GEOCACHING

API License Agreement

Last Updated on May 16, 2018

This Geocaching API License Agreement ("**License Agreement**") and any Additional Terms defined below contain the terms and conditions that govern your ("**Licensee**" or "**You**") use of the Geocaching.com API and data feed. This is a legal agreement between You and Groundspeak, Inc. DBA Geocaching HQ ("**Geocaching HQ**"). By accepting these terms, You are representing that You have the authority to bind the party being issued a set of AuthCodes. In exchange for use of and access to AuthCodes for the Geocaching.com API, You agree to be bound by the terms of this License Agreement.

Background

Geocaching HQ operates Geocaching.com, a website dedicated to the activity of geocaching, which involves individuals and organizations setting up geocaches and sharing the locations and descriptions of these caches on Geocaching.com, and geocaching participants ("**End-Users**") using the location coordinates to find the caches. Geocaching HQ offers free accounts to End-Users ("**Basic Members**") and also offers a paid Premium Membership subscription that allows End-Users to access additional features and functionality ("**Premium Members**").

Geocaching HQ maintains an API to provide certain third party developer Licensees with access to Geocaching HQ Data ("**Geocaching API**" or "**API**"). The purpose of the API program is to allow Licensees to create websites and applications that extend the Geocaching HQ experience primarily for Premium Members ("**Purpose**"). Geocaching HQ approved Licensees are provided with AuthCodes to allow their websites and applications ("**API Client(s)**") to access Geocaching HQ Data. Geocaching HQ provides, through the Geocaching.com API, an authentication method for validating the Premium Membership status of End-Users for use by API Clients ("**Premium Member Verification**").

The API is provided royalty free, so that Licensees can generate revenue (or not) as they see fit, without having to pay royalties to Geocaching HQ. Although some level of services are provided for Geocaching HQ Basic Members via the API, the goal is to make those services available for introductory experiences to Basic Members within Licensee applications and services. It is Geocaching HQ's goal for Basic Members who enjoy the introductory experiences to upgrade to Premium Membership for full application/service access. Applications that do not serve this objective may be subject to rejection or removal from the API program.

The Geocaching API, Geocaching HQ Data, all AuthCodes, and the API specifications ("**Geocaching HQ Property**") are the Intellectual Property and proprietary information of Geocaching HQ and in some cases its licensors. Any right to use, copy, or to retain a copy of the Geocaching HQ Property is subject to and contingent on your full compliance with this License Agreement and applicable law. If You violate any part of this License Agreement, your access to all or any part of the Geocaching HQ Property may be suspended or terminated without notice. If You wish to terminate all or part of the License Agreement, You must cease all use of Geocaching HQ Property licensed under this Agreement.

1. Definitions

For purposes of this Agreement, the following are additional defined terms:

"**AuthCodes**" means unique authentication codes generated by Geocaching HQ consisting of a ConsumerKey and ConsumerSecret for accessing the Geocaching API.

"**Geocaching HQ Data**" means the content, data and other information that Geocaching HQ chooses to make available to Licensees through the API.

"**Intellectual Property**" means any patents, copyrights, trademarks and service marks, trade secrets, moral rights and any other intellectual property rights arising at any time under the laws of any jurisdiction.

"**Personal Data**" means any information that does or can be used to identify, contact or locate an individual or from which the identification or contact information of an individual can be derived, including name, address, phone number, fax number, email address, social security number or other government issued identifier, credit card information, location data, device ID, or online identifier.

2. Your Relationship with Geocaching HQ
2.1 Your enrollment in the Geocaching API program or any use of an AuthCode is subject to the terms of this License Agreement between You and Geocaching HQ.

2.2 Unless otherwise agreed in writing with Geocaching HQ, the terms and conditions of your use of the Geocaching API will always include, at a minimum, this License Agreement.

2.3 The agreement between You and Geocaching HQ in relation to the API may include terms in addition to this License Agreement, such as the terms of any legal notices applicable to the Geocaching API and the Geocaching API Specifications ("**Additional Terms**"). Geocaching HQ reserves the right to add Additional Terms. Where Additional Terms apply to the API, these will be accessible for You to read either within, or through your use of, the API or the applicable service or in this License Agreement. The Geocaching API Specifications are currently found at https://apidevelopers.geocaching.com/apiagreement/ which shall be updated from time to time by Geocaching HQ. If You have any questions, contact Geocaching HQ at apihelp@geocaching.com.

