

Knowledge Anywhere, Inc.

API Terms of Service

These API Terms of Service (the “**API Terms**”), dated as of May 11, 2018 (the “**Effective Date**”), are made and entered into by and between Knowledge Anywhere Inc., a Washington corporation and its affiliates (“**Knowledge Anywhere**” or “**we**”), and you (“**Developer**” or “**you**”). Knowledge Anywhere and Developer are sometimes referred to in the API Terms individually as a “**Party**” and collectively as the “**Parties**”. These API Terms governs your access to and user of Knowledge Anywhere’s Public API (the “**Public API**”) and by accepting these API Terms or by accessing or using the Public API, you agree to be bound by these API Terms.

Knowledge Anywhere and Developer hereby agree as follows:

1. AGREEMENT TO THE API TERMS.

By registering a software application, website, or product you create or service that you offer (a “**Developer Application**”), you agree to be bound by the API Terms. You must read, agree to, and accept all of the terms and conditions contained in the API Terms in order to use the Public API. Additionally, you agree to and accept the Knowledge Anywhere Terms of Service, available at <https://www.knowledgeanywhere.com/site/terms>. **If you disagree with any of the terms of the API Terms or the Knowledge Anywhere Terms of Service, Knowledge Anywhere does not grant you a license to use the Public API.** If you are using the Public API on behalf of a company or any other entity, you represent and warrant that you have full legal authority to register a Developer Application on behalf of that entity

and bind it to the API Terms and the Knowledge Anywhere Terms of Service. If you are not authorized, you may not accept the API Terms or register a Developer Application for someone else.

2. DEFINITIONS.

Capitalized terms not defined in the API Terms have the meanings given to them in the Knowledge Anywhere Terms of Service.

- **Public API.** A set of web-based services providing programmatic access to Knowledge Anywhere systems and data, together with all updates, revisions, and copies thereof. This also includes any associated tools and documentation that Knowledge Anywhere makes available under the API Terms.
- **Data.** Any data, content, and other information from Knowledge Anywhere services received or collected by Developer through any instance of the Developer Application, the Public API, or otherwise in connection with the API Terms. This includes, but not limited to, all Knowledge Anywhere user data.
- **Developer Application.** Any application that uses the Public API.

3. DEVELOPER'S USE OF THE KNOWLEDGE ANYWHERE API.

Developer wishes to use and access the Public API in connection with the development and distribution of a Developer Application and agrees to the additional requirements herein. Developer and Knowledge Anywhere hereby agree as follows:

- **Developer Registration.** Before using the Public API, Developer must provide accurate information identifying its organization and the individual representative who will serve as a point of contact for Knowledge Anywhere. The registration may be completed and accepted by Knowledge Anywhere on the Site. Upon successful registration, Knowledge Anywhere shall make Access Credentials

available to Developer. “**Access Credentials**” means the necessary security keys, secrets, tokens, and other credentials to access the Public API. All activities that occur using your Access Credentials are your responsibility. Access Credentials are specific to you and are confidential information. Keep them secret. You must not sell, transfer, or sublicense the Access Credentials. Do not try to circumvent them and do not require your users, employees, contractors, or agents to obtain their own Access Credentials to build, maintain, or use the Developer Application. Developer itself must request any Access Credentials to be used by any employee, contractor, or agent of Developer.

- **Development of the Developer Application.** Subject to the terms of these Terms of Service, Developer will develop one or more Developer Applications. Developer will ensure that all Developer Applications are and remain in compliance with the Knowledge Anywhere Terms of Service.
 - **Permitted Uses of the Public API.** Your use of the Public API is limited to the purpose of facilitating your own or your user’s participation in the use of Knowledge Anywhere Site and Site Services. Some examples of permitted uses of the Public API would be to create Applications that:
 - Allow Developers to create, update, and delete Users in the Knowledge Anywhere LMS.
 - Allow Developers to pull user profile information and course completion information.
 - **Prohibited Uses of the Public API.** Developer must never do any of the following:
 - Use the Public API in any Developer Application that includes adult content, promotes gambling, involves the sale of tobacco or alcohol to persons under 21 years of age, promotes or offers malicious code, or violates any applicable law or regulation.
 - Distribute or allow access to the Public API to anyone other than the entity on whose behalf Developer agreed to these API Terms, or create an application programming interface that enables access to Knowledge Anywhere User Data
 - **Prohibited Uses/Functions of Developer Application.** Developer and the Developer Application must not do the following:
 - Implement features or business practices that unlawfully harm the professional reputation or relationships of Knowledge Anywhere or users.

