CultureDive API Terms of Use

Effective Date: [Insert effective date] | Company: APC Labs, S.L.U.

Website: www.culturedive.ai

These API Terms of Use (the “Terms of Use”) constitute a legally binding agreement between APC LABS, S.L.U., a company of Spanish nationality with registered office at Passeig Gracia 61, 08015 Barcelona, registered with the Barcelona Commercial Registry under Volume IRUS: 1000384076677, Folio 0, Page B-600135, with Tax ID (N.I.F.) B56173479, and email address info@culturedive.ai (hereinafter, “APC Labs” or the “Company”), and the Client, and govern access to and use of the CultureDive API by the Client.

These Terms of Use supplement CultureDive’s General SaaS Terms and Conditions of Service (the “Terms”) and must be read together with the Terms and with the Company’s Privacy Policy. Unless expressly stated otherwise, the Terms shall apply to access to and use of the API. In the event of any conflict, these Terms of Use shall prevail with respect to the matters specifically governed herein. By using the API, the Client fully and unreservedly accepts these Terms of Use and the Master Agreement.

The API is offered exclusively to professional clients. The Client represents that it is acting within the scope of its business or professional activity, within the meaning of Spanish Law 7/1998, of 13 April, on General Contracting Terms, and acknowledges that, prior to entering into this agreement, it has had effective access to these Terms of Use in a clear and comprehensible manner and has been able to review their content in full. Where the Client acts on behalf of a legal entity, it represents that it has sufficient authority to accept these Terms of Use on that entity’s behalf and to bind it legally.

1. Definitions

For the purposes of these Terms of Use, in addition to the definitions already set out in the Master Agreement, the following terms shall have the meanings indicated below:

- **Master Agreement**: refers collectively to the Terms, these API Terms of Use, the applicable Order Form, and any other equivalent document signed by the Parties establishing the rights and obligations between them.
- **Order Form**: has the meaning given to the term “Order” (Pedido) in the Terms.
- **Client Applications**: any system, software, dashboard, integration, or workflow developed, operated, and/or used by the Client that connects to or interacts with the CultureDive API.
- **API Key**: the credential, code, token, or other authentication and security mechanism provided to or generated for the Client that enables its authorized access to the CultureDive API. API Keys are confidential and may not be shared with unauthorized third parties.
- **Client**: has the meaning given to that term in the Terms, i.e., the individual or legal entity that, acting within the scope of its business or professional activity, accesses or uses the CultureDive API.
- **Client Data**: any data, information, content, or dataset that the Client provides, transmits, or makes available to the Company through the API or any other authorized mechanism, for processing, analysis, or enrichment through CultureDive.
- **Usage Limit**: the technical parameters governing consumption of the CultureDive API, including any applicable rate limits and call quotas, as specified in the relevant Order Form accepted by the Client.
- **Third-Party Digital Platforms**: third-party social media platforms, websites, and other digital services, including, by way of example, Instagram, TikTok, YouTube, X, Facebook, LinkedIn, Reddit, Pinterest, and Snapchat, with which the Company does not necessarily maintain any contractual relationship, whose public data is indexed, analyzed, and processed by CultureDive Intelligence and which constitute

the principal source of the API Output made available by the Company to the Client.

- **API Output**: all information, quantitative and qualitative metrics, brand performance data, territorial and market data, content creator data, emerging cultural trend data, and any other data, analysis, or information generated and provided by the Company to the Client through the API, over which the Company holds such intellectual property, industrial property, database, or trade secret rights as correspond to it given the nature and content of each output, without prejudice to third-party rights in the underlying source content.
- **Client Output**: all insights, analyses, and data generated by CultureDive Intelligence exclusively from Client Data provided by the Client itself, which constitute the Client's intellectual property. Client Output shall remain available for export by the Client throughout the term of the Master Agreement and for a period following its termination, as specified in the relevant Order Form, based on the Client's own data and systems, after which it shall be permanently deleted from the Company's systems in accordance with Section 5 of these Terms of Use.
- **Terms of Use** — These API Terms of Use.
- **Acceptable Use**: refers to the rules set out in Section 4 of these Terms of Use.
- **Company / We / Our**: refers to APC Labs, S.L.U.
- **CultureDive API**: the integration interface (application programming interface) of CultureDive Intelligence, including its documentation, API Keys, and associated data flows.
- **CultureDive Intelligence**: the proprietary brand and cultural intelligence platform of APC Labs, S.L.U. (the CultureDive Intelligence Portal), which combines quantitative and qualitative analysis of online content and audience behavior across social and digital platforms, providing insight to measure and grow brands' cultural relevance.

