

Any use of the Fixflo API is subject to the following Application Developer and API Licence Agreement:

1. This Application Developer and API License Agreement (the "Agreement") is by and between Tactile Limited registered in England with company number 08111417 ("Fixflo") and any user of the Fixflo API ("Licensee" or "you").
2. End users ("End Users") who subscribe to the Fixflo's products and services (the "Fixflo Services") for repair reporting and/or repair management may additionally be required to execute a separate services agreement governing their access to that resource (the "EULA").
3. By building applications that interact with the Fixflo Services or by using the Fixflo API (as defined below), including but not limited to requesting authentication credentials or making calls to the Fixflo API, you unconditionally consent and agree to be bound by and a party to this Agreement.
4. This Agreement sets forth the rules around use of the Fixflo Services, the Fixflo API, and content shared on Fixflo that is accessible (through the Fixflo API or otherwise) for application development. Our hope is to encourage a thriving ecosystem of applications built on top of Fixflo Services, balanced against protection of our network, our users, and our business. If you feel that we should make changes to this Agreement, or if you seek a waiver from certain provisions herein, please contact us at help@fixflo.com. You acknowledge and warrant that access to the Licensed Materials (as defined below) constitutes valuable consideration to the Licensee.

Use of Licensed Materials.

5. This Agreement governs your use of the following, all of which collectively are the "Licensed Materials", to develop applications: (a) Fixflo's application programming interface ("API") and any accompanying or related documentation, source code, executable applications and other materials (collectively, the "Fixflo API"), including, but not limited to, as made available through Fixflo's website (the "Fixflo Website"), as modified from time to time; and (b) any other content or material made available through the Fixflo API (the "Content").

Use of Fixflo Marks.

6. This Agreement also governs your use, and restrictions on such use, of Fixflo's name, trademarks, service marks, logos, trading as name and other branding made available for use in connection with the Licensed Materials (the "Fixflo Marks").

License.

7. Subject to the terms and conditions of this Agreement, including the restrictions set forth in the Section titled "Restrictions", Fixflo grants you a nonexclusive, non-transferable, nonsublicensable, worldwide, revocable right and license during the Term to: (a) use and make calls to the Fixflo API, and to make use of the Fixflo Services (and Licensed Materials accessible therefrom) to develop, implement and distribute software applications, services or products (the "Licensee Applications"); (b) use, reproduce, distribute, transmit, display and perform the Content, and modify (i.e., alter in any manner) the Content only to the extent necessary to format and display it through the Licensee Applications; and (c) use and display the Fixflo Marks only to identify that the Licensed Materials originate from the Fixflo Services. Licensee Applications do not include those applications that use or access the Fixflo API or Fixflo Services in order to monitor the availability, performance, or functionality of any of the Fixflo API or Fixflo Services, or for any other benchmarking or other competitive purposes.

Restrictions.

8. The licenses granted in the Section titled "License" are explicitly conditioned on your adherence to the following restrictions.

Compliance with this Agreement and Fixflo's Policies and Guidelines.

a. You must comply with this Agreement, the Fixflo Terms of Service, the Fixflo Privacy Policy and the Fixflo Trademark Guidelines (together, the "Fixflo Policies") in all uses of the Licensed Materials. If Fixflo believes, in its sole discretion, that you have violated or attempted to violate any term, condition, or the spirit of this Agreement, your license to and ability to use and access the Licensed Materials may be temporarily or permanently revoked, with or without notice.

Obtaining and Maintaining a Public ID and API Key.

b. In order to use the Fixflo API, you must first register your application with Fixflo in order for you to obtain a public application ID ("Public ID"). Using this Public ID the End User can create an API key ("API Key") that is unique to your application and that End User's instance of the Fixflo System. You will not share your API Key, will keep your API Key secure, and will use it as your sole means of accessing the Fixflo API.

No Substantial Replication.

c. You will not substantially replicate products or services offered by Fixflo, but are explicitly permitted to create specialised versions or extensions of such products or services. For example, you aren't permitted to replicate in whole or in part the Fixflo interfaces for repair reporting and/or repair management and/or dashboards and/or Fixflo mobile applications (if any), but may create specialised views of Content. In addition, you won't use the Licensed Materials or other information collected from users of Licensee Applications to create or maintain a separate repair reporting and/or repair management platform, or other similar product or service to the Fixflo Services.