2.4 This License Agreement, together with any Additional Terms (together, the "**Agreement**"), form a legally binding agreement between You and Geocaching HQ. Geocaching HQ reserves the right to make changes to this Agreement at any time. You agree that any changes provided to You by Geocaching HQ in the API Forums or in this License Agreement are binding on You and that by continuing to use the API and/or AuthCode(s), You accept such changes.

2.5 In the event of a contradiction between this License Agreement and any Additional Terms, the Additional Terms will take precedence but only in relation to the specific service with which they are associated.

3. Enrollment in the API Program
3.1 In order to use the Geocaching API and receive an AuthCode, You must first submit an Enrollment Form and agree to this License Agreement. You may not use the Geocaching API or an AuthCode if You do not accept this License Agreement.

3.2 By submitting an Enrollment Form or using the Geocaching API, You understand that Geocaching HQ will treat these actions as acceptance of this Agreement from that point onward.

3.3 Your Enrollment Form must indicate the application or website You intend to develop and use with the Geocaching API. Geocaching HQ may reject your Enrollment Form if your application is determined to be unsuitable for any reason. Reasons for rejection of an Enrollment form include, but are not limited to proposed applications/services that:

a) Do not extend the Geocaching HQ experience for Premium members;
b) Promote or contain sexually explicit materials;
c) Promote violence or contain violent materials;
d) Promote discrimination, or employ discriminatory practices, based on race, sex, religion, nationality,

disability, sexual orientation, or age;
e) Promote or commit illegal activities;
f) Include a trademark owned by Geocaching HQ in the domain name of a URL;
g) Improperly use a Geocaching HQ logo or trademark;
h) Do not provide adequate protection of Personal Data;
i) Otherwise violate the Intellectual Property rights of Geocaching HQ or another individual or entity.

3.4 If Geocaching HQ rejects your Enrollment Form, You may request to reapply at any time. If Geocaching HQ accepts your Enrollment Form and later determines in its sole discretion that your application/service is unsuitable, Geocaching HQ may terminate this License Agreement and any access to the API that has been granted.

3.5 You will ensure that all of the information included in your Enrollment form, including contact information and the description of your application, is at all times complete, accurate, and up-to-date.

4. API Use, Restrictions and Thresholds
By submitting an Enrollment Form, making calls to the API, or accessing any associated data, You agree to comply with the following requirements:

4.1 You may use the Geocaching API only in accordance with the terms and conditions of this Agreement, the goals of the API program and information submitted in your Enrollment Form. If You have been granted written permission from Geocaching HQ to use the API in a limited manner or any other manner that differs from the terms of this Agreement, then You may only use the API in that manner and for no other purpose.

4.2 You will use any information acquired through the API only i) as required by applicable law; ii) in accordance with the terms of this Agreement and within the express scope of license granted in Section 5; and iii) as an extension of the Geocaching HQ experience.

4.3 You will use each AuthCode provided for only one application or website, limited to one platform or operating system. Any additional use of an AuthCode must be approved through a separate Enrollment Form application.

4.4 You will attribute any use of the Geocaching API in your API Client with the following text: " Powered by the Geocaching API. Made possible through the support of Geocaching Premium Memberships, the API program gives third-party developers the opportunity to work with Geocaching HQ on a full suite of integrated products and services for the community. API developer applications are designed to work with the core services of geocaching.com and provide additional features to the geocaching community." You will include the "Geocaching API Developer" Geocaching logo attached herein as Exhibit C and link the logo to www.geocaching.com.

4.5 You will follow the guidelines in the Geocaching API Specifications referenced in Section 2.3 above.

4.6 You will use the Premium Member Verification to distinguish between Basic Members and Premium Members and will only provide to Premium Members (i) those features that are defined as Premium Member Features in the Geocaching API Specifications and the attached Exhibit A annexed hereto and (ii) such other Premium member features as Geocaching HQ may add from time to time. For the avoidance of doubt, You may provide an introductory level experience to Basic Members, but You will not provide Basic Members with access to Premium Member features or content. You will display the messaging provided in Exhibit D or substantially similar messaging to encourage Basic Members to upgrade when they attempt to access Premium Member features or content.

4.7 You will not use the API to retrieve any data specific to a particular End-User account without an express request by that user in the currently active session of your API Client. This restriction does not apply to Geocaching.com public profile data of other users provided that each public profile data request

is an individual End-User request for the data from one (1) public profile for an End-User account that has not opted out of sharing Geocaching.com public profile data, as opposed to a bulk request for the data from multiple public profiles. Acceptable requests include those generated, for example, by an End-User clicking the author of a log, or the owner of a geocache, to view additional public profile information about that individual.

