

TERMS OF SERVICE: ABS API LIBRARY

EFFECTIVE: July 1, 2021

THESE ABS API LIBRARY TERMS OF SERVICE (“API TERMS” or “AGREEMENT”) DESCRIBES YOUR RIGHTS AND OBLIGATIONS IN ACCESSING AND USING THE ABS API LIBRARY. THE API TERMS CONSTITUTE A CONTRACT SETTING FORTH THE TERMS AND CONDITIONS UPON WHICH AMERICAN BUREAU OF SHIPPING AND ITS AFFILIATES, INCLUDING ANY ENTITY, WHICH CONTROLS, IS CONTROLLED BY, OR IS UNDER COMMON CONTROL WITH ANOTHER ENTITY WITH SUCH CONTROL BEING DEFINED AS OWNERSHIP DIRECTLY OR INDIRECTLY OF AT LEAST FIFTY PERCENT (50%) OF (I) THE SHARES ENTITLED TO VOTE A GENERAL ELECTION OF DIRECTORS OF SUCH OTHER ENTITY, OR (II) THE VOTING INTEREST IN SUCH OTHER ENTITY IF SUCH OTHER ENTITY DOES NOT HAVE EITHER SHARES OR DIRECTORS (HEREINAFTER “ABS”) OFFERS TO LICENSE THE ABS API LIBRARY AND ITS CONTENTS (the “Licensed APIs”) TO YOU, EVEN THOUGH IT IS ELECTRONIC AND IS NOT PHYSICALLY SIGNED BY YOU AND ABS AND GOVERNS YOUR USE OF THE ABS API LIBRARY. BY ACCESSING AND/OR USING THE ABS API LIBRARY, YOU ACCEPT AND AGREE TO THESE API TERMS, INCLUDING THE [ABS PRIVACY POLICY](#), TOGETHER ANY AND ALL RESTRICTIONS POSTED VIA THE [ABS MYFREEDOM™ CLIENT PORTAL](#) AND/OR THE [ABS WEBSITE TERMS OF USE](#), ALL OF WHICH ARE INCORPORATED HEREIN BY REFERENCE, WITHOUT ANY MODIFICATION, ADDITION OR DELETION. IF YOU DO NOT AGREE, YOU WILL NOT HAVE THE RIGHT TO ACCESS OR USE THE ABS API LIBRARY OR ANY OF ITS CONTENTS.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this Agreement. In that case, the terms “**you**” or “**your**” shall also refer to such entity. If you do not have such authority, or if you do not agree with this Agreement, you may not use the ABS API Library nor any of its contents.

IMPORTANT NOTICE: The ABS API Library and its contents are copyrighted by ABS and its licensors. All rights reserved. Use of the ABS API Library is subject to all the terms and conditions set forth in this Agreement. ABS reserves the right to make changes and update any information or content contained within the ABS API Library without prior notice. Please check this page periodically for updates. Any changes to this Agreement will be incorporated into revised terms and conditions that we will post [here](#). Changes shall be effective when they are posted. You have the obligation to review changes to this Agreement when you access or re-access the ABS API Library. If you do not agree to, or cannot comply with the revised Agreement, you must stop accessing and using the ABS API Library and its contents. ABS provides classification and certification services without regard to your use of the ABS API Library or its contents. Use of the ABS API Library to submit documentation or data does not guarantee that any classification or certification will be issued by ABS based on the materials submitted.

1. Account/Registration
 - 1.1 In order to access the Licensed APIs you may be required to register and provide certain information about yourself as part of the registration process or as part of your continued use of the APIs. As part of the registration process for an account (“**AccountCredentials**

Credentials and solely control who may access the Account or use the ABS API Library or the APIs on your behalf.