No Marketplaces or Other Aggregators or Repositories of Code or Applications.

d. You aren't permitted to create any sort of marketplace or other aggregator or public repository (a "Marketplace") of code or applications that predominantly uses or collects the Licensed Materials or Licensee Applications. Examples of such Marketplaces include, but are not limited to extensions or plugins, and non-general purpose collections comprised solely of Licensee Applications. In addition, you must not participate in such prohibited Marketplaces.

No Export for the Purpose of Replication, Repackaging or Resale.

e. You won't, under any circumstances, export Content to a datastore intended to replicate, in whole or in part, Fixflo's datastore, nor will you repackage and/or resell the Licensed Materials, including any Content, in any manner, including but not limited to by offering access to the Licensed Materials through your own API. For the sake of clarity, this restriction is not intended to apply to Licensee Applications that may, at the request of a user, export such user's Content for the purposes of data portability.

No Compromising Fixflo Security.

f. You aren't permitted to use the Licensed Materials in any manner that does or could potentially undermine the security of the Fixflo Services or the Licensed Materials. In addition, you won't, and won't attempt to, (i) interfere with, modify or disable any features, functionality or security controls of the Fixflo Services or the Fixflo API (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Licensed Materials, or (iii) reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organisational form from the Fixflo Services or the Fixflo API.

Reporting Security Flaws and Unauthorised Access.

g. You will immediately report to Fixflo (by email to help@fixflo.com) any security flaws you discover in any of the Fixflo Services or the Licensed Materials. Fixflo reserves the right, in its sole discretion, to determine what constitutes a security flaw. You will also immediately report any actual or suspected unauthorised access to the Fixflo API using your credentials. Failure to report such flaws or unauthorised accesses, particularly prior to public disclosure, shall be considered a material breach of this Agreement.

No Phishing, Malware, or Identity Theft.

h. You will not publish or link to malicious content intended to damage, disrupt, compromise, or exploit a user's browser, computer, mobile (or other) device, or Fixflo account or to compromise a user's privacy in any manner. In addition, you won't collect, or try to collect, a user's Fixflo credentials, including but not limited to usernames or passwords.

No Spamming.

i. You won't use the Fixflo Services or Fixflo API and won't create Licensee Applications, for the purpose of "spamming." Fixflo reserves the right, in its sole discretion, to determine what actions constitute "spamming". "Spamming," includes, but isn't limited to, posting numerous substantially identical pieces of Content, posting misleading or obfuscated links, and executing a large number of native Fixflo actions in an unnaturally short period of time.

Respect for Limitations.

j. You will respect the letter and the spirit of the programmatic limitations of the Fixflo API and the restrictions of this Agreement in designing and implementing Licensee Applications. For example, you won't work around any explicit Fixflo API limitation, even if such is possible by avoiding use of the Fixflo API. Specific prohibited actions include "page scraping", which is the process of downloading and parsing whole Fixflo pages in order to build Licensee Applications with capabilities beyond those provided by the Fixflo API. In addition, you will comply with any limitations imposed by Fixflo on the frequency of access, calls and use of the Fixflo API.

No Circumvention or Reverse Engineering; Maintenance of Proprietary Notices.

k. You won't, and won't attempt to: (i) interfere with, modify or disable any features or functionality of the Fixflo Services or Fixflo API including, without limitation, any mechanisms used to restrict or control the Fixflo Services or Fixflo API such as anti-circumvention measures; (ii) translate, reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organisational form from the Fixflo Services or the Licensed Materials; (iii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Fixflo Services or the Licensed Materials; or (iv) remove or modify any proprietary notices, attribution or marks from or delivered as part of the Fixflo Services or the Licensed Materials.

Genuine Actions.

l. You won't create Licensee Applications with capabilities that do not reflect explicit, genuine expressions of user intent and permission. For example, Licensee Applications should not instruct repairs or request quotes for works without explicit user direction to do so, and should not send comment messages via the Fixflo Services on a user's behalf without (i) a specific interaction informing a user that such user is making a comment, and notifying the user where that comment will go, and (ii) an explicit action by such user evincing permission for making the comment (e.g., a Licensee Application should not automatically generate a message indicating that a user has signed up for it).

Indicating Use of the Fixflo Services and the Licensed Materials.

m. In a prominent location in all Licensee Applications, you should, to the extent reasonable based on the nature of the Licensee Application, indicate that the application has been created using the Fixflo Services and/or the Licensed Materials. You will comply with the Fixflo Trademark Guidelines when making that indication.