4.8 You must have all permissions required by applicable law to obtain or use any Personal Data. You agree to the terms of the Data Processing Addendum included at Exhibit E. At the direction of Geocaching HQ, You will remove or delete any Personal Data in an expedient manner

4.9 When authorizing new users through the Geocaching API, they must agree to allow us to share their information with your application and validate their account email address.

4.10 You will comply with the conditions of the Geocaching HQ Privacy Policy and Terms of Use. Any End-User information acquired through the API or submitted by a customer through the use of an API Client must be held in confidence in accordance with the Geocaching HQ Privacy Policy. You must maintain and observe a separate privacy policy for your API Client that is consistent with and provides at least the level of protection of the current Geocaching HQ Privacy Policy.

4.11 If you becoming aware of a Personal Data Breach, you will notify Geocaching HQ without undue delay of: (a) the nature of the data breach; (b) the number and categories of data subjects and data records affected; and (c) the name and contact details for the relevant contact person at your organization.

4.12 You will not share End-Users' home coordinates obtained via the Geocaching API with anyone other than the individual whose coordinates they are.

4.13 You will promptly remove any API integration from your API Client if requested to do so by Geocaching HQ.

4.14 You will not include on your API Client, or otherwise use the Geocaching API in connection with spyware, malware, virus, worm, Trojan horse, or other malicious or harmful code, or any software application not expressly and knowingly authorized by users prior to being downloaded or installed on their computer or electronic device.

4.15 You will not interfere or attempt to interfere in any manner with the functionality or proper working of the Geocaching API. You will not compile or use the Geocaching API for the purpose of direct marketing, spamming, unsolicited contacting of End-Users, or other advertising activities.

4.16 You will not use any other data from Geocaching.com or publish any data to or from Geocaching.com that is not provided through the API without the express, written consent of Geocaching HQ. This includes, but is not limited to, data acquired via linking, embedding, framing of Geocaching.com pages, site scraping, robots or other similar methods. Notwithstanding the above, Geocaching HQ generated GPX files may be imported into a Licensee API Client. Additionally, Licensees may provide access to Geocaching.com geocache detail pages for Geocaching Premium Members.

4.17 You will not issue any press release or public communication with respect to this Agreement, the API, or your relationship with Geocaching HQ without prior written consent from Geocaching HQ. You will not misrepresent or embellish, whether explicitly or through implication, the relationship between You and Geocaching HQ.

4.18 You will not attempt to modify, alter, tamper, repair, or otherwise create derivative works of the Geocaching HQ Data or the API. You will not reverse engineer, disassemble, decompile, or otherwise derive any source code of or relating to the Geocaching HQ Data or API.

4.19 You will not, without the express written approval of Geocaching HQ, sell, resell, distribute, sublicense, or transfer your access to the API or your AuthCode.

4.20 You will use all reasonable efforts to keep all Geocaching API data in a secure environment at all times according to commonly acceptable security standards for enterprise data, and an environment at least as secure as that of your own enterprise data. All Geocaching API data must be at least as secure as the protocol being accepted by the Geocaching API servers.

4.21 You will provide Premium Members and Basic Members with features and functions in accordance with the API Specifications and Limitations detailed in Exhibit A, annexed hereto and hereby incorporated by reference into this Agreement. Exhibit A may be modified from time to time by Geocaching HQ in its sole discretion and You will follow any such modifications or updates.

4.22 No anonymous access to API enabled features, functions or API provided data is permitted. Each user of Licensee application or service must submit their Geocaching.com username and password via OAuth in order to access any data via the API. No use of individual access tokens is permitted for aggregation of data. You are only permitted to use individual access tokens to request data for the End-User initially associated with the access token.

4.23 You will use the 'Get Profile' API method to determine the End-User's Premium or Basic Member status when in network on application start or application resume. When submitting a Get Profile request, You may be required to include additional information regarding the End-User device including, but not limited to, platform, model, operating system version, and application version.

4.24 In the event that Geocaching HQ releases a new API version, Geocaching HQ will provide notice to Licensees using the email address we have on file for You. Thereafter, You will upgrade your application to use the latest production version of the API as soon as possible. Geocaching HQ reserves the right to eliminate support for previous API versions in its sole discretion. Geocaching HQ is not responsible for undeliverable or unreceived email notices.

4.25 At the request of Geocaching HQ, and no more than once per quarter, You will provide access to all information, systems, and records as requested by Geocaching HQ to demonstrate your compliance with this section and the Agreement.

