

## HCSS API Sandbox Agreement

This HCSS API Sandbox Agreement (this “**Agreement**”) is made by and between Heavy Construction Systems Specialists, LLC (“**HCSS**”) and you. This Agreement governs your use of the HCSS API sandbox environment (the “**Sandbox**”). As part of your access to and use of the Sandbox, you acknowledge that you have read, understood, and agree to all the terms of this Agreement as well as any Terms of Service, Privacy Policy, and API documentation maintained by HCSS, which are expressly incorporated into this Agreement.

By clicking the agreement checkbox or otherwise electronically indicating acceptance or by accessing or using the Sandbox, you agree that your use of the Sandbox is subject to the terms and conditions set forth in this Agreement. If you do not agree to the terms and conditions of this Agreement, please do not access or use the Sandbox.

### 1. **SANDBOX**

The Sandbox is a test environment with limited functionality. You acknowledge and agree that: (i) you must create an account with HCSS to access the Sandbox; (ii) the Sandbox and the data contained in the Sandbox may only be used by you for developing and testing purposes as set forth in Section 3 of this Agreement; and (iii) you will not use the Sandbox or any HCSS data in the Sandbox for any other purpose. HCSS makes no promises or claims related to the availability or uptime of the Sandbox. HCSS does not commit to make available anything developed or built in the Sandbox and reserves the right to deny the use of any technology developed or built in the Sandbox.

### 2. **YOUR ACCOUNT**

2.1. **Creation of Account.** In order to use the Sandbox, you must create an account with HCSS (“**HCSS Account**”). Your use of the HCSS Account is subject to HCSS’s Terms of Service.

2.2. **HCSS Account Data and Privacy.** Any information you provide to HCSS via your HCSS Account is subject to HCSS’s Privacy Policy. All information you submit must be accurate and up to date. HCSS may use the information you provide to contact you about HCSS’s relevant content, products, services, and information about or changes to the HCSS’s services and products. You may unsubscribe from these communications at any time.

2.3. **HCSS Account Requirements.** When you use the Sandbox, you must comply with the technical documentation, usage guidelines, call volume limits, and other documentation maintained at HCSS’s Developer Portal (<https://developer.hcssapps.com/getting-started>) or otherwise made available (together, the “**Developer Documentation**”, which are expressly incorporated into this Agreement). In the event of any conflict between the Developer Documentation and this Agreement, this Agreement shall control. You will be issued access credentials to access the Sandbox. You must keep your access credentials confidential and secure, and not permit any third party to access the Sandbox or the HCSS APIs using your access credentials. You are responsible and liable for the acts and omissions of any person that accesses the Sandbox or HCSS APIs using your access credentials as if those acts and omissions were your own. You may not assign or transfer your HCSS Account or the rights under this Agreement to any other person without HCSS’s prior written consent.

### 3. INTELLECTUAL PROPERTY

**3.1. HCSS Ownership.** HCSS owns and reserves all right, title, and interest in and to the Sandbox, HCSS APIs (as defined below) and all HCSS Content (as defined below). No rights are granted to you other than as expressly set forth in this Agreement. “**HCSS APIs**” means a set of application programming interfaces and standards for accessing HCSS’s services, products, and the Sandbox. “**HCSS Content**” means the content and data that HCSS makes available at HCSS’s discretion in connection with the Sandbox and this Agreement.

**3.2. License to Sandbox, HCSS APIs, and HCSS Content.** Subject to your continued compliance with the terms of this Agreement, HCSS grants you a limited, non-exclusive, non-sublicensable, non-transferable, revocable license during the Term of this Agreement to: (i) access and use the Sandbox and HCSS APIs solely for developing and testing API integrations in accordance with the terms and conditions set forth in this Agreement; and (ii) use the HCSS Content solely in connection with your permitted use of the Sandbox and HCSS APIs.

**3.3. Conditions of Use.** You understand and agree that: (i) you will not upload, store, or transmit any personal data in the Sandbox; (ii) you are solely responsible for the security of data residing on your servers or your third party’s servers; (iii) HCSS has no obligation to maintain test data on its servers and may delete data from the Sandbox on regular intervals without notice; (iv) the Sandbox may not be accessed for any benchmarking or competitive purposes; (v) load testing the Sandbox is not permitted; (vi) HCSS will not monitor or validate any information submitted or uploaded to the Sandbox; and (vii) HCSS may delete the Sandbox without notice to you. You will not, and will not permit any third party to: (a) disassemble, decompile, reverse engineer, modify, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Sandbox or HCSS APIs or any software, documentation, or data related to the Sandbox or HCSS APIs; (b) modify, translate, or create derivative works based on the Sandbox or HCSS APIs for any purpose other than developing and testing API integrations pursuant to this Agreement; (c) use the Sandbox, HCSS APIs, and HCSS Content for any purpose other than developing and testing API integrations pursuant to this Agreement and in compliance with all applicable laws and regulations; or (d) use the Sandbox or HCSS APIs to develop, store, or transmit data that infringe or violate a third party’s privacy right or intellectual property right.

**3.4. License to Your Intellectual Property.** You grant HCSS a worldwide, non-exclusive, fully paid-up, royalty-free, irrevocable license to use your intellectual property as required to give effect to and perform the activities contemplated by this Agreement and as reasonably necessary for HCSS to continue to supply, maintain, and improve HCSS’s services.