Use of Fixflo Marks.

n. You won't, under any circumstances: (i) include in or use the Fixflo Marks, or any marks that are confusingly similar to or derivative of the Fixflo Marks (including without limitation, "Fixflow", "Fix-flo", "Fix-flow", "Fix flo" and "Fix Flow") ("Confusing Marks"), as part of your trade name (registered or otherwise), logos, or other identifiers; (ii) include in or use the Fixflo Marks or any Confusing Marks as part of any names, domain names, logos, or other identifiers of Licensee Applications; or (iii) use the Fixflo Marks or Confusing Marks in a manner that creates or may create a sense of endorsement, sponsorship, or association with Fixflo, unless expressly

permitted by Fixflo, in writing, to do so. All use of the Fixflo Marks, and any goodwill arising out of such use, shall inure to the benefit of Fixflo. You may freely state and disclose that you are using the Fixflo Services or Fixflo API as long as you adhere to all restrictions on the use of the Fixflo Marks stated in this Agreement, including those stated in the Fixflo Trademark Guidelines.

No Misleading Users.

o. You may not, under any circumstances, whether within a Licensee Application or in materials discussing or concerning a Licensee Application, mislead, confuse or cause misapprehension or confusion among users as to the features, functionality, origin, capabilities, or other aspects of that Licensee Application, Fixflo, the Fixflo Services, or the Licensed Materials.

Monitoring.

p. Fixflo reserves the right to monitor your use of the Licensed Materials for any reason or no reason, including to ensure your compliance with the terms and conditions of this Agreement.

Reporting and Statistics.

q. You will ensure that all Licensee Applications properly and accurately use all reporting functionality that is made available through aspects of the Fixflo API that are used by such Licensee Applications.

Modifications.

9. You acknowledge and agree that Fixflo may modify (including but not limited to updating) this Agreement, the Fixflo Services, the Licensed Materials, and the Fixflo Policies from time to time (a "Modification") with or without notice to you. You acknowledge that a Modification may have an adverse effect on your Licensee Applications, including but not limited to changing the manner in which those Licensee Applications communicate with the Fixflo Services. Your sole recourse for such adverse effects is to terminate this Agreement pursuant to the Section titled "Termination". Your continued access to or use of the Fixflo Services or any Licensed Materials following such Modification shall constitute binding acceptance of the applicable Modification(s). Fixflo will attempt, but is not obligated, to provide you with prior notice of any Modification to the Fixflo API alone that is not backwards compatible or that Fixflo reasonably believes will remove or materially alter significant functionality of the Fixflo API.

Ownership.

10. Fixflo retains all worldwide right, title and interest in and to the Licensed Materials, including all worldwide intellectual property rights therein. As between you and Fixflo, Fixflo owns all right, title and interest in and to the Fixflo Services, the Fixflo API, the Fixflo Marks, any Fixflo-owned Content, and any derivative works or enhancements thereof, including but not limited to all worldwide intellectual property rights therein. You agree not to act in any manner inconsistent with such ownership. Any of Fixflo's rights not expressly granted under this Agreement are withheld. You agree that you will not challenge Fixflo's ownership of the Fixflo Services, the Fixflo API, the Fixflo Marks, or any Fixflo-owned Content, challenge the validity of the licenses granted under this Agreement, or otherwise copy or exploit the Fixflo Services, the Fixflo API, the Fixflo Marks, or any Fixflo-owned Content during or after the termination of this Agreement, except as expressly authorised under this Agreement. If you acquire any rights in the Fixflo Services, the Fixflo API, the Fixflo Marks (or any confusingly similar marks), or any Fixflo-owned Content, by operation of law or otherwise, you will, at no expense to Fixflo, immediately effectuate an assignment of such rights to Fixflo and hereby irrevocably appoint Fixflo as your attorney to execute in your name any document(s) required to lawfully effect such assignment.

11. As between you and Fixflo, you retain all worldwide right, title and interest in and to the Licensee Applications, excluding the Fixflo Services, the Licensed Materials, the Fixflo Marks, and any derivative works or enhancements thereof, including but not limited to all intellectual property rights therein.

Feedback.

