

DATA LICENSING AND API AGREEMENT

Effective Date:	Sep 13, 2023
Licensor Legal Entity Name:	
Licensor DBA (if applicable – enter N/A if inapplicable):	
Licensor Entity State of Formation and Form of Organization (e.g., “Delaware limited liability company”)	
Licensor Contact/Address:	
Licensor Subcontractor Name and Contact (if applicable):	Stephen Berkenkotter
Licensed Data:	Licensor will provide to Licensee certain information regarding its business or the business of Licensor and Licensee’s mutual clients or potential mutual clients, including without limitation, general business information, menus, lab testing data, inventory levels, images, and any other information that may be mutually agreed upon between the parties from time to time (e-mail to suffice, provided, that no personal information may be shared except pursuant to an executed amendment to this Agreement) (collectively, “ Licensed Data ”).
Term:	This Agreement and the provisions hereof, shall be and remain in full force and effect commencing on the Effective Date with a perpetual term unless and until terminated in accordance with the termination provision below (the “ Term ”).

This Data Licensing and API Agreement (this “**Agreement**”) is entered into as of the effective date specified above (the “**Effective Date**”) by and between the Licensor specified above (“**Licensor**”), and Ghost Management Group, LLC, a Delaware limited liability company (together with its subsidiaries and affiliates, “**Licensee**”). Each party to this Agreement is individually referred to as “**Party**” and collectively as the “**Parties**”. All references to Licensor will include Licensor and any other subcontractor or third party acting on its behalf (“**Subcontractor**”) and Licensor acknowledges and agrees to remain liable and responsible for any acts and omissions of its Subcontractors.

WHEREAS, Licensee operates an online platform at weedmaps.com and its associated websites, portals, systems, platforms, servers, and applications, or any other media now known or hereafter devised (collectively, the “**Site**”), that, among other things, displays, uses, and processes certain Licensed Data (as specified above) and helps consumers understand cannabis and cannabis-related products and helps retailers of cannabis and cannabis-related products comply with applicable law (together with other services and products of Licensee, the “**Services**”).

NOW, THEREFORE, in consideration of the promises and agreements set forth herein, the Parties, each intending to be legally bound hereby, do promise and agree as follows:

1 LICENSE.

1.1 Licensor hereby grants to Licensee and its affiliates an unlimited, irrevocable, perpetual, royalty-free, non-exclusive and worldwide right and license to use, modify, derive, reprocess, copy, cache, download, encode, index, host, store, reproduce, distribute, transmit, display, exhibit, publicly perform, archive, analyze, create algorithms based on, make available, and otherwise exploit, and create derivative works of any Licensed Data, together with any copies thereof, for Licensee's business purposes, including without limitation for the Site and the Services. Licensee shall exclusively own all derivative works, graphical layouts, metrics, compilations, improvements, modifications, adaptations, analyses and interpretations of the Licensed Data ("**Licensee Data**"). Licensee will have no obligation to delete or share any Licensee Data with Licensor or any third party.

1.2 Licensor agrees that the Licensed Data will comply with the applicable Licensee formatting criteria as may be specified by Licensee to Licensor from time to time (the "**Formatting Criteria**"). Licensor acknowledges that Licensee will from time to time specify the method and procedures by which Licensor is to deliver the Licensed Data to Licensee hereunder (the "**Delivery Procedures**"), and Licensor agrees to deliver the Licensed Data in accordance with the Delivery Procedures in effect at such time. Licensor acknowledges that in the event of any failure of the Licensed Data delivered by Licensor to Licensee to comply with the Formatting Criteria or the Delivery Procedures in effect at such time, then Licensee shall have the right to immediately terminate this Agreement in its sole and absolute discretion.

1.3 Licensor acknowledges and agrees and grants all necessary rights and consents for Licensee to obtain Licensed Data by (a) any method mutually agreed upon in writing (e-mail to suffice); (b) accessing, extracting, scraping, crawling, or pulling the data from any medium made available or accessible to Licensee, and Licensor acknowledges any such extraction, scrape, crawl, or pull, will not be in violation of Licensor's terms of service or any laws that may prohibit such access to Licensed Data; (c) through a data feed; (d) through Licensee's APIs; or (e) through Licensor's APIs as specified below. Licensor acknowledges and agrees that in the event Licensor or any of its Subcontractors access any Licensee API in order to provide or make available any Licensed Data to Licensee or otherwise, Licensor and its applicable Subcontractors will comply with the Licensee Developer Terms and Conditions displayed on the Site, currently located at <https://developer.weedmaps.com/menu/docs/terms-conditions>, and such terms may be updated from time to time by Licensee at its sole discretion and without notice to Licensor.