### 4. YOUR REPRESENTATIONS AND WARRANTIES

By using the Sandbox, HCSS APIs, and HCSS Content, you represent and warrant that: (i) if you are using the Sandbox for a company or other legal entity or are entering into this Agreement on behalf of a company or other legal entity, you have the authority to bind such legal entity and its affiliates to this Agreement, in which case the term “you” shall refer to such legal entity; (ii) you will not upload, store, or transmit any personal data in the Sandbox; (iii) you have all necessary licenses, permissions, and consents required to lawfully use the Sandbox and develop and test API integrations; (iv) your

submission of any material, data, or intellectual property and the use of the material, data, or intellectual property through the Sandbox will not infringe or violate a third party's privacy right or intellectual property right; (v) you will be responsible for the accuracy, quality, and legality of any data and information provided to HCSS or used in the Sandbox; and (vi) you will strictly comply with this Agreement, all applicable laws, and industry standards.

## **5. HCSS'S DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

THE SANDBOX, HCSS APIS, AND HCSS CONTENT ARE PROVIDED "AS IS". HCSS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, TO YOU OR TO ANY THIRD PARTY.

## **6. CONFIDENTIALITY**

**6.1. Definition of Confidential Information.** "Confidential Information" means all nonpublic, confidential, or proprietary information disclosed by HCSS to you, whether orally or in writing or via electronic means, that is marked as "confidential" or that should be reasonably understood to be confidential. Confidential Information includes, without limitation, the Sandbox, HCSS APIs, HCSS Content, all tokens and other log-in credentials supplied by HCSS to you. The terms of this Agreement will also be deemed Confidential Information. Confidential Information does not include information that: (i) is publicly available as of the Effective Date (as defined below) or becomes publicly available thereafter through no fault of you; (ii) you rightfully possessed the information before it was received from HCSS; or (iii) is subsequently furnished to you by a third-party without restrictions on disclosure.

**6.2. Confidentiality Obligations.** HCSS retains all ownership rights in and to its Confidential Information. You agree to hold HCSS's Confidential Information in confidence using the same degree of care you use to keep confidential your own confidential information, but in no event less than reasonable care. You agree not to use HCSS's Confidential Information other than as necessary to use the Sandbox and HCSS APIs as contemplated in this Agreement. You agree to cease use of and, as applicable, return all Confidential Information at HCSS's request.

## **7. INDEMNIFICATION**

You shall indemnify, defend, and hold harmless HCSS against any third-party claims, suits, or demands (including legal fees) made or incurred by any third party due to or arising out of your: (i) breach of this Agreement; (ii) violation of law; or (iii) infringement or violation of a third party's right relating to your use of the Sandbox or the data contained therein.

## **8. LIMITATION OF LIABILITY**

IN NO EVENT (INCLUDING NEGLIGENCE) WILL HCSS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, LOST PROFITS, PUNITIVE DAMAGES OR "COSTS OF COVER" ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE SANDBOX, HCSS APIS, HCSS CONTENT, OR HCSS'S SERVICES AND PRODUCTS. THE MAXIMUM AGGREGATE LIABILITY OF HCSS TO YOU, UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY, ARISING OUT OF OR RELATING TO THIS AGREEMENT WILL NOT EXCEED \$500.00.

## 9. TERM AND TERMINATION

This Agreement shall begin on the day you click the agreement checkbox or otherwise electronically indicate acceptance of this Agreement or access or use the Sandbox (the “**Effective Date**”) and shall continue in effect until terminated by either party. Each party may terminate this Agreement immediately at any time and for any reason upon written notice to the other party. HCSS may immediately terminate this Agreement without written notice to you if you fail to maintain a valid and active HCSS Account or if your Sandbox remains inactive for thirty (30) consecutive calendar days. Upon termination of this Agreement, you will immediately stop using the Sandbox, HCSS APIs, and HCSS Content.

## 10. GENERAL

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of laws provisions therein, and the parties agree to be subject to the jurisdiction of the courts in the State of Texas in the event a suit is commenced in connection with this Agreement. A decision by any court of competent jurisdiction invalidating or holding unenforceable any part of this Agreement will not affect the validity and enforceability of any other part of this Agreement. Your use of the Sandbox and HCSS APIs is non-exclusive, and HCSS and other developers may develop products or services that may compete with or provide similar functionality to your products or services. Each party will perform its obligations under this Agreement as an independent contractor, not as the other party’s employee, partner, or agent. There are no third-party beneficiaries to this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. All remedies hereunder are cumulative, and the exercise by any party of any rights hereunder will not preclude such party from pursuing any additional remedies available to it under this Agreement, or any other legal or equitable rights afforded to such party. The failure of either Party to require the performance of any term or condition of this Agreement will not prevent any subsequent enforcement of such term or condition, nor will it be deemed a waiver of any subsequent breach. HCSS reserves the right, at HCSS’s sole discretion, to change the terms of this Agreement at any time. Please check the terms of this Agreement periodically for changes. HCSS will inform you of any material changes to this Agreement, and you may terminate this Agreement in accordance with Section 9 if any changes are unacceptable to you. This Agreement contains the entire agreement between the parties relating to the subject matter hereof. Sections 3, 4, 5, 6, 7, 8, and 10 shall survive the termination of this Agreement.