Degree, Inc., dba Lattice (hereinafter "**Lattice**") understands that every tech stack is different and designed to work for your business. Lattice's application programming interfaces ("**Lattice API**") expand integration opportunities for Lattice customers across their tech stack, enabling customers to maximize connectivity in ways that deliver the most value and providing developers a resource to integrate their software applications and programs with Lattice products for the benefit of our mutual customers. These Lattice API Terms of Use ("**API Terms**") describe how Lattice customers and developers may access and use the Lattice API as well as any documents or materials downloaded or provided in association therewith ("**API Resources**"). The Lattice API and API Resources may be referred to individually throughout these API Terms, or collectively as the Lattice API. Further, as used herein, the terms "we", "us", and "our(s)" are used to refer to Lattice, and the terms "you" and "your(s)" are used to refer to Licensee (as defined below).

BY CLICKING "ACCEPT", "AGREE", OR ANY SIMILAR LANGUAGE OF ACCEPTANCE ASSOCIATED WITH THESE API TERMS, OR BY DOWNLOADING, ACCESSING, OR USING THE LATTICE API OR ANY API RESOURCES, YOU, ACTING ON BEHALF OF AND WITH THE AUTHORITY TO BIND THE ENTITY OR LATTICE THAT YOU REPRESENT (THE "**LICENSEE**"), ARE UNCONDITIONALLY CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THESE API TERMS. YOUR CONTINUED USE OF THE LATTICE API OR ANY API RESOURCES WILL ALSO CONSTITUTE YOUR ASSENT TO THESE API TERMS. FURTHER, LATTICE RESERVES THE RIGHT TO AMEND THESE API TERMS AT ANY TIME, IN ITS SOLE DISCRETION, AND YOUR CONTINUED USE OF THE LATTICE API OR ANY API RESPOURCES AFTER ANY SUCH AMENDMENT WILL CONSTITUTE YOUR ASSENT TO THESE API TERMS AS AMENDED. IF YOU DO NOT UNCONDITIONALLY AGREE TO ALL OF THE TERMS AND CONDITIONS OF THESE API TERMS DO NOT ACCESS OR USE THE LATTICE API OR API RESOURCES.

1. **Accessing the Lattice API; Limited License.** The Lattice API may be configured by Lattice to support existing integrations. In some cases, Lattice may permit use of the Lattice API by providing you with a Lattice API "Key", which you can obtain through the process described by Lattice, as may be updated from time to time. Use of the Lattice API and API Keys is intended for the benefit of Licensees who are Lattice customers or developers, is expressly conditioned upon compliance with these API Terms, and at all times is subject to Lattice's approval, which we may grant or deny in our sole discretion. Upon granting such approval, we grant you a limited, revocable, non-exclusive, non-assignable, non-transferable license under Lattice's intellectual property rights to use the Lattice API to develop, test, support, and use integrations developed for use with the Lattice API within your tech stack if you're a Lattice customer, or for the purpose of connecting or integrating your software application or program with Lattice products if you are a developer. You must use the Lattice API Key as your sole means of accessing the Lattice API, and you are solely responsible for keeping your Lattice API Key and all Lattice log-in information secure.

2. **Scope of Lattice API Access and Use.** Access to the Lattice API is intended to enable Lattice customers and developers to easily and efficiently integrate Lattice services with other applications that they use or provide, and at all times in accordance with the Lattice Terms of Service or other written agreement between your and Lattice, as may be applicable, and these API Terms (each a "**Permitted Use**").
Restricted Uses. Your use of the Lattice API must be in a manner such that it is programmed so as to not cause too many API requests to be made in too short a period of time, as determined by Lattice in its sole discretion. In the event the Lattice API is programmed in a way that results in too many calls too frequently, Lattice reserves the right to throttle the API connection, or suspend or terminate access to the Lattice API as well as any Lattice account associated therewith. In addition, the following is a non-exhaustive list of other uses of the Lattice API that are not Permitted Uses (each a "**Restricted Use**"):

   - using the Lattice API to impersonate any other person or entity;

   - falsely stating or implying that you are associated with another person or entity in relation to actual or requested use of or access to the Lattice API;

   - using another individual's or entity's Lattice API access to show their data to a different individual or entity;

   - sharing your Lattice API Key with a third party absent express written authorization from Lattice, including without limitation for a third party to retrieve data from Lattice on a customer's behalf;

- using the Lattice API in any application or system that includes adult content, promotes gambling, involves the sale of tobacco or alcohol to persons under 21 years of age, or otherwise violates any applicable law or regulation, including without limitation any applicable export control law;

- using the Lattice API to retrieve data to aggregate it with third party search results, or otherwise process the retrieved data in such a manner that it cannot be attributed to Lattice;