- Use Knowledge Anywhere User Data received from the Public API in any manner that facilitates bias, discrimination, or data “redlining,” whether intentional or inadvertent, based on sensitive or protected categories or characteristics.
- Impersonate Knowledge Anywhere or an Knowledge Anywhere user or intentionally misrepresent Knowledge Anywhere or any Knowledge Anywhere user or other third party when requesting or publishing information.
- Obfuscate or hide any Knowledge Anywhere buttons, sign-in functionality, or consent or authorization flows from your users.
- Request from the Public API more than the minimum data fields and application permissions the Developer Application needs.
- Try to exceed or circumvent limitations on calls and use. This includes creating multiple Developer Applications for identical, or largely similar, purposes.
- Download, scrape, post, or transmit, in any form or by any means, any part of the Site or Site Services, including data retrieved by web browser plugins.
- Copy, reformat, reverse-engineer, or otherwise modify the Public API, Access Credentials, the Site, the Site Services, or any Knowledge Anywhere Content.
- Promote or operate any product or service that competes with the Knowledge Anywhere Site Services.
- Interfere with or disrupt Knowledge Anywhere services, Knowledge Anywhere servers or networks connected to Knowledge Anywhere services, or disobey any requirements, procedures, policies or regulations of networks connected to the Knowledge Anywhere Site or Site Services.
- Engage in any conduct that fails to comply with, or is otherwise inconsistent with, any agreement between Developer and Knowledge Anywhere or any written instructions provided by Knowledge Anywhere.

4. API LICENSE.

- **Using the Public API.** As part of the Public API Terms, Knowledge Anywhere grants you a non-exclusive, non-transferable, and non-sublicensable (except as expressly permitted herein) license to use the Public API, for the duration and term that you are a paid customer in good-standing, solely to do the following and subject to the restrictions set forth in the API Terms:
 - Enable your Developer Application to interact with Knowledge Anywhere's databases to retrieve information necessary to facilitate your own or your Users' use of the Site and Site Services through your Application;
 - Make limited intermediate copies of Knowledge Anywhere User Data only as necessary to perform activity permitted under the API Terms. You must delete all intermediate copies when they are no longer required for the purpose for which they were created;
 - Rearrange or reorganize Knowledge Anywhere User Data within your developer application; and
 - Display in your developer application Knowledge Anywhere User Data consistent with this Agreement.
- **Access Credentials.** Knowledge Anywhere will provide you with Access Credentials that permit you to access the Public API. The Access Credentials are the property of Knowledge Anywhere and may be revoked if you share them with any third party (other than as allowed in the API Terms), if they are compromised, if you violate the API Terms or the Knowledge Anywhere Terms of Service, or if Knowledge Anywhere terminates the API Terms.
- **API Call Limitations.** The number of API calls you will permitted to make during any given time period may be limited. Knowledge Anywhere will determine call limits based on various factors, including the ways your Application may be used or the anticipated volume of use associated with your Application.

5. DATA USE.

- **Obligations to Knowledge Anywhere.** Developer may only use, disclose, and otherwise process Knowledge Anywhere User Data in accordance with the written instructions of Knowledge Anywhere and applicable laws, rules and regulations.
- **Prohibited Uses.** Developer will not:
 - Use Knowledge Anywhere User Data for any research or publication purpose without prior written consent and a license from Knowledge Anywhere to research or publish, as applicable, Knowledge Anywhere User Data.
 - Use Knowledge Anywhere User Data for any other purpose (e.g., for Developer's own benefit or for the benefit of any other entity or person).
 - Use Knowledge Anywhere User Data for user profiling purposes or for advertising purposes.
 - Sell, lease, sublicense, or otherwise transfer, directly or indirectly, Knowledge Anywhere User Data to any third party.
 - Use the user identification or authentication codes connected to any Knowledge Anywhere user to disclose information related to that user to any third party.