4.26 Throughout the Term, Geocaching HQ will conduct an ongoing review of all API Licensees. Any Licensees with applications and/or services who fail to meet the required activity thresholds set forth in Exhibit B, annexed hereto, may be terminated from the API program in the sole discretion of Geocaching HQ. Any attempts by Licensees to artificially inflate activity numbers in order to meet the activity threshold requirements may result in termination from the Geocaching API program. Geocaching HQ will provide notice to Licensees in the event that Licensee's application and/or service fails to meet any of the required activity thresholds and allow Licensee a 3-month period in which to meet those activity thresholds as determined by Geocaching HQ in its sole discretion.

4.27 Throughout the Term, Geocaching HQ will conduct an ongoing review of all API Licensees. Any Licensees with applications and/or services who meet or exceed the API Partner Promotion Benefit Threshold Requirements set forth in Exhibit B, annexed hereto, may be eligible for the Featured API Partner Promotion benefits set forth in Exhibit B.

5. API License

5.1 Subject to the terms of this Agreement and solely for the Purpose, Geocaching HQ grants You a limited, revocable, non-transferable, non-sub-licensable, non-exclusive, royalty-free license to a) copy and display Geocaching HQ Data using the API b) access and use the API in accordance with this Agreement; and c) allow API Client users to display and use the Geocaching HQ Data for non-commercial, personal use.

5.2 Geocaching HQ may change, suspend, or discontinue all or any portion of the API, or any service offered in connection with the Geocaching API, at any time. Geocaching HQ may also impose limits on certain features offered through the API with or without notice.

5.3 All Geocaching HQ Property is the property of Geocaching HQ or of its licensors. Geocaching HQ Property is protected by applicable Intellectual Property laws. Except as explicitly stated in this Agreement, Geocaching HQ Property is for personal and noncommercial use by End-Users. All rights not expressly granted in this Agreement are reserved by Geocaching HQ or by the respective owners of the Intellectual Property rights.

5.4 In the event that Geocaching HQ determines that your API Client is negatively impacting the API, other Licensee's API Clients, or End-Users, Geocaching HQ reserves the right to limit, suspend while we work together with You to address the issues or terminate your use of the API.

6. License to Use your Intellectual Property

Licensee grants Geocaching HQ a limited, non-exclusive license during the term of this Agreement to reproduce Licensee's trademarks and copyrighted material in advertisements and other promotional materials relating to approved API Clients in accordance with such standards for use of Licensee's trademarks or copyrights as may be established from time to time by Licensee. Such license shall expire immediately upon the expiration or termination of this Agreement except to the extent the trademarked or copyrighted materials are embedded or contained in existing materials previously created by Geocaching HQ. All goodwill arising from Geocaching HQ's use of Licensee's trademarks shall inure solely to the benefit of Licensee.

7. License to Use Geocaching HQ Intellectual Property

Geocaching HQ grants Licensee a limited, non-exclusive license during the term of this Agreement to reproduce the Geocaching HQ trademark logo in Exhibit C. Such use shall be limited to Geocaching HQ-approved API Clients. All goodwill arising from Licensee's use of Geocaching HQ's trademark(s) shall inure solely to the benefit of Geocaching HQ. Licensee shall not register any Geocaching HQ trademark or any mark or name closely resembling them. Licensee shall not register in any Internet domain any domain name which incorporates as any part of such domain name any trademark owned by Geocaching HQ. Except for the licenses granted above, Licensee is not permitted under this Agreement to use any other Geocaching HQ Intellectual Property. Licensee shall submit to Geocaching HQ for review and approval any use of Geocaching HQ names, trademarks or other materials. All such uses must be in accordance with Geocaching HQ's Trademark and Logo Usage Guidelines posted at http://www.geocaching.com/about/logousage.aspx as well as any additional Geocaching HQ instructions or Additional Terms.

8. Ownership

Geocaching HQ retains all right, title, and interest in and to the Geocaching HQ Property. The Geocaching HQ geocache icons may be used by Licensee to represent the appropriate geocache types within the API Client geocaches listed on Geocaching.com. If Licensee chooses to display such icons within the API Client, Licensee shall include the following attribution statement: "*Geocaching Cache Type Icons © Groundspeak, Inc. DBA Geocaching HQ. All rights reserved. Used with Permission.*"

9. Termination

9.1 The terms of this Agreement will continue to apply until terminated by either You or Geocaching HQ as set out below. Sections 4, 5.3, 8, 9.4, 10, 11, 12, 13 and 14 will survive the termination or expiration of this Agreement. All licenses granted under this Agreement will immediately terminate upon termination or expiration of this Agreement.