- submission of or linking to any data through the Lattice API that: (a) misappropriates or infringes or the intellectual property or other rights of any person or entity; (b) Interferes with the operation of the Lattice services, Lattice API, or its purpose as described within any API Resources; (c) violates any individual's or third party's privacy or publicity rights; (d) breaches any duty of confidentiality, nondisclosure, or usage restriction that you owe to any person or entity; (e) provides any Confidential information about Lattice, Lattice customers, or any other person or entity without authorization; (f) is, in Lattice's sole judgment, harassing, defamatory, abusive, lewd, pornographic, obscene, or otherwise objectionable; (g) contains or installs any viruses, worms, bugs, Trojan horses, malware or other code, files, or programs designed or having the capability to disrupt, damage or limit the functionality of any software or hardware; (h) contains false or deceptive language, unsubstantiated or comparative claims regarding Lattice's products or services, advertising, commercial referrals, spam, chain letters, or any other solicitation, including solicitation of lawsuits;

- use of data processed through the Lattice API beyond what is described within the written guidelines as may be provided by Lattice from time to time, or beyond what is specifically agreed and required within the scope of the integration for which the Lattice API is or is intended to be used;

- use of the Lattice API with any Lattice services, customer systems, or other data migration tool to insert content into the Lattice services beyond what is recommended or permitted by Lattice;

- use of the Lattice API with any Lattice services, Customer Content or other data retrieved through the Lattice API to develop, improve, or populate a third-party integration or application without written authorization from Lattice (all integrations or applications that are built using the Lattice API are subject to Lattice's approval, and must follow any written guidelines as may be provided by Lattice from time to time);

- distribution of or allowing access to data obtained through a Lattice API to anyone other than the person or entity on whose behalf you agreed to these Terms, or creation of an alternative application programming interface that enables access to content or data in the Lattice services;

- implementing features or business practices that use the Lattice API in a manner that may reasonably harm the professional reputation, relationships, or professional ecosystem of Lattice or Lattice customers.

Upon Lattice's request, you agree to cooperate with Lattice in verifying your compliance with these API Terms, including without limitation the Permitted Uses and Restricted Uses described herein, by providing us with information about any integrations or applications for which you actually or intend to use a Lattice API, which may also include access to integrations, applications, or other materials related to your use of a Lattice API.

3. **Test Accounts.** You may maintain no more than two (2) Lattice test accounts for purposes of using the Lattice API for development and testing. The accounts must be created manually and not via scripts or any other automated means. Further, test accounts may not interact with non-test accounts or production or live accounts in other applications, nor may they override the Lattice API call limits.

4. **Support and Modifications.** Lattice may, but is not obligated to, provide you with support or modifications for the Lattice API in our sole discretion, and we may stop providing support or modifications to you at any time without notice or liability to you. Further, we may release subsequent or additional versions of the Lattice API and require that you use such versions. In such an event, where reasonably possible we will maintain backward compatibility of the Lattice API, but will

expect all Lattice API users to embrace a proactive approach toward use of the most current version. Your continued use of any Lattice API following a subsequent release will be deemed to constitute your acceptance of any modifications or additions.

You agree to report to Lattice any errors or difficulties discovered with the Lattice API as well as the characteristic conditions and symptoms of any such errors and difficulties. If you use the Lattice API to develop an integration to enable Lattice customers to integrate Lattice products with one or more of your software products or applications, you understand and agree (a) that the use of such integration to connect to a Lattice product is subject to Lattice's sole approval, which Lattice may withhold for any reason or no reason, and if listed or displayed on an integrations web page or similar platform or asset maintained or controlled by Lattice, such listing or display may be removed by at any time, in Lattice's sole discretion, and without notice to you, and (b) that you will maintain and support any such integration at your sole cost and expense.

5. **Proprietary Rights.** As between the parties, Lattice owns all rights, title, and interest in and to the APIs and to all output and executables of the APIs, excluding any Customer Content (as defined in the Lattice Terms of Service) that may be contained therein, and, subject to the foregoing, if you use the Lattice API to develop an integration between your software applications and programs and Lattice products, as between you and Lattice, you own all rights, title, and interest in and to your software applications and programs. Except to the limited extent expressly provided in these API Terms, neither party grants, and the other party will not acquire, any right, title or interest (including, without limitation, any implied license) in or to any property of the first party. All rights not expressly granted herein are deemed withheld.

6. **License to use Party Marks**. If you use a Lattice API to develop an integration between your software applications or programs with Lattice products, Lattice grants you a limited, revocable, royalty-free, non-exclusive, non-transferable, non-sublicensable license during the term of these API Terms to use, solely for the promotion of the integration of your software applications or programs with Lattice products, including as applicable their inclusion in Lattice's integrations directory, Lattice's name, logo, and registered trademarks ("**Lattice Marks**") in accordance with Lattice's trademark and logo use guidelines, which will be provided upon request. The foregoing license does not grant rights to use any of Lattice's trademarks that are not publicly identified by Lattice as available for use. Subject to the terms set forth in this Section, you grant Lattice a limited, revocable, royalty-free, non-exclusive, license during the term of these API Terms to use your company name, software or application name(s), and any logos or trademarks associated therewith ("**Developer Marks**") in any jurisdiction in which you have acquired and/or acquire rights, solely for: (i) referring to your software and application(s) that integrate with Lattice products, and in Lattice's promotional materials, and (ii) the promotion of your software and applications that integrate with Lattice products. Neither party shall make any express or implied statement or suggestion, or use the other party's marks in any manner, that dilutes, tarnishes, degrades, disparages or otherwise reflects adversely on the other party or its business, products or services. Each party shall cease, or adjust the manner of, its use of any of the marks of the other party at the written request of the other party in its sole discretion.