6. DATA STORAGE.

Except as provided in the API Terms, Developer may not copy or store any Knowledge Anywhere User Data, or any information expressed by or representing Knowledge Anywhere User Data (such as hashed or otherwise transformed data).

- **Authentication Tokens.** Developer may store any Developer Application-specific alphanumeric user identification codes that Knowledge Anywhere provides to Developer for identifying individual users of the Developer Application or any tokens that Knowledge Anywhere provides to Developer when a Knowledge Anywhere user authenticates the Developer Application for the Knowledge Anywhere user's account.

- **Deletion.** Deletion of data gathered through the use of the Public API is the responsibility of the developer.

7. USER CONSENT AND AGREEMENT.

- **User Agreement and Privacy Policy.** The Developer Application should include your own user agreement and privacy policy. Your user agreement and privacy policy should be prominently identified or located where members download or access the Development Application. Your privacy policy must meet applicable legal standards and accurately describe the collection, use, storage and sharing of data. You must promptly notify us of any breaches of your user agreement or privacy policy that impact or may impact Knowledge Anywhere users.

8. DATA SAFEGUARDS.

Developer will protect Knowledge Anywhere Data in accordance with all applicable laws. Your network, operating system, and software of your web servers, databases, and computer systems (collectively “**Systems**”) must be properly configured to securely operate the Developer Application and Knowledge Anywhere User Data. The Developer Application must use reasonable security measures to protect any Knowledge Anywhere User Data and any elements or components of the Public API. You shall not architect, design, or select Systems in a manner to avoid these obligations. You must promptly report to Knowledge Anywhere at support@knowledgeanywhere.com any security deficiencies in, or intrusions into, your Systems that you discover to Knowledge Anywhere. You will work with Knowledge Anywhere to correct any security deficiency and disconnect any intrusions or intruders as soon as practicable upon discovery of any such deficiency or intrusion. In the event of any security deficiency or intrusion involving the Developer Application or Knowledge Anywhere User Data, you will make no public statements without prior written and

express permission from Knowledge Anywhere in each instance, unless otherwise required by law.

9. ACCESS TO THE PUBLIC API.

Subject to the Public API Terms, Knowledge Anywhere may, in its sole discretion, make specific instances or versions of the Public API available to Developer for use in connection with Developer Applications. Knowledge Anywhere may terminate such access to the Public API, in whole or certain features, functions, or services thereof, for convenience, at any time. The Public API will be deemed to be a part of the Site Services as set forth in the Knowledge Anywhere Terms of Service.

10. PUBLIC API SUPPORT AND CHANGES.

Knowledge Anywhere may provide technical support, upgrades, or modifications of the Public API in Knowledge Anywhere's sole discretion. Knowledge Anywhere may cease providing technical support, upgrades, or modifications of the Public API at any time and for any reason without notice or liability to Developer. Knowledge Anywhere may release new versions of the Public API and require Developer to use the new version of the Public API. Developer's use of new releases or versions of the Public API will be acceptance of all modifications of the Public API.

11. INTELLECTUAL PROPERTY.

- **Knowledge Anywhere Materials.** Knowledge Anywhere owns all rights, title, and interest, including all intellectual property rights, in and to, the Public API; all elements, components, and executables of the Public API; and all elements, components, and executables of the Site Services (collectively, the "**Knowledge**

Anywhere Materials”). The only exception to this is any information or data which you as a developer have licensed to Knowledge Anywhere under the Knowledge Anywhere Terms of Service. Except for the express licenses granted in the API Terms, Knowledge Anywhere does not grant you any right, title, or interest in the Knowledge Anywhere Materials. Developer agrees to take such actions as Knowledge Anywhere may reasonably request to perfect Knowledge Anywhere’s rights to the Knowledge Anywhere Materials.

