

API AGREEMENT

Last Revision: 12/23/2022

THIS API AGREEMENT (this “**Agreement**”) is made by and between you, the individual accessing the API (as defined below), and any legal entity on behalf of which you are acting (“**you**” or “**Subscriber**”) and TA Operating LLC (“**TA**”) and made effective as of today or, if earlier, the date you first accessed the API (the “**Effective Date**”). TA and Subscriber may each be referred to as a “**Party**” and are collectively the “**Parties**.” By clicking on the submit button or using or accessing the API, you hereby acknowledge and agree to the terms of this Agreement and, if you are entering into this Agreement on behalf of any legal entity, you represent that you have legal authority to bind such entity.

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. BY CLICKING THE SUBMIT BUTTON OR USING OR ACCESSING THE API, YOU AGREE TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT (OR ANY TERMS OF THIS AGREEMENT), PLEASE DO NOT CLICK THE SUBMIT BUTTON. IF YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY NOT USE OR ACCESS THE API AND MUST CEASE ALL USE OF OR ACCESS TO THE API IMMEDIATELY.

1. **License to API.** Subject to and conditioned upon Subscriber’s compliance with this Agreement and TA’s Privacy Policy, located at <https://www.ta-petro.com/privacy-policy> (which may be updated by TA from time to time), TA hereby grants to Subscriber a limited, non-transferable, non-assignable, non-sublicensable, revocable, royalty-free, non-exclusive license to use the API, solely in accordance with the terms and conditions of this Agreement, and solely for conducting bona fide transactions for TA’s products or services as further described in the TA Developer Portal, located at <https://www.ta-petro.com/developers> (which may be updated by TA from time to time). TA may terminate this Agreement or the foregoing license and cease providing access to the API in its sole discretion at any time. Subscriber will only access the API from the United States. The “**API**” means TA’s application programming interface (or similar technology designated by TA for the purpose of interacting with TA’s systems) together with any data contained or made accessible therefrom as further described in the TA Developer Portal.
2. **API Use Restrictions.** Subscriber shall not, and shall not permit any third party to, directly or indirectly:
 - i. Copy, modify, adapt, alter, reverse engineer, decompile, disassemble, or create derivative works from or based upon the API;
 - ii. Utilize the API, or any related feature or data, to infringe, misappropriate or violate the intellectual property rights of any third party, violate applicable laws, or for purposes other than those expressly permitted in this Agreement;
 - iii. Interfere with or disrupt TA’s hosting or maintenance of the API or TA’s software that uses the API, including by sending excessive requests to or otherwise overloading TA’s servers;
 - iv. Access any portions of the API or TA’s systems or data that are intended for use by TA and its internal personnel only;
 - v. Rent, lease, loan, sell, sublicense, transfer, publish, display, distribute, disclose or otherwise make available the API or otherwise transfer rights to the API;
 - vi. Remove, delete or obscure any proprietary notices, marks or labels contained in the API;
 - vii. Use the API except in accordance with the API documentation;
 - viii. Use the API, including any de-identified, consolidated, summary or aggregated data thereof, in connection with any pricing or competitive analysis, price consolidation, summary or aggregation products or services (regardless of whether used internally or offered to third parties), or any other purpose that competes with TA;

- ix. Access the API to duplicate or substantially duplicate the functionality or data made available therefrom or develop products or services that compete with TA;
- x. Introduce any viruses, malware, backdoors, trapdoors or other code designed to harm or permit unauthorized access or control of the API or any networks, systems or data;
- xi. Conduct probes, scans, vulnerability, penetration or other security testing of the API or TA's systems or data, by automated means or otherwise;
- xii. Submit personally identifiable information or other sensitive information to the API without first obtaining all required consents;
- xiii. Use the API for any purpose other than those expressly permitted in this Agreement;
- xiv. Use any trademark of TA, including any trademarks associated with the API, without TA's express written approval; or
- xv. Attempt or agree to do any of the foregoing.

Without limiting TA's other legal or equitable remedies, violations of any of the foregoing will result in the automatic termination of Subscriber's license to the API.