- 1.2 In using the ABS API Library, you agree that you shall not: (a) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (b) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or in violation of third party privacy rights; (c) send or store material containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs; (d) interfere with or disrupt the integrity or performance of the Client Portal, the ABS Digital Apps, or the data contained therein; (e) make your Credentials available to others, including by embedding them in open source projects; (f) misrepresent or mask Your identity or Your Credentials when accessing the ABS API Library or using the APIs or (f)attempt to gain unauthorized access to the ABS API Library or its contents, the ABS network infrastructure or their related systems. You shall be responsible for all activity occurring under your Account caused by the failure to comply with this Section 1.
- 1.3 You shall: (i) notify ABS immediately of any unauthorized use of Your Account or your Credentials, or of any other known or suspected breach of security; (ii) report to ABS immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of the APIs and/or data that is known or suspected by You caused by the failure to comply with this Section I; and (iii) not provide false identity information. All registration information You provide must be accurate and up to date at all times. You will inform us promptly of any updates.
- 1.4 The provision of the ABS API Library and the Licensed APIs does not include the provision of a computer, mobile telephone or handheld device or other necessary equipment to access the same. To use ABS API Library and/or the Licensed APIs, you will require Internet connectivity and appropriate telecommunication links. You acknowledge that the terms of agreement with your respective mobile network or internet service provider ("**Service Provider**") will continue to apply when using the ABS API Library and the Licensed APIs. As a result, you may be charged by the Service Provider for access to network connection services for the duration of the connection while accessing the ABS API Library, the Licensed APIs or any such third-party charges as may arise. You accept responsibility for any such charges that arise. If you are not the bill payer for the computer, mobile telephone or handheld device being used to access the ABS API Library and/or the Licensed APIs, you will be assumed to have received permission from the bill payer for using the Licensed APIs.
- 1.5 You agree to comply with the export regulations of any applicable country, including those of the United States regarding export or re-export of the ABS API Library, the Licensed APIs or associated information or media in any form, which may include obtaining the appropriate United States and foreign government licenses or approval. You further represent and warrant that you are not a citizen of, or located within, an embargoed or otherwise restricted nation (including, but not limited to, Iran, Syria, Cuba, North Korea and the Crimea region) and that You are not yourself, nor is your organization owned or controlled by any person subject to assets blocking or other economic sanctions or export control restrictions, and are not otherwise prohibited under applicable export laws and regulations from accessing the Licensed APIs and/or the ABS API Library or any

information or data associated therewith. You agree that by accessing and/or using the ABS API Library and/or the Licensed APIs, you are deemed to have affirmed the foregoing representations and warranties remain true and correct.

- 1.6 Your acceptance of this Agreement and your use of the API Library and/or the Licensed API automatically puts the use limitations of these API Terms into effect. You further agree to abide by the [ABS Privacy Policy](#) and the [ABS Terms of Use](#). In the event of any inconsistency between this Agreement and the ABS Privacy Policy and the ABS Terms of Use concerning the use of the API Library, its functions or data, the terms in this Agreement shall prevail.

2. License and Use Limitations

- 2.1 Subject to the restrictions below, ABS grants You a limited, non-exclusive, non-sublicensable, non-assignable, non-transferable, revocable license to access the ABS API Library and use our APIs and their corresponding documentation to develop, test, and support any software application, website, or product, and to integrate the ABS APIs with your Application. "Application" means any software application, website, or product that You create or service You offer using the APIs within the ABS API Library.
- 2.2 The ABS API Library may include and provide access to ABS proprietary and third-party software and databases. These third-party software elements are subject to additional terms and conditions, which are made a part of and incorporated by reference to this Agreement, or you may be required to review and accept such additional terms and conditions prior to using them.
- 2.3 You will only access (or attempt to access) the APIs through your Account or by the processes described in the API documentation. ABS may set and enforce limits on your use of the APIs (e.g., limiting the number of API requests that you may make) in its sole discretion. You agree not to circumvent any limitations documented with the APIs. If ABS reasonably believes that you have attempted to exceed or circumvent these limits, your ability to use the API may be permanently or temporarily blocked.
- 2.4 You may not use the ABS API Library or any other technology in a manner that accesses or uses any information beyond what ABS allows under this Agreement or the API's corresponding documentation, that breaks or circumvents any of ABS's technical, administrative, process or security measures, that disrupts or degrades the performance of the ABS My Freedom™ client portal, the ABS API Library or ABS systems or networks and their supporting infrastructure, or that unduly exposes or tests the vulnerability of any of the foregoing.
- 2.5 All Applications or services which utilize or access the Licensed APIs shall display the following notice prominently within the Application or service deliverable: "This product/service uses the ABS [name of API being used] API but is not endorsed or certified by ABS". You may use the ABS name or logos to identify the source of API content subject to these rules. You may not use the ABS name or logo to imply endorsement of any product, service, or entity, whether not-for-profit, commercial, or otherwise. You shall not use the name of ABS or the names of any of its employees nor any adaptation thereof in any advertising, promotional or sales literature without prior written consent of ABS in each case.