2 Licensor API

2.1 In the event Licensee obtains access to any Licensor API (each, a "**Licensor API**") to receive, obtain, crawl, access, extract, or pull the Licensed Data, Licensor hereby grants to Licensee and its affiliates a non-exclusive, worldwide, royalty-free, fully paid license during the Term: (a) to use and access the Licensor APIs to receive, obtain, crawl, access, extract, or pull the Licensed Data; (b) to use any documentation associated with the Licensor APIs to support Licensee's use of the Licensor APIs; and (c) to install, integrate, and implement the Licensor APIs or to have consultants, affiliates, third parties or other business partners of Licensee or its affiliates (such as system integrators or hosting parties) to do so for Licensee or its affiliates (collectively, with the Licensor APIs and (a)-(c), the "**Licensor API Materials**"). The Licensed Data and Licensor API Materials are collectively defined as "**Licensor Materials**". No other terms and conditions related to the Licensor API Materials will be applicable to Licensee, other than the terms and conditions specified in this Agreement, regardless of whether Licensee obtains access or agrees to any online terms associated with any Licensor API Materials. This Agreement supersedes and controls in all respects with respect to any additional terms and conditions that may be associated with any Licensor API Materials. Licensor acknowledges and agrees the Licensee is not obligated to use any Licensor Materials and any such use or removal of the Licensor Materials will be at Licensee's sole discretion. Licensor agrees to ensure that the Licensor API is available to Licensee at all times without interruption and Licensor will provide all support requested by Licensee to ensure the Licensor API is operating as needed by Licensee.

2.2 Licensor will provide and maintain the Licensor APIs in accordance with the highest industry standards, including without limitation, any and all data security related industry standards. Licensor agrees to immediately notify Licensee in the event of any security breach or cybersecurity threat that may be associated with any Licensor API and Licensor will use any and all means to ensure that any such security breach or cybersecurity

threat does not cause any harm to Licensee in any way.

2.3 Licenser agrees that it will not (a) provide or make available to Licensee in any way, any personally identifiable information or any information that could be identifiable to a specific individual; (b) any data that could be in violation of any applicable laws, rules, and regulations; (c) any data that Licenser does not have the necessary rights and consents to provide such data; or (d) access, extract or pull any data from any Site (unless otherwise agreed by the Parties in an executed written agreement).

3 REPRESENTATIONS, WARRANTIES AND AGREEMENTS.

3.1 Each Party represents and warrants that (a) it has the authority, power and right to enter into and deliver this Agreement and perform its obligations hereunder; (b) it will not enter into any agreement with any third party that conflicts with the terms of this Agreement and is not subject to any such agreement currently; and (c) this Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation enforceable against it in accordance with its terms.

3.2 Licenser represents and warrants that (a) it is the sole owner of the Licenser Materials or otherwise has the full right, power and authority to grant the rights and licenses to Licensee in accordance with the terms of this Agreement; (b) it is in compliance with all applicable laws, rules, and regulations; (c) the Licenser Materials do not infringe on any third-party rights, including without limitation, any proprietary and intellectual property rights; (d) the Licenser Materials are and will remain up to date, accurate, authentic, correct and complete in all respects; (e) Licenser will ensure that the Licenser Materials will not result in the transmission into any Site of any 'virus,' 'spyware,' or 'malware;' including without limitation, any computer code or software routine, which permits unauthorized access to, disables, damages, erases, disrupts, or impairs the normal operation of, or use of any Site, or any component thereof; (f) Licenser has secured and will at all times, maintain any and all applicable consents, authorizations, licenses, including without limitation, a valid written agreement between any third party and Licenser to which such third party grants to Licenser the right to provide Licensee with access to and use of the Licenser Materials as contemplated under this Agreement; and (g) Licenser has and will implement and maintain administrative, technical, and physical safeguards to protect the security and confidentiality of the Site.

3.3 Each Party shall promptly notify the other Party if there has been any breach of the foregoing representations, warranties or agreements of such Party or if it reasonably believes a breach has occurred. The Parties acknowledge that a breach of any of the foregoing representations, warranties or agreements in this section would be a material breach of this Agreement and could cause irreparable harm to the other Party.

3.4 THE SITE, LICENSEE APIS, LICENSEE DATA, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE ON OR OTHERWISE INCLUDED IN THE SITE, LICENSEE APIS, OR LICENSEE DATA, AND ANY SERVICES PROVIDED BY LICENSEE, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND AND ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

4 TERMINATION.

4.1 Either Party may terminate this Agreement (a) for any reason upon ninety (90) days prior written notice to the other Party, and (b) effective immediately in the event of a material breach by the other Party of any of its representations, warranties, covenants or agreements set forth in this Agreement. For the avoidance of doubt, any Licenser grant to Licensee to any Licensed Data will survive any termination or expiration of this Agreement. Notwithstanding any termination or expiration of this Agreement, the provisions of Sections 1 through 7 shall remain in full force and effect.