2. Grant of API License

The Company grants the Client a limited, non-exclusive, paid, and non-transferable license to use the API and the API Output strictly for the purposes set out in the Master Agreement, and solely for the term thereof. This license may be suspended or terminated in the circumstances set out in these Terms of Use and in the Master Agreement. The ability to sublicense this license to affiliates or third parties shall be governed by the terms set out in the Master Agreement.

Authorized use under this license includes, by way of example: (a) integrating the API Output with business intelligence platforms (including, among others, Tableau, Power BI, and Looker), data warehouses, and the Client's own applications; (b) correlating the API Output with the Client's own data (such as sales data, media investment, and brand image improvement); and (c) using the API Output to feed the Client's internal predictive models, provided that such use is not intended, and does not have the effect, of creating, developing, training, providing, or commercializing a product or service that substantially reproduces the functionalities, content, or results of the Company's Services.

The license granted herein covers use of the CultureDive API by the Client's systems, including automated processes for integrating, updating, or feeding data warehouses and dashboards, it being understood that the Client remains solely responsible for reviewing and validating the API Output before making business decisions based on it, in accordance with the Terms. Integration methods that, by their nature, frequency, volume, or purpose, exceed what is contemplated in the Master Agreement shall require the Company's prior written authorization.

3. Client Obligations and Responsibilities

The Client is fully responsible for the Client Applications, including their development, operation, security, and regulatory compliance, which includes, among other things, all integration and configuration work for the API within its internal systems and with partners.

As this is a specialized service, access to the API requires a high level of security responsibility on the part of the Client. The API Key constitutes confidential information and must be treated with the same degree of care as an administrative password. The Client is solely and exclusively responsible for maintaining the security and confidentiality of its API Keys, and undertakes not to share, expose, or store them in insecure environments or in publicly accessible source code. Any activity carried out through the Client's API Keys shall be deemed to have been carried out by the Client itself, who shall be responsible for such use, whether authorized or not, unless the Client demonstrates that the unauthorized use resulted from a breach attributable to the Company.

In the event of loss, theft, or suspected compromise of an API Key, the Client must immediately notify the Company at info@culturedive.ai to request revocation and replacement of the credential. Following such notification, the Company will make all commercially reasonable efforts to revoke the compromised API Key and make a new credential available within forty-eight (48) business hours.

The Company shall not be liable for any inaccuracy or failure in the API Output arising from technical limitations, the unavailability of data on the Third-Party Digital Platforms, or query parameters, filters, or configurations submitted by the Client to the API incorrectly or inconsistently.

The Client undertakes to comply with all Acceptable Use rules set out in Section 4 of these Terms of Use. Breach of such rules shall constitute a breach of contract and, where substantial or repeated, shall entitle the Company to take the measures provided for in the Master Agreement, including termination. The Company may immediately suspend access to the CultureDive API and/or CultureDive Intelligence where necessary for reasons of security, fraud, unauthorized use, regulatory compliance, or to prevent serious harm to the Services or to third parties.

4. Acceptable Use of the API

When using the CultureDive API, the Client is subject to the Acceptable Use rules described in this document and expressly undertakes not to carry out, nor permit third parties to carry out, any of the following activities:

- use the CultureDive API for any purpose other than that stated in the Order Form or any equivalent document executed with the Company, without prior notice and without the Company's written authorization;
- use the CultureDive API for any purpose that is unlawful, fraudulent, defamatory, or that infringes the privacy of third parties;
- use the CultureDive API for any purpose that infringes the intellectual property, privacy, or other rights of the Company and/or third parties;
- attempt to circumvent or bypass any security measure, authentication mechanism, or usage limitation (rate limiting) of the CultureDive API;
- transmit viruses, malware, spyware, or any other malicious code through the CultureDive API;
- conduct penetration testing, load testing, stress testing, vulnerability scanning, or any action that could overload, damage, or degrade the performance of the Company's infrastructure without its prior, express, written authorization;
- make a volume of calls to the CultureDive API that exceeds the Usage Limit set in the Master Agreement, or that causes a significant degradation of the Company's infrastructure reasonably

attributable to the Client's conduct, particularly in cases of attacks or unauthorized automated use;