- **Developer Property.** Except to the extent the Developer Application contains Knowledge Anywhere Materials, Knowledge Anywhere claims no ownership or control over your Developer Application. During the term of the API Terms you hereby grant Knowledge Anywhere a paid-up, royalty-free, non-exclusive, worldwide, irrevocable right and license, under all of your intellectual property rights, to: (1) use, perform, and display the Developer Application and its content for purposes of marketing, demonstrating, and making the Developer Application available to Knowledge Anywhere users; (2) link to and direct Knowledge Anywhere users to the Developer Application; and (3) sublicense the foregoing rights to our affiliates.
- **Feedback.** Developer may, but is not required to, provide suggestions, comments, ideas, or know-how, in any form, to Knowledge Anywhere related to Knowledge Anywhere products, services or technology (“**Feedback**”). To the extent Developer provides Feedback to Knowledge Anywhere, Developer grants Knowledge Anywhere the right to use such Feedback without any right to compensation from Knowledge Anywhere.

12. INDEPENDENT DEVELOPMENT BY KNOWLEDGE ANYWHERE.

Developer understands and acknowledges that Knowledge Anywhere may be independently creating applications, content, and other products or services that may be similar to or competitive with the Developer Application. Nothing in the API Terms will be construed as restricting or preventing Knowledge Anywhere from creating and fully exploiting any applications, content, and other products or services, without any obligation to Developer. This paragraph will survive the termination or expiration of the API Terms.

13. CONFIDENTIAL INFORMATION.

Developer agrees that the content of the Public API, and any Knowledge Anywhere Content that by its nature should reasonably be known to be confidential, is deemed to be confidential information of Knowledge Anywhere and Developer will maintain the same in strict confidence and not disclose the same to any third party (other than employees, agents and contractors of Developer for the sole purpose of providing services to Developer to complete work permitted hereunder) or use the same for any purpose other than its performance under the Agreement. To the extent that you retain any Knowledge Anywhere Content after the termination or expiration of the API Terms, this paragraph will survive the termination or expiration of the API Terms.

14. EFFECT.

The provisions of the API Terms will control over any inconsistent provisions of the Knowledge Anywhere Terms of Service, and the Knowledge Anywhere Terms of Service, as modified and supplemented by the API Terms, will remain in full force and effect. Any “shrink wrap” or “click wrap” license agreement or any other terms and conditions associated with Developer’s Application is null and void, is not applicable hereunder, and is expressly excluded.

15. FEES.

Knowledge Anywhere currently provides the Public API without charge. However, Knowledge Anywhere reserves the right, at Knowledge Anywhere’s sole discretion, to charge fees for future use of or access to the Public API. **Developer may not charge any fee to Knowledge Anywhere or users for the Developer’s Application without the express written permission or agreement of Knowledge Anywhere.**

16. TERM AND TERMINATION.

- **Term.** The term of the API Terms will commence on the date upon which you agree to the API Terms and will continue until terminated as set forth below.
- **Developer's Termination Rights.** Developer may terminate the API Terms by discontinuing use of the Public API and returning all Knowledge Anywhere Content, including Knowledge Anywhere User Data.
- **Suspension and Termination.** Knowledge Anywhere may suspend or terminate Developer's use of the Public API at any time if we believe you have violated the API Terms or Knowledge Anywhere Terms of Service, or if we believe the availability of the Public API in the Developer Application is not in our or our users' best interests. Immediately upon termination of the API Terms, all licenses granted to Developer will cease and all data retrieved from the Public API or Site Services must be deleted.
- **Effect of Termination.** Upon termination of these Terms:
 - All rights and licenses granted to Developer will terminate immediately;
 - Developer will promptly and securely destroy Knowledge Anywhere Content in your possession or control;
 - Neither party is liable to the other party solely because the API Terms have been terminated;
 - Unless we agree otherwise in writing or as stated explicitly in the API Terms, Developer must permanently delete all Knowledge Anywhere Content and Knowledge Anywhere User Data or other data which you stored pursuant to your use of the Public API. Knowledge Anywhere may require that you certify in writing your compliance with this section; and
 - Knowledge Anywhere will make commercially reasonable efforts to remove all references and links to the Developer Application from the Site (Knowledge Anywhere has no other obligation to delete copies of, references to, or links to the Developer Application).