2.6 You shall not, nor permit or assist any third party to, access or use the API Library to:

- a. reverse engineer, decompile, disassemble, or otherwise derive source code, trade secrets, underlying ideas, algorithms, structure, or know-how in the Licensed APIs or any portion thereof;
- b. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available to any third party the Licensed APIs, except as integrated within your Application;
- c. design or develop a competitive or substantially similar product or service;
- d. parse, scrape, build databases, or otherwise create copies of any data accessed or obtained using the Licensed APIs by your Application;
- e. harvest, collect, use, or gather content and data collected from the Licensed APIs or otherwise collected through or used by your Application, including information about end users or others with whom they interact through ABS's services or software (collectively, the "**Application Data**") without the end user's authorization; or
- f. distribute unsolicited advertising or promotions, or initiate any other communication or contact with ABS users or clients.

2.7 You shall preserve all patent, trademark, copyright, confidential and other proprietary notices included as part of the ABS API Library and Licensed APIs and shall reproduce all such notices on or in any copies thereof, in whole or part, in any form.

2.8 You are solely responsible for all costs incurred by you in the creation, distribution, and maintenance of the Applications. If you offer your Application for use by others outside of your entity, you must maintain an end-user license agreement and a legally compliant privacy policy for your Application that is prominently identified or located where users download or access your application. Anyone who wants to access the Licensed APIs must agree to be bound by these API Terms. You must immediately notify ABS in writing of any breach of your end-user license agreement or privacy policy that impacts, or may impact, customers or users of ABS. Your privacy policy must be at least as stringent as that of ABS.

2.9 Upon reasonable prior notice, ABS shall have the right to verify your compliance with the terms of this Agreement or have such inspection or verification performed by a third party.

2.10 These use limitations shall survive the termination of this Agreement.

3. Submitted Materials

3.1 In submitting information through a Licensed API to ABS for any purpose, you, or any other party authorized by you represent(s) and warrant(s) that:

- a. You own all rights, title, and interest in and to any submitted material and all intellectual property rights corresponding thereto; OR

- b. You have the authority to disclose the submitted material and all intellectual property rights corresponding thereto on behalf of the owner(s) of the submitted material.

3.2 You will, at your sole expense, defend, indemnify, and hold harmless ABS against any action brought against ABS to the extent that it is based on a claim that the submitted material, used by ABS within the scope of the services covered by the relevant service agreement, by itself infringes, violates, or misappropriates any third-party copyright, patent, or other intellectual property right under any applicable laws in any country of the world. In such case, you shall pay all costs and damages awarded against ABS as a result of such claim.

3.3 Should the submitted material become the subject of such claims, you shall promptly procure for ABS the right to continue using the submitted material or replace or modify it to make it non-infringing. If none of the foregoing alternatives is reasonably available to you, then ABS may terminate this Agreement immediately.

4. Proprietary Rights

4.1 As between us and subject to any third party rights, ABS shall retain all intellectual property rights, which include but are not limited to any patents, copyrights, design rights, trademarks, trade secrets, know how, database rights, industrial property rights, and all other similar or corresponding rights (all of the foregoing rights, whether registered or unregistered), and all applications, amendments, and extensions for the same, whether under United States or foreign law, in the Licensed APIs and the ABS API Library and all data and information with respect to the Licensed APIs, the ABS API Library, or technology embodied therein, and any other documentation instructions or other information relating thereto.