3. **Confidentiality. "Confidential Information"** includes the API and any related features, functions, look-and-feel, source and object code, access credentials, documentation and data and any other confidential or proprietary information, know how or expertise shared by TA or otherwise made available to Subscriber hereunder or through the API. Subscriber agrees to use the Confidential Information only as expressly permitted and in accordance with the terms of this Agreement. Without TA's prior written consent, in no event will Subscriber (i) use Confidential Information to market its products or services, or those of its affiliates or any third party; (ii) sell or transfer Confidential Information to third parties, or otherwise provide third parties with access thereto, except that Subscriber may transfer Confidential Information to its customers as reasonably necessary for the use of the API; or (iii) merge or aggregate Confidential Information with other information. Subscriber will protect Confidential Information, in part or in aggregate, from unauthorized use or disclosure with the same degree of vigilance used to protect Subscriber's and its customers' confidential data. If Subscriber becomes aware of any actual or suspected unauthorized use or disclosure of any Confidential Information, including of any credentials used to access the API, Subscriber will promptly notify TA in writing of such unauthorized use or disclosure. All Confidential Information, including all copies thereof, shall be returned to TA or destroyed if Subscriber no longer needs such information for the use of the API or at any time upon written request by TA.

4. **Breach Notification and Cooperation Language.** In the event that Subscriber discovers an actual or suspected "**Security Breach**," defined as a security incident that results in actual or suspected unauthorized access, use or compromise of data, applications, services, networks, or devices, Subscriber shall: (i) notify TA within twenty-four (24) hours of the Security Breach, both orally and in writing; (ii) promptly conduct a forensics examination to determine to what extent information was compromised; (iii) promptly provide TA, in writing, details concerning the Security Breach, including (a) nature and impact of the Security Breach, (b) assessment of immediate risk due to the Security Breach, (c) corrective actions already taken, and (d) corrective actions to be taken; (iv) promptly cooperate with TA and any affected consumers, regulators and law enforcement to assist in regaining possession of the information and prevent its further unauthorized use and to notify affected consumers if required by applicable laws; (v) promptly take the corrective actions identified in (d) above; and (vi) promptly take measures to restore and enhance its security policies and procedures to avoid further Security Breaches.

5. **Right to Security Reviews and Penetration Testing.** TA may request, and Subscriber shall provide in a timely manner, a copy of Subscriber's Information Security Policy annually or upon major changes. TA has the right to complete a security assessment of Subscriber, including a risk assessment questionnaire, security vulnerability assessment, and security penetration test. If a risk assessment questionnaire is requested, Subscriber must provide back answers within a reasonable timeframe, but no more than twenty (20) calendar days from the date of TA's request. TA reserves the right to periodically perform additional security assessments. If a security

assessment identifies any deficiencies, Subscriber will, at its sole cost and expense, promptly take all actions necessary to remediate those deficiencies.

6. **Monitoring.** TA reserves the right to monitor all use of the API, including through automated or other technical means. Subscriber agrees that TA may monitor use of the API to verify user compliance with this Agreement or other applicable terms and to gather insight into user behavior. As between the Parties, all data related to use of the API will be owned by TA. TA may limit the frequency or amount of access and use Subscriber has to the API or the data supplied therefrom to ensure compliance with the terms of this Agreement or for other purposes.

7. **Intellectual Property.** Subscriber acknowledges and agrees that the API and all related documentation as well as all Confidential Information are owned by and proprietary to TA, or its licensors. Except for the license expressly granted in this Agreement, no other rights, including intellectual property rights, are implied or granted to Subscriber under this Agreement or by the conveying of Confidential Information. Subscriber hereby grants TA a perpetual, irrevocable, worldwide, royalty-free non-exclusive license to use, disclose, commercialize and otherwise exploit any suggestions, ideas or other feedback related to the API or TA's other products or services that Subscriber may communicate or otherwise provide to TA.

8. **End Users.** Subscriber shall require any of its end customers or other users to whom Subscriber gives access to the API or any software which accesses the API ("**End Users**") to agree to comply with these terms as if they were Subscriber and Subscriber shall be responsible for any breach of these terms by End Users.

9. **Subscriber Data.** Subscriber represents and warrants that it has all necessary rights and permissions to provide any data that Subscriber provides to the API ("**Subscriber Data**") and hereby grants to TA, its affiliates and their suppliers a perpetual, irrevocable, worldwide, royalty-free non-exclusive license to use, disclose, commercialize and otherwise exploit the Subscriber Data to improve the API and TA's other products or services or for any other purposes. If Subscriber has any access tokens, user credentials or other similar identifiers associated with its use of the API, Subscriber consents to TA's use and disclosure of the same to provide the API and TA's other products and services to Subscriber or its End Users.

