



RouteLink Sandbox User Agreement

This RouteLink Sandbox User Agreement (this “Agreement”) is a contract between you and Somos, Inc. and applies to your use of the RouteLink Developer Sandbox (<https://routelink.somos.com>).

As part of your registration, access and use of the RouteLink Developer Sandbox you acknowledge that you have read, understood and agree to all terms of this Agreement. If you do not agree to these terms and conditions, then you must immediately cease any use of the RouteLink Developer Sandbox.

We may amend this Agreement at any time by posting a revised version on our website. Any revised versions will be effective at the time of posting. The posting of any change that we deem as substantial will be accompanied by a prior notice sent to the email you provided during your registration. The notice will be sent 30 days prior to the posting of any substantial change.

In this Agreement, "you" or "your" means any person or entity using the RouteLink Developer Sandbox. Unless otherwise stated, “Somos,” “we,” or “our” refer collectively to Somos, Inc.

The Sandbox Service

Test Environment. The RouteLink Developer Sandbox is a test environment. When using the RouteLink Developer Sandbox you may only use the data provided in the RouteLink Developer Sandbox. Any call routing transactions made in the RouteLink Developer Sandbox are simulations only and no routing of calls will occur. You acknowledge and agree that (i) the RouteLink Developer Sandbox does not contain actual routing data, (ii) the RouteLink Developer Sandbox and the data contained in the RouteLink Developer Sandbox may only be used for testing purposes related to developing applications that interact with RouteLink and (iii) you will not use the RouteLink Developer Sandbox, or the data contained therein, for any other purpose. We make no promises or claims related to the availability or uptime of the RouteLink Developer Sandbox.

“AS IS” with No Warranty. The RouteLink Developer Sandbox is provided "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY.

Indemnification. In the event of claim, suit or demand (including legal fees) made or incurred by any third party due to or arising out of your breach of this Agreement, or your violation of any law or the rights of a third party relating to your use of the RouteLink Developer Sandbox or the data contained therein you agree to indemnify and hold Somos, Inc., including its officers, directors and employees, harmless.

Limitation of Liability. IN NO EVENT WILL WE BE LIABLE FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE ROUTELINK DEVELOPMENT SANDBOX, OUR SERVICE, OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE). OUR LIABILITY TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE AMOUNT OF DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED \$500.00.

Rights and Licenses

Somos Ownership. We own and reserve all right, title, and interest in and to the RouteLink Developer Sandbox, the API (as defined below) and the Somos Content (as defined below). No rights are granted to you hereunder other than as expressly set forth herein. “API” means a set of programming instructions and standards for accessing the RouteLink service and the RouteLink Developer Sandbox provided to you by Somos. “Somos Content” means the content and data that we make available at our discretion in connection with the RouteLink Developer Sandbox, including routing data.

License to RouteLink Developer Sandbox, API and Somos Content. Subject to your continued compliance with the terms of this Agreement, and solely during the term of this Agreement, Somos grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to: (i) access and use the RouteLink Developer Sandbox and API solely for testing purposes related to developing applications that interact with RouteLink in accordance with the limitations set forth herein; and (ii) use the Somos Content solely in connection with your permitted use of the RouteLink Developer Sandbox and API.

License Restrictions. You will not, and will not permit any third party to: (i) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, or algorithms of the RouteLink Developer Sandbox or API, or any software, documentation or data related to the RouteLink Developer Sandbox or API; (ii) modify, translate, or create derivative works based on

the RouteLink Developer Sandbox or API for any purpose other than testing purposes related to developing applications that interact with RouteLink; (iii) use the RouteLink Developer Sandbox, API and Somos Content for any purpose other than testing related to developing applications that interact with RouteLink and other than in accordance with this Agreement and in compliance with all applicable laws and regulations.

Confidentiality

Definition. “Confidential Information” means information that is marked or otherwise identified as confidential. Somos’ Confidential Information includes the RouteLink Developer Sandbox, Somos Content, all routing data, tokens and other log-in credentials supplied by Somos to you, all non-public information regarding the operation of RouteLink and of Somos, all of Somos’ supporting software systems used in conjunction with RouteLink. Your Confidential Information includes all non-public information about your business, systems and procedures.

Confidentiality Obligations. Each of Somos and you agree to hold the other party’s Confidential Information in confidence and not to use it other than as necessary to perform the parties’ obligations under this Agreement. Each of Somos and you agree to return to the other all Confidential Information of the other party in its possession, custody or control upon termination of this Agreement. These confidentiality obligations shall not apply to information which (a) has entered the public domain except where such entry is the result of the receiving party’s breach of this Agreement; (b) prior to disclosure hereunder was already in the receiving party’s possession; or (c) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party.

Term

This Agreement shall begin on the date you first access the RouteLink Developer Sandbox and will continue until the expiration of your access to the RouteLink Developer Sandbox or until earlier terminated by either party.

Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws provisions therein, and the parties agree to be subject to the jurisdiction of the courts in the Commonwealth of Virginia in the event a suit is commenced in connection with this Agreement. In the event that any of the provisions of this Agreement shall be held by a court or other

tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. This Agreement contains the entire Agreement between the parties relating to the subject matter hereof. By your registration, access and use of the RouteLink Developer Sandbox you acknowledge that you have read, understood and agree to all terms of this Agreement.