12. You may provide Fixflo with feedback or comments related to the Licensed Materials and/or your experience with and use thereof ("Feedback"). You agree that Fixflo and its designees and assigns shall be free to copy, modify, create derivative works of, publicly display, disclose, distribute, license, sublicense, incorporate, and otherwise use Feedback, including all derivative works thereto, for any and all purposes, commercial or otherwise, with no obligation of any kind to you.

Support.

13. This Agreement does not entitle you to any support for the Licensed Materials, unless you make separate arrangements with Fixflo. Any such support provided by Fixflo shall be subject to the terms of this Agreement as modified by a separate support agreement. You are solely responsible for providing all support and technical assistance to end users of your Licensee Applications. You acknowledge and agree that Fixflo has no obligation to provide support or technical assistance directly to your end users and you shall not represent to any of your end users that Fixflo is available to provide such support.

Content.

14. If a Licensee Application allows an End User and/or one of the authorised users of their instance of the Fixflo Services to post Content (i.e., to generate material that will be hosted on the Fixflo Services): (i) the Licensee Application will acquire that user's affirmative permission to post such Content, (ii) the Licensee Application will promptly provide such Content to the Fixflo Services; (iii) the Licensee Application will provide the user a prominent and clear disclosure detailing how you may use such Content separately from transmitting that Content to the Fixflo Services and seeking the necessary licenses for you to use that Content as disclosed; (iv) your use of Content must adhere to the restrictions set forth in the Section titled "Restrictions"; and (v) you may provide Fixflo with an application identifier that Fixflo may display in conjunction with the Content.

Privacy.

15. To the extent you have access to and are permitted to use Fixflo User Information through the Licensed Materials for a specific Licensee Application, that access and use shall be in accordance with the then-current Fixflo Privacy Policy and the provisions relating to privacy in the agreement between Fixflo and that end user. You will ensure that user information disclosed in Content, inadvertently or otherwise, is not exploited for improper purposes such as identity theft, fraud, or spamming.

Licensee User Information.

16. You may choose to collect information relating to users of your Licensee Applications ("Licensee Application User Information"). If you collect Licensee Application User Information, you will provide to users an applicable privacy policy that clearly discloses your information collection, storage, and sharing practices, including the extent to which such Licensee Application User Information is disclosed to third parties like Fixflo. Your privacy policy must: (i) comply and be consistent with all applicable laws and guidelines, including, but not limited to, data protection regulations in applicable territories and the applicable guidelines of the Information Commissioner's Office (if any end users of the Licensed Application or of the applicable End User's instance of the Fixflo Service are based in the United Kingdom) and the U.S. Federal Trade Commission (if any end users of the Licensed Application or of the applicable End User's instance of the Fixflo Service are based in the United States of America); (ii) allow disclosure of Licensee Application User Information to Fixflo, to the extent necessary for your use of the Licensed Materials, in accordance with the then-current Fixflo Privacy Policy; and (iii) be no less protective of applicable end users than the then-current Fixflo Privacy Policy and the agreement between Fixflo and that user. You should also ensure that any collection or sharing of information that would be unusual for the Fixflo Services is conspicuously noted and that appropriate consents are obtained from your users.

Confidentiality.

17. You may from time to time, gain access to proprietary information, technical data, trade secrets or know-how, including, but not limited to, source code, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information that is either marked as "confidential" or disclosed in such a manner that it would be reasonably apparent it should be treated confidentially ("Confidential Information"). You may use Confidential Information only to the extent necessary to exercise your rights under this Agreement. You may not disclose Confidential Information to a third party without the prior express consent of Fixflo, provided in writing or by email. You agree that you will protect Confidential Information from unauthorised use, access, or disclosure in the same manner that you would use to protect its own confidential and proprietary information of a similar nature and in any event with no less than a reasonable degree of care.

Term and Termination; Survival.

18. This Agreement shall commence on the date of this Agreement and will remain in effect until terminated pursuant to this Section. Either party may terminate this Agreement at any time, for any reason, or for no reason including, but not limited to, if you violate any provision of this Agreement. Any termination of this Agreement shall also terminate the licenses granted hereunder. Upon termination of this Agreement for any reason, you will stop using, and either return to Fixflo, or destroy and remove from all computers, hard drives, networks, and other storage media, all copies of the Licensed Materials and any Confidential Information in your possession, and shall certify to Fixflo that such actions have occurred. The Sections titled "Restrictions", "Ownership", "Support", "Confidentiality", "Representations and Warranties", "Indemnification", "Disclaimer", "Limitation of Liability", and "Miscellaneous" shall survive termination of this Agreement.