10. **Privacy Compliance.** The terms italicized in this Section shall have the meanings given to those terms in the California Consumer Privacy Act of 2018, codified at Title 1.81.5 of Part 4 of Division 3 of the California Civil Code, as amended (including by the California Privacy Rights Act of 2020), along with its implementing regulations (the "CCPA"). Subscriber shall, in its use of the API, *Process Personal Information* and other Subscriber Data in accordance with the requirements of the CCPA and all data protection and other laws, including any applicable requirements to provide notice to individuals about whom *Personal Information* may be *Processed* under this Agreement ("Data Subjects") of the use of TA as a *Service Provider*. For clarity, Subscriber's instructions for the *Processing of Personal Information* and other Subscriber Data shall comply with the CCPA and all data protection and other laws. Subscriber shall have sole responsibility for the accuracy, quality, and legality of *Personal Information* and other Subscriber Data and the means by which Subscriber acquired *Personal Information* and other Subscriber Data. Subscriber specifically acknowledges that its use of the API will not violate the rights of any Data Subject that has opted-out from disclosures of *Personal Information* or other personal information or personal data as defined under applicable laws. With respect to the *Processing of Personal Information* included in the Subscriber Data pursuant to this Agreement ("Covered Personal Information"), as between the Parties, Subscriber is the *Business* and appoints TA as its *Service Provider*. Solely to the extent required to be included in contracts between a *Business* and a *Service Provider* that *Processes Personal Information* under the CCPA and where the CCPA is applicable to Subscriber and the *Processing of Personal Information* under this Agreement, TA shall:

- i. Not *Sell* or *Share* the Covered Personal Information; provided that TA may use, aggregated, de-identify and otherwise *Process* and exploit Covered Personal Information to the maximum extent that can be authorized under the CCPA, including to develop or improve TA's products and services;

- ii. *Process Covered Personal Information only for the Business Purposes or Commercial Purposes permitted under the CCPA, including the provision of the API and as contemplated hereunder.*
- iii. Not retain, use, disclose Covered Personal Information outside of the direct business relationship between TA and Subscriber. Consistent with the above, TA may use Covered Personal Information as reasonably necessary to detect data security incidents and to protect against fraudulent or illegal activity.
- iv. Implement reasonable security procedures and practices to protect the Covered Personal Information from unauthorized or illegal access, destruction, use, modification, or disclosure.
- v. Ensure that its employees *Processing* Covered Personal Information are bound by confidentiality obligations and use restrictions in respect of the Covered Personal Information.
- vi. Permit Subscriber to take reasonable and appropriate steps to ensure that TA uses Covered Personal Information in a manner consistent with the Subscriber's obligations under the CCPA.
- vii. Cooperate with Subscriber in responding to and complying with any exercise of rights granted to Data Subjects under the CCPA.
- viii. Comply with such other terms of the CCPA required to be complied with by *Service Providers*, including any terms required to be included in contracts between a *Business* and a *Service Provider* that *Processes Personal Information* under the CCPA, which are hereby deemed incorporated into this Agreement.

11. **Indemnity.** Subscriber shall indemnify, defend and hold TA and its affiliates, and their employees, officers, directors, and agents (each, an "**Indemnified Party**") harmless from and against any third-party claim, demand, losses or liabilities incurred or suffered by an Indemnified Party arising out of, relating to or resulting from any actual or alleged (i) breach of this Agreement by the Subscriber, (ii) infringement, misappropriation or violation of any third-party intellectual property right by Subscriber, Subscriber Data or Subscriber's software that uses the API, (iii) negligence or misconduct of Subscriber, (iv) any dispute between Subscriber and its End Users; or (v) Subscriber Data or any Subscriber's software that uses the API.

12. **Limitations of Liability.** IN NO EVENT WILL TA BE LIABLE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING DAMAGES FOR ANY LOSS OF USE, LOSS OF TIME, INCONVENIENCE, COMMERCIAL LOSS, OR LOST PROFITS, SAVINGS, OR REVENUES, TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW. TA'S TOTAL CUMULATIVE LIABILITY TO SUBSCRIBER, ITS END USERS AND ANY OTHER PARTY FOR ANY LOSS OR DAMAGES RESULTING FROM ANY CLAIMS, DEMANDS, OR ACTIONS ARISING OUT OF OR RELATING TO THE API OR THIS AGREEMENT SHALL NOT EXCEED ONE HUNDRED (\$100) U.S. DOLLARS.