4.2 You acknowledge that, as between the parties, ABS is the sole and exclusive owner of, or has the right to license, the Licensed API and ABS API Library. No title to or ownership of the Licensed APIs, ABS API Library, or intellectual property rights relating to the Licensed APIs and ABS API Library is transferred to you. As between us and subject to our ownership rights in the Licensed APIs or those of our licensors, you retain your ownership rights in your Applications. As between us, you retain all right, title, and interest (including any intellectual property rights) in and to your Content. "**Content**" means information, software, and data, including, without limitation, hypertext markup language files, scripts, programs, recordings, sound, music, graphics, images, applets, or servlets that are created, provided, uploaded, or transferred by You [or any end user authorized by You]. You hereby grant to ABS [and its subcontractors] a nonexclusive, worldwide, royalty-free, fully paid, transferable license to host, cache, record, copy, and display your Content, solely for the purpose of making the API Library and the Licensed APIs available for use by you during the term of this Agreement. You represent and warrant that you have the authority to grant the foregoing license and agree not to use Content with the Licensed APIs and/or the ABS API Library for which you do not have authority to grant that license. The license granted to ABS under this Section 4.2 shall terminate concurrently with the termination of the Agreement.

4.3 As part of its internal operations, ABS may combine information received under this Agreement with information received other sources to permit data analyses that relate to marine and offshore safety, service, and classification. ABS may also use information

received under this Agreement to perform operations that involve comparative analysis with information received from other sources. You agree that ABS will have the right to generate aggregate or anonymous data, which ABS may use for any business purpose during or after the term of this Agreement (including without limitation to develop and improve ABS products and services and to create and distribute reports and other materials). For clarity, ABS will only disclose aggregate/anonymous data externally in a sanitized, anonymous format that does not identify You, your authorized users (if any), or your confidential information, and that is stripped of all persistent identifiers (such as device identifiers, IP addresses, and cookie IDs). You are not responsible for ABS' use of such aggregate/anonymous data.

- 4.4 By submitting ideas, suggestions, and/or proposals ("Feedback") to ABS, you acknowledge and agree that: (i) your Feedback does not contain confidential or proprietary information; (ii) ABS is under no obligation of confidentiality, express or implied, with respect to such Feedback; (iii) ABS may already be developing a solution or solution component related to the Feedback; and (iv) you grant to ABS a non-exclusive, worldwide, royalty-free, irrevocable, sub-licensable, perpetual license to use, commercialize, and publish the Feedback for any purpose, without compensation to you.
- 4.5 These API Terms are non-exclusive. ABS will not be precluded from creating, developing, acquiring, publishing, licensing, protecting, or marketing and distributing (for itself or third parties), materials, applications, products, or services that are competitive with your Application or other products, or services provided by you, regardless of their similarity to your Application, your products or services, or products or services that you may develop in the future.
- [4.6] International Maritime Organization (IMO) Codes, regulations and interpretive guidance and other publicly available third-party materials may be made available to you through the API Library. You should be aware that the contents of IMO and other publicly available third-party documents are subject to revision and amendment from time to time, and that partial extracts may be misleading. Neither ABS, the IMO nor the third-party source of such documents accept any responsibility for material that may be incomplete or out of date or otherwise in error. In any case where a difference exists between a reproduced version and the current, authentic text from the original source, the current, authentic text from the original source will prevail.
- 4.7 The provisions of Sections 4.3, 4.4, and 4.5 shall survive the termination of this Agreement.