17. WARRANTIES AND LIABILITIES.

- **Disclaimer of Warranties.** KNOWLEDGE ANYWHERE PROVIDES THE KNOWLEDGE ANYWHERE API, KNOWLEDGE ANYWHERE CONTENT, AND ALL OTHER INFORMATION AND SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, KNOWLEDGE ANYWHERE DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NON INFRINGEMENT. KNOWLEDGE ANYWHERE DOES NOT GUARANTEE THAT THE KNOWLEDGE ANYWHERE API WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE KNOWLEDGE ANYWHERE API MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. KNOWLEDGE ANYWHERE DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, KNOWLEDGE ANYWHERE DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE KNOWLEDGE ANYWHERE API DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON.
- **Limitations of Liability.** KNOWLEDGE ANYWHERE AND OUR EMPLOYEES, AGENTS, SHAREHOLDERS, OR DIRECTORS, SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, PROFIT, REVENUE OR DATA TO YOU OR ANY THIRD PERSON ARISING FROM YOUR USE OF THE KNOWLEDGE ANYWHERE API. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER (i) YOU BASE YOUR CLAIM ON CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY, (ii) WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES, OR (iii) THE LIMITED REMEDIES PROVIDED IN THIS SECTION FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY DAMAGE THAT KNOWLEDGE ANYWHERE MAY CAUSE YOU INTENTIONALLY OR KNOWINGLY IN VIOLATION OF THE API TERMS OR APPLICABLE LAW.

- **Indemnification.** You will defend, hold harmless, and indemnify Knowledge Anywhere (and our and their respective employees, agents, shareholders, and directors) from any claim or action brought by a third party, including all damages, liabilities, costs and expenses, including reasonable attorneys' fees, to the extent resulting from, alleged to have resulted from, or in connection with: (i) your breach of your obligations herein; or (ii) the violation of any copyright, trademark, service mark, trade secret or United States patent by the Developer Application.

18. GENERAL.

- **Relationship of the Parties.** The parties are agreeing to the API Terms as independent contractors, and the API Terms will not be construed to create a partnership, joint venture or employment relationship between them. Neither party is authorized to or will represent itself to be an employee or agent of the other or enter into any agreement on the other's behalf of or in the other's name.
- **Assignability.** You may not assign the API Terms, nor any of your rights or obligations hereunder, without Knowledge Anywhere's prior written consent. Knowledge Anywhere may freely assign the API Terms without your consent. Any attempted assignment or transfer in violation of this section will be null and void. Subject to the foregoing restrictions, the API Terms will inure to the benefit of successors and permitted assigns of the parties.
- **Severability.** If and to the extent any provision of the API Terms is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability, and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or enforceability of such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.

- **Choice of Law and Venue.** The API Terms and any controversy, dispute or claim arising out of or relating to the API Terms shall be governed by and construed in accordance with the laws of the State of Washington without regard to its conflict of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). With respect to any User located outside the United States, the User agrees that the Washington State courts of King County will have jurisdiction and venue with respect to any claim arising out of or relating to the API Terms and consents to the personal jurisdiction and venue of those courts.
- **No Waiver.** The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and shall in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative of each party.
- **Miscellaneous.** The API Terms set forth the entire agreement and understanding of the parties relating to their subject matter and cancel and supersede any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between them. No modification or amendment to the API Terms shall be binding upon Knowledge Anywhere unless in a written instrument signed by a duly authorized representative of Knowledge Anywhere.
- **Contact Us.** If you have questions or concerns about the API Terms, please contact us via email at support@knowledgeanywhere.com or via mail at the address: 3015 112th Ave NE #210, Bellevue, WA 98004