9.2 If You want to terminate this Agreement, You may do so by ceasing your use of the API and Geocaching HQ Property and deleting all Geocaching HQ Data.

9.3 Any licenses contained in this Agreement will terminate automatically without notice if You fail to comply with any provision of this Agreement. Geocaching HQ may at any time, terminate this Agreement if:

a) You have breached any provision of the terms;
b) You have acted in a manner which clearly shows that You do not intend, or are unable, to comply with the Terms;
c) Geocaching HQ is required to do so by law;
d) Geocaching HQ is no longer serving users in the country in which You are a resident or from which You use the API;
e) the provision of the API to You by Geocaching HQ is, in Geocaching HQ's opinion, no longer commercially viable; or
f) in Geocaching HQ's sole discretion, You are no longer actively using the API or are not serving a certain minimum number of End-Users or Premium Members.

Additionally, Geocaching HQ may terminate this Agreement for its convenience at any time.

9.4 Upon termination of this Agreement, You must immediately (i) stop using the Geocaching API and all Geocaching HQ Property; (ii) stop distributing and developing your API Client(s) and (iii) return or destroy any Geocaching HQ Property, including any Personal Data or other Intellectual Property or other information of Geocaching HQ and certify any such destruction upon Geocaching HQ's request.

10. Indemnity

10.1 You agree to, at your own expense, indemnify and hold Geocaching HQ, its officers, employees, agents and community volunteers ("**Indemnified Parties**") harmless against any and all losses, claims, damages, and expenses (including reasonable attorneys' fees) that the Indemnified Parties may incur in connection with: (a) your breach of any of the terms of this Agreement; (b) any claim by a third party that your use of Intellectual Property breaches any Intellectual Property rights or (b) your use of the Geocaching API or any of your activities related to that use.

10.2 Geocaching HQ shall, at its own expense, defend, indemnify and hold Licensee harmless from and against any claims, damages, losses, demands, costs and expenses that any Geocaching HQ trademark or copyright used in accordance with any instructions provided by Geocaching HQ infringes or misappropriates a third party's Intellectual Property rights.

10.3 You agree that You will be solely responsible for all activities that occur under your AuthCode. If You become aware of any unauthorized use of your account or have reason to believe your AuthCode has been compromised, You agree to notify Geocaching HQ immediately at apihelp@geocaching.com and take any actions thereafter as may be directed by Geocaching HQ.

11. No Warranties

11.1 Neither Geocaching HQ, nor any successor, predecessor, agent, officer, or employee of Geocaching HQ, warrants the accuracy, reliability, or timeliness of any Geocaching HQ Data. Geocaching HQ will not be liable for any damage or loss caused by your reliance on the accuracy, reliability, or timeliness of Geocaching HQ Data. Because of the number of possible sources of information available through the API, and the inherent hazards and uncertainties of electronic distribution, there may be delays, omissions, or inaccuracies in the Geocaching HQ Data. The Geocaching HQ Data may include facts, views, opinions, and recommendations of individuals and organizations. Geocaching HQ does not endorse, assert, or guarantee the truthfulness or reliability of any such facts, views, opinions, or recommendations, nor any statements made by persons other than authorized Geocaching HQ spokespersons, including, without limitation, information contained in the forum areas of the Geocaching API. The Geocaching API may also contain links to one or more third party internet sites. Geocaching HQ is not responsible for the content of such third party internet sites and does not warrant the accuracy, reliability, or timeliness of any information or downloads posted on or obtained from such third party internet sites. You and your end-users rely on the API Information at your own risk.

11.2 THE GEOCACHING HQ PROPERTY (AND EACH OF ITS CONSTITUENT PARTS) IS PROVIDED TO YOU "AS IS", AND YOU ASSUME THE ENTIRE RISK AS TO YOUR USE OF THE GEOCACHING HQ PROPERTY. GEOCACHING HQ HEREBY DISCLAIMS ALL WARRANTIES, DUTIES OR CONDITIONS (IF ANY), WHETHER EXPRESS OR IMPLIED, WITH REGARD TO THE GEOCACHING HQ PROPERTY INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND LACK OF NEGLIGENCE. GEOCACHING HQ GIVES NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE GEOCACHING HQ PROPERTY, AGAINST INFRINGEMENT, OR AS TO TITLE, OR THAT THE GEOACHING HQ PROPERTY, OR GEOCACHING HQ'S EFFORTS, WILL FULFILL ANY OF YOUR PARTICULAR PURPOSES OR NEEDS. FURTHERMORE, GEOCACHING HQ GIVES NO WARRANTIES AS TO THE AVAILABILITY OF THE API AT ANY PARTICULAR TIME; FUNCTIONALITY; TIMELINESS OF SERVICES; ACCURACY OR CURRENCY OF GEOCACHING HQ DATA; LACK OF VIRUSES; OR ANY OTHER WARRANTY.