- carry out, or permit third parties to carry out, reverse engineering, decompilation, disassembly, or any other attempt to obtain the source code, algorithms, or architecture of CultureDive Intelligence's technology and/or the CultureDive API, except to the extent expressly permitted by applicable law;
- use the API Output to train, fine-tune, validate, calibrate, or otherwise develop an artificial intelligence model that substantially reproduces the functionalities or results of the Company's Services, including use of the API Output as reinforcement data (RLHF) or persistent few-shot examples;
- resell, sublicense — except where expressly permitted under the Master Agreement — or otherwise redistribute to third parties direct access to the CultureDive API's raw data feeds;
- use the CultureDive API or the API Output to create a product or service that is functionally equivalent to, and directly competes with, CultureDive Intelligence;
- carry out scraping, bulk extraction, or reuse of a quantitatively or qualitatively substantial part of the Company's databases, or the repeated and systematic extraction or reuse of all or part thereof;
- engage in any use that constitutes a breach of applicable laws and regulations, in particular those governing data protection, privacy, information security, artificial intelligence, and other relevant matters.

5. Intellectual Property and Data Processing

All software, algorithms, models, platforms, tools, features, methodologies, and other services and resources made available to the Client by the Company, including, among others, the CultureDive API and CultureDive Intelligence, are and shall remain the exclusive property of the Company or its licensors, who retain such intellectual property, industrial property, database, and trade secret rights as correspond to them given their nature, and nothing in these Terms of Use or in the Master Agreement shall be construed as transferring any of the Company's intellectual property rights to the Client. Rights in the API Output are governed by its definition and by Section 2 of these Terms of Use.

Any suggestion, idea, comment, or improvement that the Client provides to the Company in connection with the CultureDive API ("Feedback") shall be deemed a voluntary contribution. The Client grants the Company a worldwide, irrevocable, royalty-free, transferable, and sublicensable license, for the maximum period permitted by law, to use, reproduce, modify, incorporate, and exploit the Feedback and any rights that may arise therefrom in its products and services, without any obligation of compensation or attribution to the Client, and without the Client being entitled to claim any right over products, services, or improvements developed therefrom, unless the Parties expressly agree otherwise in writing.

Client Data shall remain the exclusive property of the Client. The Client grants the Company a limited license to use Client Data for the sole purpose of providing the CultureDive API services.

In connection with the operation of the CultureDive API, the Company needs to process certain personal data, acting as data controller, to ensure the proper functioning of the CultureDive API. The Company guarantees that such processing is carried out in accordance with Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), Spanish Organic Law 3/2018 on the Protection of Personal Data and the Guarantee of Digital Rights (LOPDGDD), Law 34/2002 on Information Society Services and Electronic Commerce (LSSICE), and Regulation (EU) 2024/1689 on Artificial Intelligence (the AI Act).

The terms relating to the collection, use, and retention of data, as well as the exercise of data subjects' rights, are set out in the Company's Privacy and Cookies Policy.

6. Disclaimer of Warranties, Limitation of Liability, and Indemnification

The API and the API Output are provided “as is” and on an “as available” basis. The Company performs the service on a best-efforts (obligation of means) basis and, to the fullest extent permitted by applicable law, disclaims all warranties, express or implied, in relation to the usability of the API Output, without prejudice to those obligations and liabilities that cannot be validly excluded under applicable law.

Data provided by the CultureDive API is dynamic in nature and depends on information provided by the Third-Party Digital Platforms, which may be updated, corrected, or deleted by such platforms retroactively, at any time, and without prior notice to the Company. From the moment the Client extracts API Output, such data constitutes a static snapshot corresponding exclusively to the date of extraction, and may differ from current data available on the CultureDive Intelligence portal in queries performed at later dates. The Company shall not be liable for any discrepancy between the API Output extracted by the Client and current platform data resulting from updates, corrections, or deletions made by the Third-Party Digital Platforms after the extraction date.