5 CONFIDENTIALITY.

5.1 During the Term and for a period of three (3) years thereafter or for the longest time period permitted by applicable law, whichever is greater, each Party (a) shall not use any Confidential Information (as defined below) of the other Party for its own benefit, and (b) shall keep confidential and not publish or otherwise disclose to any third party any Confidential Information of the other Party, except to the extent such disclosure or use: (i) is expressly permitted by the terms of this Agreement or is reasonably necessary for the performance or exercise of such Party's rights under this Agreement; or (ii) is required to be disclosed pursuant to applicable law or in response to a valid order of a court of competent jurisdiction or other governmental or regulatory body; provided, however, that prior to disclosing any such Confidential Information, the receiving Party shall first give notice to the disclosing Party, and the disclosing Party be given a reasonable opportunity to quash such order or obtain a protective order against the disclosure of such Confidential Information.

5.2 In the event of any disclosure or suspected disclosure, or the loss of, inability to account for, or unauthorized access to any Confidential Information, the disclosing Party must (a) immediately notify the other Party upon learning of such disclosure or loss, and (b) take any actions reasonably requested by the other Party and provide all reasonable cooperation with the other Party in order to minimize the disclosure or loss, as well as mitigate any damages associated with such disclosure or loss.

5.3 Upon termination of this Agreement, the Parties shall return, or at the option of and upon the request of the disclosing Party, destroy, all copies of any Confidential Information in its possession, and, in the case of destroyed Confidential Information, shall certify in writing, upon the request of the disclosing Party, that all such Confidential Information has been destroyed.

5.4 For purposes of this Agreement, "**Confidential Information**" refers to all information disclosed by either Party under this Agreement, whether before or after the Effective Date, that should reasonably be understood by the receiving Party, because of legends or other markings, the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential. For the avoidance of doubt, Confidential Information shall not include the Licensed Data. Confidential Information includes this Agreement and the terms and conditions contained herein which shall be deemed the Confidential Information of Licensee. Confidential Information does not include any information that: (a) was publicly known at the time of the Party's communication thereof to the receiving Party; (b) becomes publicly known through no action or fault of the receiving Party; (c) was in the receiving Party's possession free of any obligation of confidentiality at the time of the disclosing Party's communication thereof; (d) is developed by the receiving Party independently of, and without reference to, any of the disclosing party's Confidential Information; or (e) is rightfully obtained by the receiving Party from third parties authorized to make such disclosure without restriction.

6 INDEMNIFICATION AND LIMITATION OF LIABILITY.

6.1 Licensor shall defend, indemnify and hold harmless Licensee and its affiliates, officers, directors, employees, and agents from and against any and all liabilities, damages, costs and fees (including reasonable attorney's fees) resulting from any third party claim arising out of or attributable to: (a) any breach of any representations, warranties, covenants or agreements by Licensor, (b) Licensor and/or its Subcontractors acts of gross negligence or willful misconduct; (c) any content, data, technology contemplated under this Agreement, including without limitation, the Licensor Materials; (d) the Licensor Materials infringing or violating any third party intellectual property rights; or (e) any acts or omissions related to a Subcontractor. Licensee will promptly notify Licensor in writing with reasonable specificity regarding the claim or action (to the extent known by the Licensee at such time) to which such indemnification obligation applies; provided, that the failure to provide such notice shall not relieve the obligation of the Licensor to provide indemnification hereunder, except to the extent the defense of such claim or action is materially prejudiced by such failure. Licensor will not settle any such indemnification claim without the prior written consent of Licensee (which may not be unreasonably withheld, conditioned or delayed).

6.2 EXCEPT WITH RESPECT TO LICENSOR'S INDEMNIFICATION OBLIGATIONS, LICENSOR'S CONFIDENTIALITY OBLIGATIONS, EITHER PARTY'S ACTS OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND EXCEPT WITH RESPECT TO PUNITIVE DAMAGES AWARDED IN

RESPECT OF A THIRD PARTY CLAIM, NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES OF ANY NATURE WHATSOEVER, EVEN IF THE OTHER PARTY WAS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING. LICENSEE'S MAXIMUM LIABILITY TO LICENSOR FOR ANY AND ALL CAUSES OF ACTIONS, CLAIMS AND DAMAGES, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, IN CONNECTION WITH THIS AGREEMENT IS LIMITED TO \$100.00 USD.