12. Limitation of Damages

12.1 TO THE FULLEST EXTENT PERMITTED BY LAW, AND REGARDLESS OF THE FORM OR CAUSE OF ACTION OR THE ALLEGED BASIS OF THE CLAIM, YOU AGREE THAT GEOCACHING HQ, ITS OFFICERS, EMPLOYEES, AGENTS, AND GEOCACHING COMMUNITY VOLUNTEERS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL, DIRECT, OR OTHER DAMAGES WHATSOEVER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR USE OF THE GEOCACHING HQ PROPERTY, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES OTHERWISE PROVIDED UNDER THIS AGREEMENT, AT LAW, OR IN EQUITY, FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION AND EXCLUSION OF DAMAGES INCLUDES BUT IS NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET ANY DUTY INCLUDING OF GOOD FAITH OR OF REASONABLE CARE, FOR NEGLIGENCE OR NEGLIGENT MISREPRESENTATION, AND FOR ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, EVEN IN THE EVENT OF THE FAULT OF GEOCACHING HQ, OF TORT (INCLUDING NEGLIGENCE), STRICT OR PRODUCT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY.

12.2 SHOULD A COURT OF COMPETENT JURISDICTION DETERMINE THAT THE LIMITATION ABOVE OR ANY PORTION THEREOF IS NOT LEGALLY VALID, GEOCACHING HQ, ITS OFFICERS, EMPLOYEES, AGENTS AND GEOCACHING COMMUNITY VOLUNTEER'S LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY TERMS AND CONDITIONS REFERENCED IN THIS AGREEMENT) INCLUDING FOR ANY DIRECT DAMAGES ARISING FROM YOUR RELIANCE ON THE GEOCACHING HQ DATA, WILL BE LIMITED TO U.S. $100.00 OR THE AMOUNT OF DIRECT DAMAGES INCURRED BY YOU IN RELIANCE ON THIS GEOCACHING HQ DATA, WHICHEVER IS LESS. YOU AGREE THAT THIS IS YOUR SOLE AND EXCLUSIVE REMEDY AND YOU HEREBY RELEASE GEOCACHING HQ, ITS OFFICERS, EMPLOYEES, AGENTS AND GEOCACHING COMMUNITY VOLUNTEERS FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THE LIMITATION.

13. Governing Law and Dispute Resolution

This Agreement will be governed by and construed in accordance with the laws of the State of Washington, without regard to the conflict of laws rules of any jurisdiction. The parties shall first attempt in good faith to resolve any dispute arising out of or relating to this Agreement by negotiation. If the parties are unable to resolve the dispute by negotiation, either party shall have the right to submit the dispute to binding arbitration ("**Arbitration**"). Such Arbitration shall be conducted under the Judicial Dispute Resolution Arbitration Rules. The arbitrator will be selected by agreement of the parties. If the parties cannot agree on an arbitrator, an arbitrator will be designated in accordance with the Judicial Dispute Resolution rules. The arbitrator shall have the authority to award compensatory damages only. The award rendered by the arbitrator shall be final, binding and non-appealable, and judgment upon such award may be entered by any court of competent jurisdiction. Other than those matters involving injunctive relief as a remedy, including during a pending Arbitration, or any action necessary to enforce the award of the arbitrators, the provisions of this paragraph shall be a complete defense to any suit, action or other proceeding instituted in any court with respect to any dispute, controversy or claim arising out of or related to this Agreement, or the creation, validity, interpretation, breach or termination of this Agreement. Each party shall be responsible for its own expenses, including legal fees, incurred in the course of the Arbitration. The fees of the arbitrator shall be divided evenly between the parties. The Arbitration shall be conducted in Seattle, Washington, USA. The provisions of this paragraph will not prevent Geocaching from seeking (i) equitable relief regarding the Licensee's breach of its obligations under this Agreement or

(ii) specific performance of Licensee's material breach of its obligations under this Agreement. Both Parties agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Agreement that are not affected by the dispute.

Use of the API is not authorized in any jurisdiction that does not give effect to all provisions of this Agreement. Geocaching HQ's and your performance under this Agreement is subject to all applicable laws and regulations, and both parties agree that either party may comply (after providing maximum practicable advance notice to the other) with law enforcement or regulatory requests or requirements notwithstanding any contrary term of this Agreement.

