of the modified Terms.

b. Miscellaneous

We each agree to contract in the English language. If we provide a translation of the Terms, we do so for your convenience only and the English Terms will solely govern our relationship. The Terms do not create any third-party beneficiary rights or any agency, partnership, or joint venture. Nothing in the Terms will limit either party's ability to seek injunctive relief. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control. If you do not comply with the Terms, and Sloan Marketplace does not take action right away, this does not mean that Sloan Marketplace is giving up any rights that it may have (such as taking action in the future). If it turns out that a particular term is not enforceable, this will not affect any other terms. The Terms are the entire agreement between you and Sloan Marketplace relating to its subject and supersede any prior or contemporaneous agreements on that subject.

You agree that except as provided for in Section 15(b) of the Sloan Marketplace Terms of Service SC Argus™ Software-as-a-Service, any dispute, claim or controversy involving this API Use Agreement shall be resolved through binding arbitration in accordance with Section 13 of the Sloan Marketplace [Terms of Service](#) SC Argus™ Software-as-a-Service. This API Use Agreement shall be governed by the laws of the State of Illinois, without reference to its principles of conflicts of law. The parties consent to exclusive jurisdiction in Cook County, Illinois for any dispute arising from the terms and conditions of this API Use Agreement, except for such disputes, claims or controversies that are required to be arbitrated as set forth in the Arbitration Agreement in Section 13 of the Sloan Marketplace [Terms of Service](#) SC Argus™ Software-as-a-Service. The parties waive their right to have an action under this API Use Agreement brought or filed elsewhere.

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