5. **Disclaimers**

- 5.1 **YOUR USE OF THE LICENSED APIs AND THE API LIBRARY, ITS CONTENTS, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THEM IS AT YOUR OWN RISK. THE ABS API LIBRARY, ITS CONTENTS, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE API LIBRARY, INCLUDING THE LICENSED APIs, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER ABS NOR ANY PERSON ASSOCIATED WITH ABS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE ABS API LIBRARY AND ASSOCIATED CONTENT.**
- 5.2 **WITHOUT LIMITING THE FOREGOING, NEITHER ABS NOR ANYONE ASSOCIATED WITH ABS REPRESENTS OR WARRANTS THAT THE ABS API LIBRARY, ITS**

CONTENTS, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE ABS API LIBRARY, INCLUDING BUT NOT LIMITED TO THE LICENSED APIs, WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE ABS API LIBRARY OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE ABS API LIBRARY OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE ABS API LIBRARY WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS. TO THE FULLEST EXTENT PROVIDED BY LAW, ABS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

5.3 YOU UNDERSTAND THAT WE CANNOT AND DO NOT GUARANTEE OR WARRANT THAT FILES AVAILABLE FOR DOWNLOAD FROM THE INTERNET OR THE ABS API LIBRARY WILL BE FREE OF VIRUSES OR OTHER HARMFUL CODE. YOU ARE RESPONSIBLE FOR IMPLEMENTING SUFFICIENT PROCEDURES AND CHECKPOINTS TO SATISFY YOUR PARTICULAR REQUIREMENTS FOR ANTI-VIRUS PROTECTION AND ACCURACY OF DATA INPUT AND OUTPUT, AND FOR MAINTAINING A MEANS EXTERNAL TO OUR SITE FOR ANY RECONSTRUCTION OF ANY LOST DATA. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE ABS API LIBRARY OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE ABS API LIBRARY OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

6. Confidentiality and Data Privacy

6.1 You hereby acknowledge that, as between ABS and You and subject to any third-party rights, the Licensed APIs and ABS API Library are proprietary and confidential to ABS. You will hold and use the Licensed APIs and ABS API Library in the same manner as you protect your own proprietary information and trade secrets (but in no event using less than reasonable care) and you will not divulge, duplicate, or permit any of your employees, agents or representatives to divulge or duplicate, any confidential information, including data or information with respect to the ABS Licensed APIs and ABS API Library or technology embodied therein, or any other documentation, instructions or other information relating thereto, to anyone who is not your agent or employee having a need to know such information or an employee of ABS. You recognize and acknowledge that breach of the confidentiality obligations set out above may cause irreparable harm to ABS. Should you breach these obligations or use the Licensed APIs and ABS API Library outside the scope of the license evidenced by this Agreement, ABS shall have the right to (i) revoke your Credentials immediately without prior notice to you, and (ii) immediate and temporary relief by way of injunction or restraining order against any further use, access to, or disclosure of the Licensed APIs and ABS API Library and associated confidential information by you, with such temporary relief to remain in effect without bond while ABS seeks a permanent injunction from a court of competent jurisdiction.

6.2 Neither the Licensed APIs nor the ABS API Library nor any part thereof shall be duplicated or in any way disclosed to others, in whole or in part, without the prior written permission

of ABS. Such prohibition on disclosure shall not apply to disclosures that are reasonably necessary to your use of the Licensed APIs and/or the ABS API Library, provided you make such disclosures subject to confidentiality obligations no less restrictive than the terms of this Agreement. You are and shall be responsible for the compliance of persons to whom you have made disclosures with the terms of this Agreement.

6.3 You agree to comply with all applicable privacy laws and regulations including those applying to personally identifiable information (“**PII**”). You shall provide as part of your end-user license agreement and adhere to a privacy policy for your Applications that clearly and accurately describes to your end-users what user information you collect from them and how you use and share such information with ABS and third parties. You agree to obtain express permission from your end-users before you access their ABS My Freedom™ portal account or other ABS client account by way of the Licensed APIs or otherwise. You agree to immediately delete a user’s PII if the user requests deletion or terminates their Application account with you. You and your Application will employ reasonable technical, administrative, and physical safeguards that (i) comply with applicable data protection and privacy laws (including but not limited to the European Union’s General Data Protection Regulation); (ii) meet or exceed applicable industry standards or self-regulatory requirements; (iii) protect the confidentiality, integrity, and availability of PII; and (iv) prevent the unauthorized access, use, or disclosure of PII. You must not architect or select your web servers, databases, computer systems, network, or the operating system and/or software for any of the foregoing, in a manner to avoid the foregoing standards and obligations. In the event of any security deficiency or incident involving your Application, the Licensed APIs, the ABS API Library or ABS data and service/functions, you will make no public statements regarding such deficiencies or incident (e.g., press releases, online blogs, social media, messaging boards, etc.) without prior written permission of ABS.