14. Attorney's Fees
In any formal action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party will be entitled to recover its costs, including reasonable attorneys' fees.

15. Changes to this Agreement
Geocaching HQ reserves the right to revise the terms of this Agreement at any time and from time to time. Each time You use the API, You are bound by the version of this Agreement that is in effect and posted with the Geocaching API at the time of your use. The most updated version of the API License Agreement can be viewed online at http://www.geocaching.com/live/api_license_agreement.aspx

16. Severability; No Waiver; Entire Agreement.
If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the parties agree that the remaining provisions of the Agreement will remain in full force and effect, and the allocation of risk described herein will be given effect to the fullest extent possible. Geocaching's failure to act with respect to a breach by You or others does not constitute a waiver of Geocaching's right to enforce its rights with respect to subsequent or similar breaches. This Agreement, along with any API guidelines or policies posted with the API or otherwise provided to You by Geocaching, constitutes the entire agreement between You and Geocaching with regard to your use of the Geocaching API.

The parties agree that the electronic signature of Licensee on this Agreement shall be as valid as an original signature of such party and shall be effective to bind Licensee to this Agreement.

ACCEPTED AND AGREED

Date: 05/17/2018

Licensee Company Name: Globalcaching

Licensee Application/Service Name: globalcaching.eu, GAPP

Signature: ████████

Name: ████████

Geocaching.com Username: de broekies

Title: Owner

Exhibit A
API Restrictions & Call Limits

General Application Limits:
1. The limits on calls per user per method will be made available within the API documentation located here: https://api.groundspeak.com/documentation. These limits are subject to change by Geocaching from time to time. If Licensee requires alternative limits for specific API calls, Licensee may request a modification of such limits and Geocaching will render a determination in Geocaching's sole discretion.

Premium Member vs. Basic Member Services:
1. Features and Geocaching HQ Data provided through the API shall be available only to authorized geocaching.com account holders with the following limitations which are subject to change at the discretion of Geocaching:

a. Basic Members shall be limited to viewing full geocache details for up to 3 geocaches per day. Prior to viewing the full details for each of the 3 geocache listings, the Basic Member must be notified of this restriction using text supplied by Geocaching HQ or, in the absence of text supplied by Geocaching HQ, text which is substantially similar to the text displayed in Exhibit D.

b. Geocache search results for Basic Members shall be limited to Traditional Geocache and Event Cache Listings only.

c. Basic Members may request full geocache details for non-Traditional Geocaches using the GC reference code; however, they will remain subject to the limitation of 3 as set forth in section 1a above.

d. Basic Members viewing lite (limited) data for geocaches may not be provided with additional Geocache Data obtained via the API. To be clear, this means that, for Basic Members, Licensees may not supplement the lite Geocache Data with additional Geocache Data obtained using other API calls.

e. Under no circumstances shall any Basic Member be provided access to Geocaching HQ Data from any source other than the Geocaching API via Licensee services. To be clear, this means that any avoidance of the limitations proscribed above by presenting links to geocache detail pages, supplemental Data obtained via the API, or other geocaching data within or via the Licensee application or service shall be considered a breach of this Agreement and may subject Licensee to removal from the API program in Geocaching's sole discretion.

Exhibit B

1. **Activity Threshold Requirements:**

Unique Monthly Users:
Each API Client must maintain a minimum monthly user total of at least 500 unique users per month. API Clients that have been using the API for less than one-year are not subject to this requirement.

Premium Member Usage Percentage:
Each API Client must maintain a minimum Premium Member usage percentage of no less than 40% Premium Member users each month.

API Calls Per User:
Each API Client must maintain a reasonable ratio of API calls per user not to exceed 1,500 API calls per user per month.

Exceptions:
Geocaching reserves the right to grant exceptions to the above Activity Threshold Requirements in its sole discretion. In the event that an exception has been granted by Geocaching, Licensee may be required to pay a quarterly license fee.

2. **API Partner Promotion Threshold Requirements:**

Unique Monthly Users:
In order to be eligible for the Featured API Partner Promotion Benefits below, API Clients must maintain a minimum monthly user total of at least 1,500 unique users per month.