7 MISCELLANEOUS.

7.1 Publicity. Licensor agrees that Licensee may use Licensor's name, logo(s), or other identifying information or image for any legitimate business purpose without consent. Licensor must not make any public statement or use any Licensee logos or marks without Licensee's consent in writing in each instance; provided that any such approved use of any Licensee logos or marks (i) must conform to Licensee's requirements; and (ii) may be revocable by Licensee at any time and Licensor will immediately remove any such logos and marks as may be requested by Licensee.

7.2 Notices. Any notice required or permitted under this Agreement shall be in writing and shall be deemed sufficiently given when (a) sent by certified or registered mail, return receipt requested, or by other domestic overnight courier service, (b) personally delivered or (c) sent by facsimile or email (in each case, receipt confirmed), if sent to the respective address of each Party as set forth in the signature block below. Either Party may change the address to which notice is to be sent by providing written notice to the other Party in accordance with the provisions of this Section.

7.3 Governing Law; Venue. The Parties agree that this Agreement shall be governed in accordance with the laws of the State of California, United States of America. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other party in any way arising from or relating to this Agreement and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the U.S. District Court for the Central District of California, or if such court does not have subject matter jurisdiction, the courts of the State of California sitting in Orange County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the U.S. District Court for the Central District of California or, if such court does not have subject matter jurisdiction, the courts of the State of California sitting in Orange County. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

7.4 Specific Performance. The Parties acknowledge that money damages are not an adequate remedy for any violation of this Agreement and that either Party may, in its sole discretion, apply for specific performance, or injunctive, or such other relief as a court may deem just and proper, in order to enforce this Agreement or prevent any violation hereof, and to the extent permitted by applicable law, each Party waives the posting of bond and any objection to the imposition of such relief.

7.5 Assignment. The provisions of this Agreement shall be binding on and shall inure to the benefit of the Parties hereto, and their successors and permitted assigns. No Party may assign this Agreement (or any of its rights or obligations hereunder) without the prior written consent of the other Party and any such purported assignment shall be void ab initio; provided, however, that Licensee may assign this Agreement or any of its rights or obligations under this Agreement, in whole or in part, or grant any sublicense of any of the Licensed Data, to any of its subsidiaries or affiliates or in connection with the sale of all or substantially all of the assets of Licensee (whether by way of merger, consolidation, sale of equity interests, sale of assets or otherwise).

7.6 Waiver. Any waiver by a Party of any breach by the other Party of any of its representations, warranties, covenants or agreements hereunder shall be in writing, and no such waiver shall be deemed to be a waiver of prior or subsequent breaches of the same or other provisions of this Agreement.

7.6 Severability. If any term, clause, or provision of this Agreement hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement and such invalid term, clause or provision shall be deemed to be severed from the Agreement. Nothing contained herein shall constitute this arrangement to be employment, a joint venture or a partnership.

7.7 No Partnership or Joint Venture. Nothing contained herein shall constitute this arrangement to be employment, a joint venture or partnership.

7.8 Successors and Assigns. Except as provided in this Agreement, no provision of this Agreement is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person or legal entity other than the Parties and their respective successors and permitted assigns.

7.9 Entire Agreement. This Agreement constitutes the entire understanding of the Parties, and revokes and supersedes all prior agreements between the Parties, and is intended as a final expression of their Agreement.

7.10 No Modification. This Agreement shall not be modified or amended except in writing signed by both Parties.

7.11 Further Acts. Each Party shall perform all such further acts and things and execute and deliver all such further documents as may be necessary to implement and give effect to the terms of this Agreement.

7.12 Interpretation; Jointly Negotiated. The Parties have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties, and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

7.13 Headings. The headings herein are for convenience only and shall not affect the interpretation of this Agreement.

7.14 Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. Counterparts of this Agreement that are signed and delivered by facsimile, email or other electronic transmission shall be deemed to constitute signed original counterparts hereof and shall bind the parties signing and delivering in such manner.

IN WITNESS WHEREOF, the undersigned parties to this Agreement, intending to be legally bound hereby, have each executed this Agreement as of the date first set forth above.

LICENSOR:

LICENSEE:

GHOST MANAGEMENT GROUP, LLC

By: Cory Warden

Name: Cory Warden

Title: Project Coordinator

LICENSOR Representative:

Name: Stephen Berkenkotter

Phone: 719-439-1761

Email: accopps@gmail.com

Address: _____

By: Duncan Grazier

Name: Duncan Grazier

Title: Chief Technology Officer

LICENSEE Representative:

Name: General Counsel

Phone: 949-870-1400

Email: legal@weedmaps.com

Address: 41 Discovery

Irvine, California 92618