7. **Confidentiality**. The Lattice API (including, without limitation, all improvement, derivatives, modifications and the like) constitutes Lattice's confidential information ("**Confidential Information**"). You hereby agree (i) to hold the Confidential Information in confidence and to take reasonable precautions to protect such Confidential Information (including, without limitation, all precautions you employ with respect to your own confidential materials), (ii) not to divulge any Confidential Information to any third person (except consultants, subject to the conditions stated below), (iii) not to use any Confidential Information except for the purposes set forth in these API Terms, and (iv) not to copy or reverse engineer any Confidential Information. Any employee or consultant given access to the Confidential Information must have a legitimate "need to know" and will be similarly bound in writing. You acknowledge and agree that due to the unique nature of Lattice's Confidential Information, there can be no adequate remedy at law for any breach of your obligations hereunder and therefore, that upon any such breach or any threat thereof, Lattice will be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

8. **Indemnity**. You agree to defend, indemnify and hold harmless Lattice and Lattice's directors, offers and employees from and against any and all third party claims, losses, liabilities, awards and costs (including reasonable attorneys' fees and expenses) arising out of or related to (a) your use of the Lattice API other than in strict accordance with these API Terms; (b) any data or emails passed through to Lattice in connection with your use of any Lattice API; (c) your violation of any

applicable law; (d) your breach of these API Terms; or (e) any violation, infringement or misappropriation of any law or third-party right (including intellectual property, property, privacy or publicity rights) by you. LATTICE WILL HAVE NO LIABILITY IN CONNECTION WITH, AND YOU SHALL INDEMNIFY, DEFEND AND HOLD LATTICE HARMLESS WITH RESPECT TO, YOUR FAILURE TO PROVIDE NOTICES REQUIRED BY APPLICABLE LAW TO YOUR END USERS REGARDING YOUR PRIVACY PRACTICES OR FOR LATTICE'S COLLECTION, USE, OR DISCLOSURE OF DATA ARISING FROM YOUR USE OF THE LATTICE API.

9. **Warranty Disclaimer**. THE LATTICE API IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LATTICE DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE LATTICE API, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INTERFERENCE WITH QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FURTHER, LATTICE DISCLAIMS ANY WARRANTY THAT USE OF THE LATTICE API BY YOU WILL BE UNINTERRUPTED OR ERROR FREE.

10. **Limitation of Liability**. UNDER NO CIRCUMSTANCES WILL LATTICE'S COLLECTIVE TOTAL LIABILITY ARISING OUT OF THESE API TERMS EXCEED $100. LATTICE WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES RELATED TO THESE API TERMS, EVEN IF LATTICE IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF WHETHER (a) A CLAIM AGAINST LATTICE IS BASED ON CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY, (b) LATTICE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES, OR (c) THE LIMITED REMEDIES PROVIDED IN THIS SECTION FAIL OF THEIR ESSENTIAL PURPOSE.

11. **Termination**. These API Terms will continue until terminated as set forth in this section. Either party may terminate these API Terms at any time. Additionally, Lattice reserves the right at any time in its sole discretion without liability to you or any third party to modify, suspend, or terminate your API access. Any termination of these API Terms will also terminate the licenses granted hereunder. Upon termination of these API Terms for any reason, you will destroy and remove from all computers, hard drives, networks, and other storage media all copies of Lattice's Confidential Information, and will so certify to Lattice that such actions have occurred. Sections 5 through 10 will survive termination of these API Terms.

12. **General**. These API Terms will be governed by and construed under the laws of the State of California without giving effect to the principles of conflicts of law and without application of the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising in connection with these API Terms will be subject to the sole and exclusive jurisdiction and venue of the state and Federal courts located in San Francisco, California. The prevailing party in any action arising out of these API Terms will be entitled to an award of its costs and attorneys' fees. No waiver of rights under these API Terms by either party will constitute a subsequent waiver of any right under these API Terms and all waivers must be in writing. In the event that any term of these API Terms is held by a court to be unenforceable, such provision will be limited or eliminated to the minimum extent necessary so that these API Terms will otherwise remain in full force and effect and enforceable. You may not assign or transfer these API Terms (or any part hereof) without the prior written consent of Lattice. Lattice will have the right to freely assign or otherwise transfer these API Terms (in whole or part). All notices required or permitted under these API Terms will be in writing and will be sent (i) if to Lattice: legal@lattice.com, and if to Licensee: such email address as you provide to Lattice upon registering for the API, via updates through the Lattice service, via the email address associated with your Lattice account, test accounts, or as otherwise may be described under your Lattice Terms of Service. These API Terms are the complete agreement between the parties hereto concerning the subject matter of these API Terms and replaces any prior oral or written communications between the parties with respect thereto.