The provisions of this Section 6 shall survive the termination of this Agreement.

7. Limitation of Liability

7.1 **YOUR SOLE REMEDY AGAINST ABS FOR LOSS OR DAMAGE CAUSED BY OR ARISING IN CONNECTION WITH THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE FORM OR ACTION, SHALL BE THE LESSER OF THE AMOUNT OF ACTUAL DIRECT PROVEN DAMAGES OR \$5,000.**

7.2 **UNDER NO CIRCUMSTANCES WILL ABS OR ITS LICENSORS BE HELD LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE RESULTING DIRECTLY OR INDIRECTLY FROM ACTS OF NATURE, FORCES, OR CAUSES BEYOND OUR REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION, INTERNET FAILURES, COMPUTER EQUIPMENT FAILURES, EPIDEMICS, TELECOMMUNICATION EQUIPMENT FAILURES, OTHER EQUIPMENT FAILURES, ELECTRICAL POWER FAILURES, STRIKES, LABOR DISPUTES, RIOTS, INSURRECTIONS, CIVIL DISTURBANCES, SHORTAGES OF LABOR OR MATERIALS, FIRES, FLOODS, STORMS, EXPLOSIONS, ACTS OF GOD, WAR, GOVERNMENTAL ACTIONS, ORDERS OF DOMESTIC OR FOREIGN COURTS OR TRIBUNALS, OR NON-PERFORMANCE OF THIRD PARTIES.**

7.3 **TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL ABS BE LIABLE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF**

CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY: (A) LOSS OF PRODUCTION , USE, BUSINESS, REVENUE, PROFIT OR DIMINUTION IN VALUE; (B) IMPAIRMENT, INABILITY TO USE, OR LOSS, INTERRUPTION, OR DELAY OF THE SERVICES; (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (D) COST OF REPLACEMENT GOODS OR SERVICES; (E) LOSS OF GOODWILL OR REPUTATION; OR (F) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

8. **Indemnification**

You agree to indemnify, defend and hold ABS and its officers, directors, employees, and agents harmless, at your expense, against any and all third-party claims, suits, actions, or proceedings, including reasonable attorney's fees and costs of court, to the extent that such action is based upon or arises out of: (a) your use of the Licensed APIs; (b) your breach of these API Terms, or (c) an allegation that your Application violates or misappropriates any copyright, trademark, patent, trade secret, or other intellectual property right of a third party.

9. **Term and Termination**

9.1 This Agreement is effective until terminated. You may terminate this Agreement at any time by providing written notice to ABS and ceasing to access or use the Licensed APIs and ABS API Library. If ABS terminates your use of the Licensed APIs for any reason, then you must permanently delete all Content and any other information that you stored pursuant to your use of the Licensed APIs, except when doing so would cause you to violate any law or obligation imposed by a governmental authority.

9.2 This Agreement automatically terminates if you: delete your Account granting access to the ABS API Library; remove the Licensed APIs from your computer or mobile device; breach the terms and conditions of this Agreement; become insolvent; cease doing business as a going concern; make an assignment for the benefit of creditors; file a petition for a receiver or in bankruptcy; fail to remain in class with ABS; or commit or fail to commit any act which jeopardizes the rights of ABS.

9.3 Upon termination, you shall immediately cease accessing and using the Licensed APIs and ABS API Library. You shall also destroy copies of any documentation and any other ABS information in your possession or control that was received under these API Terms.

10. **Governing Law and Jurisdiction**

10.1 The Agreement shall be governed by the laws of the State of New York, notwithstanding any conflict of laws provisions that may call for the application of the law of any other jurisdiction.