The Company’s total aggregate liability arising from these Terms of Use shall be limited to that set out in the Master Agreement. Under no circumstances shall the Company be liable for loss of profits or indirect damages, except in cases of willful misconduct or gross negligence.

The Client undertakes to indemnify and hold the Company harmless from and against any claim, damage, or expense (including reasonable attorneys’ and court fees) arising from: (a) the Client Applications; (b) the Client’s breach of these Terms of Use or of applicable law; (c) third-party claims alleging infringement of their rights by Client Data; or (d) any use that breaches the terms set out in this document and in the Master Agreement, to the extent such facts are attributable to the Client.

The indemnification obligation shall not apply to the extent the claim arises from a breach, negligent act, or willful misconduct attributable to the Company. The Company shall notify the Client, as soon as reasonably possible, of any claim subject to this obligation and shall allow it to participate in its defense, and the Client may not admit liability or reach settlements that impose obligations on the Company without the Company’s prior written consent.

7. Infrastructure and Security

The CultureDive API and all processing logic are hosted and managed within the Company’s cloud infrastructure. No component of the Company’s technology, software, or infrastructure shall be installed or deployed on the Client’s systems or internal infrastructure. The Company shall implement and maintain appropriate and proportionate technical and organizational measures, taking into account the nature of the Services, reasonably foreseeable risks, and the state of the art, intended to preserve the confidentiality, integrity, and availability of its services.

Nothing in this clause relieves the Client of its own security obligations with respect to the Client Applications, and its systems, credentials, API Keys, devices, users, networks, and integrations under its control.

The Company will use all commercially reasonable efforts to keep the CultureDive API available, but does not guarantee uninterrupted, continuous, or error-free availability. Specific service-level commitments shall only be enforceable where expressly set out in a Service Level Agreement entered into or incorporated into the Master Agreement.

The force majeure provisions set out in the Terms shall equally apply to access to and use of the API, it being understood that force majeure events include, in all cases, the unavailability, modification, restriction, or removal of data or access provided by the Third-Party Digital Platforms, as well as failures or interruptions attributable to hosting or cloud infrastructure providers.

8. Suspension, Termination, and Modifications

The Company reserves the right to suspend or terminate the Client's access to the CultureDive API and/or CultureDive Intelligence in the event of a breach of these Terms of Use, the Master Agreement, or applicable law.

Except in the case of a serious breach or where the following paragraph applies, the Company shall first give the Client written notice, including by email, to remedy the breach within fifteen (15) days.

Notwithstanding the foregoing, the Company may preventively and temporarily suspend access to the CultureDive API, without prior notice, where it detects use that poses an immediate risk to the security, availability, or integrity of its systems or those of third parties, notifying the Client as soon as possible following the suspension.

These Terms of Use may be modified for legal, technical, security, or service-evolution reasons, provided that the Client is notified of all material changes with reasonable advance notice, as well as any change affecting the service, the discontinuation of an endpoint, or the deprecation of CultureDive API features, or any material change to the underlying artificial intelligence model that alters the default behavior of the API Output, with a minimum of seven (7) calendar days' notice. In the event of disagreement, the Client may terminate the Master Agreement before the effective date of the changes. Continued use of the CultureDive API after that date shall constitute tacit acceptance of the new terms. If the Client has any questions about these Terms of Use, the Client may contact the Company at: info@culturedive.ai.

9. Governing Law and Jurisdiction

Unless expressly agreed otherwise in a document signed between the Client and the Company, these Terms of Use are governed by Spanish law, without prejudice to any mandatory provisions that apply regardless of the law chosen by the Parties. The Parties, expressly waiving any other jurisdiction to which they might be entitled, submit to the jurisdiction and competence of the Courts and Tribunals of the city of Barcelona for the resolution of any dispute arising from these Terms of Use.

These Terms of Use are executed in Spanish. Any translation into another language, including this English version, is provided for informational purposes only, and in the event of any discrepancy, the Spanish-language version shall prevail.