Representations and Warranties.

19. You represent and warrant that: (i) you have the necessary power and authority to enter into this Agreement, and that the performance of your obligations will not constitute a breach or otherwise violate any other Agreement or the rights of any third party arising therefrom; (ii) you will maintain, throughout the Term, all required rights and licenses related to the Licensee Applications and the Licensee Applications shall not infringe or otherwise violate any third party rights, including but not limited to third party intellectual property rights; and (iii) your uses of the Licensed Materials do and shall comply with all applicable national, foreign, federal, state and local laws, rules, and regulations.

Indemnification.

20. You will indemnify and hold Fixflo, its subsidiaries, affiliates, (i.e., any other persons or entities that directly or indirectly control, or are under common control with, or are directly or indirectly controlled by, Fixflo) officers, employees, and agents harmless from any and all claims, damages, losses, liabilities, actions, judgments, costs, and expenses brought by a third party arising out of or in connection with: (i) any act or omission by you in connection with your use of the Fixflo Services or the Licensed Materials; (ii) your use of the Fixflo Services or the Licensed Materials, including but not limited to other than as expressly allowed by this Agreement; (iii) your breach of this Agreement, including but not limited to your representations and warranties herein; or (iv) any Licensee Application.

Disclaimer.

21. The Fixflo Services and the Licensed Materials are provided "as is" without warranty of any kind. Fixflo disclaims all warranties, whether express, implied or statutory, regarding the Licensed Materials and the Fixflo Services, 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, non-infringement of third-party rights and any warranties or conditions arising out of course of dealing or usage of trade. Further, Fixflo disclaims any

warranty that your use of the Licensed Materials or the Fixflo Services will meet any or all of your requirements or that such use will be uninterrupted, error-free, virus-free, or secure.

Limitation of Liability.

22. In no event shall Fixflo be liable to you for any special, incidental, indirect, direct, exemplary, punitive, compensatory, or consequential damages (including loss of use, data, business or profits) arising out of or in connection with this Agreement, whether such liability arises from any claim based upon contract, warranty, tort (including negligence), strict liability or otherwise, and whether or not Fixflo has been advised of the possibility of such loss or damage. Any claim arising out of or relating to this Agreement must be brought within one (1) year. In any case, Fixflo's aggregate liability under this Agreement will not exceed ten pounds sterling (£10.00). The foregoing limitations will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

Miscellaneous.

23. This Agreement constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes and merges all prior proposals, understandings, and contemporaneous communications, whether oral, written or electronic.

24. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

25. Any modification of or changes to this Agreement must be in a writing duly authorised by an authorised representative of Fixflo or pursuant to the Section titled "Modifications". You may not assign any of the rights or obligations granted under this Agreement, voluntarily or by operation of law (including without limitation in connection with a merger, acquisition, or sale of assets) except with the express written consent of Fixflo, and any attempted assignment in violation of this paragraph is void.

26. Fixflo may assign, transfer or delegate any of its rights and obligations hereunder without notice or consent.

27. No agency, partnership, joint venture, or employment relationship is created as a result of this Agreement and neither party has any authority of any kind to bind the other in any respect.

28. The parties agree that this Agreement was deemed to be concluded in England.

29. This Agreement shall be governed by and construed in accordance with the laws of England, including its conflicts of law rules.

30. The parties agree that any dispute arising from this Agreement shall be subject to the exclusive jurisdiction of the Courts of England.

31. You agree that any claim you may have arising out of or related to this Agreement and/or your use of the Licensed Materials must be filed within one year after such claim arose; otherwise, your claim is permanently barred.

32. The section and paragraph headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

33. The failure of Fixflo to enforce any part of this Agreement shall not constitute a waiver of its right to later enforce that or any other part of this Agreement. Waiver of compliance in any particular instance does not mean that Fixflo will waive compliance in the future. In order for any waiver of any covenant or right under this Agreement to be binding, such waiver must be memorialised in a writing duly authorised by Fixflo.

34. Unless otherwise specified, all notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered or sent by certified or registered mail, return receipt requested; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; or the day after it is sent, if sent for next day delivery by recognised

overnight delivery service. All notices to Fixflo shall be sent to help@fixflo.com. All notices to you shall be sent to the location or email address specified in your Fixflo API access registration information.