10.2 Any dispute that cannot be resolved amicably shall be exclusively submitted to the appropriate court(s) in New York County, New York. The Parties irrevocably agree that the courts of New York County, New York, have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement. The Parties irrevocably submit to the jurisdiction of such courts and waive any objection to proceedings in any such court on the ground of venue or on the ground that the proceedings have been brought in an inconvenient forum. This subclause is for the benefit of ABS and shall not limit its right to take proceedings in any other court of competent jurisdiction. If any action is brought to enforce any provisions of the

Agreement or for any breach, reasonable attorneys' fees shall be awarded to the prevailing Party.

11. General Provisions
- 11.1 Each of the parties to this Agreement is a legal entity or person separate and independent of the other. Nothing contained in this Agreement is to be construed or deemed to create a principal and agent relationship between the parties and/or any form of partnership or joint venture. Neither party shall enter into or have authority to enter into any engagement or make any representation or warranty on behalf of or pledge the credit of or otherwise bind or oblige the other party.
- 11.2 As used herein, "you" refers to you as an individual, to the extent you are utilizing the ABS Digital Apps or accessing the Client Portal individually, or "you" refers to the directors, officers, employees, agents, advisors or representatives of the entity for which you are utilizing the ABS Digital Apps or Client Portal within the scope of your employment.
- 11.3 This Agreement supersedes all prior representations, arrangements and understandings between the parties relating to the subject matter hereof and except as expressly provided herein is intended by the parties to be a complete and conclusive statement of the terms and conditions of this Agreement.
- 11.4 The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right hereunder.
- 11.5 The API Library may enable access to related services to the Classification and Statutory services offered by ABS. These services may be provided under multiple agreements. Nothing in this Agreement shall supersede or cancel any existing Request for Classification Agreement, Five Year Fee Agreement, Master Service Agreement, Digital Solutions Data Subscription Agreement, or any other service agreement entered into between us. In the event of a conflict between the provisions of these API Terms and any other agreement, the order of precedence shall be: (i) these API Terms, (ii) the Request for Classification Agreement, (iii) Five Year Fee Agreement, (iv) Master Services Agreement, or (v) any other agreement for services, except in the event you or your representative and an authorized representative of ABS signs a written amendment to any such agreement specifically stating that the subject provision(s) shall prevail over this Agreement.
- 11.6 Captions and headings are used in this Agreement for convenience only and shall have no effect on the construction and/or interpretation of the contents of the respective provision.
- 11.7 Any attempt by you to sell, sublicense, assign or transfer any of your rights, duties, or obligations under this Agreement, in whole or in part, shall be void and of no effect.
- 11.8 All rights and obligations of ABS under this Agreement may be exercised by it or any of its successors or assigns, including but not limited to any agents, distributors, or subcontractors, as may be appointed at ABS's discretion. Furthermore, all releases or other benefits in ABS's favor shall apply to such successors or assigns, where applicable.
- 11.9 If any provision of this Agreement is held to be invalid, void, ineffective, unenforceable and/or illegal, such will not affect the validity and/or enforceability of the remaining

provisions of this Agreement. In such case, the parties shall enter into good faith negotiations to amend such a provision in conformity with the original intention of the parties.

- 11.10 By entering into this Agreement to utilize the API Library and the Licensed APIs, you agree to designate account administrator(s) for your organization who will accept full responsibility for directing any and all email notices from ABS to the correct personnel within your organization. You also hereby accept full responsibility for ensuring that your email address is valid and that you will ensure all email addresses are valid for assigned administrator(s) and other users.
- 11.11 **ABS reserves the right to make changes and update any information or content contained within the ABS Digital Platform and/or the ABS Digital Apps without prior notice. Please check this page periodically for updates. Any changes to this Agreement will be incorporated into revised terms and conditions that we will post [here](#). Changes shall be effective when they are posted. YOU HAVE THE OBLIGATION TO REVIEW CHANGES TO THIS AGREEMENT WHEN YOU ACCESS OR RE-ACCESS THE ABS API LIBRARY. If you do not agree to, or cannot comply with the revised Agreement, you must stop using the ABS API Library or its contents.**

END OF ABS TERMS OF USE FOR ABS API LIBRARY

Name: _____

Title: _____

Date: _____