Premium Member Usage Percentage:
In order to be eligible for the Featured API Partner Promotion Benefits below, API Clients must maintain a minimum Premium Member usage percentage of no less than 50% Premium Member users each month.
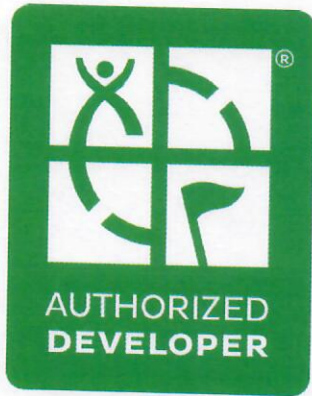
3. **Featured API Partner Promotion Benefits:**

API Partners who meet or exceed the API Partner Promotion Benefits Threshold Requirements above will be eligible for the following benefit:

1. Featured Listing on API Developers list with Application/Service Logo, Description, and Link

Exhibit C

Authorized Developer Logo & Attribution Language

Powered by the Geocaching API. Made possible through the support of Geocaching Premium Memberships, the API program gives third-party developers the opportunity to work with Geocaching HQ on a full suite of integrated products and services for the community. API developer applications are designed to work with the core services of geocaching.com and provide additional features to the geocaching community.

Exhibit D
Basic Member Full Cache Details Request Example Text:

a. As a basic Geocaching member, you are permitted to download full details of 3 geocaches per 24 hour period. After downloading details for this geocache, you will have 1 cache remaining until Tuesday at 8:21am when your basic member limit will be reset.

b. Upgrade to a Geocaching Premium Membership today for full geocache information, access to all geocaching cache types, and many other Premium services including lists, offline functionality and geocache filtering.

Exhibit E
Data Processing Addendum

This Joint Controller Data Processing Addendum (this "**Addendum**"), is part of the License Agreement between You ("**Co-controller**") and Geocaching HQ ("**Controller**") and governs Co-controller's Processing of End-User Personal Data to the extent such Personal Data relates to natural persons in the European Economic Area ("**EEA**") or Switzerland in connection with Co-controller's provision of geocaching-related services to End-Users as an API Client ("**Services**"). Except as expressly stated otherwise, in the event of a conflict between the terms of the License Agreement and the terms of this Addendum, the terms of this Addendum will take precedence. Unless otherwise indicated, all capitalized terms used but not defined in this Addendum or in the Agreement have the meanings given to them in Regulation (EU) 2016/679, the General Data Protection Regulation ("**GDPR**").

The parties agree that for the purposes of this Addendum, the parties are Joint Controllers, as that term is understood under GDPR Article 26. This Addendum apportions the parties' responsibilities with respect to personal data obtained by Co-controller about EEA residents who are users of Controller's websites and services ("**Personal Data**").

1. **Applicable Law.** Co-controller represents and warrants that it is in compliance with all applicable data protection laws.

2. **Obtaining Consent.**

   a. <u>Responsibility of each Controller</u>. Controller and Co-Controller will respectively obtain consent to the Processing of the Personal Data performed by each party, including the sharing of Personal Data between parties and the transfer of Personal Data out of the EU to the US.

   b. <u>Indemnity</u>. Notwithstanding anything in the Agreement to the contrary, Co-controller will defend, indemnify and hold harmless Controller and its officers, directors, employees, sub-licensees, contractors, customers and agents from any and all claims, losses, liabilities, damages, expenses, regulatory penalties, taxes, and costs (including attorneys' fees and court costs) arising out of or related to the failure of any consent to comply with the requirements of the GDPR.

3. **Data Subject Rights.** The parties will maintain appropriate technical and organizational measures needed to enable them to respond to requests from Data Subjects to access, correct, transmit, limit processing of, or delete any relevant Personal Data held by them. The parties will cooperate to the extent reasonably necessary in connection with a Data Subject's request for the fulfillment of the parties' obligations to respond to requests for exercising the Data Subject's rights in Chapter III of the GDPR ("**Request**"). A party receiving a Request will promptly inform the other party if it is unable to fulfill the Request. The parties will work in good faith to resolve the Request within the deadlines specified by the GDPR.

4. **Recordkeeping.** Upon a request issued by a supervisory authority to Controller for records regarding Personal Data, Co-controller will cooperate to provide the supervisory authority with records related to Processing activities performed on Controller's behalf, including information on the categories of Personal Data Processed and the purposes of the Processing, the use of service providers with respect to such Processing, any data disclosures or transfers to third parties and a general description of technical and organizational measures to protect the security of such data.

5. **Retention and Disposal.** Co-Controller shall set a period for retention of End-User Personal Data such that it shall retained by Co-Controller only for so long as may be reasonably required in connection with the performance of this License Agreement. Co-controller will delete any Personal Data it has collected (1) at the request of Controller and (2) following the termination of the License Agreement, as described above, unless continued storage is required to comply with applicable law.