13. **Disclaimer of Warranties.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE API IS LICENSED "AS-IS" AND WITH ALL FAULTS AND DEFECTS, AND SUBSCRIBER BEARS THE SOLE RISK AND RESPONSIBILITY OF USING IT. TA DOES NOT GIVE OR MAKE ANY WARRANTIES, GUARANTEES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES FOR INFORMATION, DATA OR CONTENT MAINTENANCE OR STORAGE, UPTIME OR UNINTERRUPTED ACCESS, OR ANY WARRANTY OF ACCURACY, CORRECTNESS, PRECISION, TIMELINESS, THOROUGHNESS, COMPLETENESS, USE OR APPLICATION, ADEQUACY AND SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE.

14. **Relief.** Because damages may be difficult to ascertain, Subscriber agrees that in the event of any actual or threatened violation of this Agreement by Subscriber, TA will be entitled to specific performance and equitable relief (without the necessity of posting a bond or other security) in addition to TA's other rights and remedies.

15. **Publicity.** All media releases and public announcements or disclosures by Subscriber relating to this Agreement, its subject matter or the API shall be coordinated with and consented to by TA in writing prior to the release thereof. Subscriber agrees not to (i) use, either expressly or by implication, trademarks, trade names, service marks or other proprietary marks of TA or (ii) reference this Agreement in any advertising, press releases, publicity matters or other promotional materials, without the TA's prior written approval. Subscriber will not make any statements, comments or other communications that directly or indirectly disparage, criticize or otherwise harm the reputation of TA, the API or any of TA's other products or services.

16. **Governing Law.** This Agreement shall be governed and construed under the laws of the State of Ohio and there are no understandings, agreements or representations, express or implied, not specified herein. Any actions, suits or proceedings arising out of or relating to this Agreement shall be subject to the jurisdiction of the state and federal courts located in the county of Cuyahoga County, Ohio and Subscriber waives any objection to the laying of venue in such courts. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

17. **Authority.** Subscriber represents and warrants that (i) if it is a legal entity, it is a corporate entity duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization; (ii) it has all requisite power and authority to execute, deliver and perform this Agreement; (iii) this Agreement is a legal and valid obligation binding upon Subscriber and enforceable in accordance with its terms; and (iv) the execution, delivery and performance of this Agreement by Subscriber has been duly authorized by all necessary corporate action and do not conflict with any agreement to which it is a party or by which it is bound, nor violate any applicable law or any order or award of any court or governmental body applicable to Subscriber.

18. **Severability.** If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

19. **Entire Agreement.** This Agreement represents the entire understanding between the Parties, and the terms of this Agreement supersede the terms of any prior agreements or understandings, written or oral, relating to the subject matter hereof. This Agreement will control in the event of a conflict between its terms and the terms of any prior agreements with respect to the matters contained in this Agreement.

20. **Amendments.** This Agreement may be amended by TA from time to time by making such amendments (or the amended Agreement) available on the TA Developer Portal or by otherwise providing Subscriber with notice of such amendments.

21. **Assignment.** Subscriber shall not assign or transfer this Agreement or any of its rights or obligations thereunder or delegate any of its responsibilities hereunder, in whole or in part, without TA's written approval, which approval may be withheld in the sole and absolute discretion of the other Party. TA may assign, transfer, or delegate this Agreement and its rights and obligations thereunder without the prior written consent of Subscriber. For purposes of this Agreement, an "assignment" shall include any transaction that results in a change of control of a Party. All the covenants, stipulations and agreements herein contained shall inure to the benefit of and bind the Parties hereto and their respective successors, transferees and permitted assigns, and any of the latter's subsequent successors, transferees and permitted assigns. Any assignment or transfer in violation of the terms of this Agreement shall be void.

22. **Notice.** All notices, demands, requests, approvals, or other communications given to TA under this Agreement shall be in writing and shall be deemed given if delivered in person or if sent by certified or registered mail with postage prepaid and return receipt requested, by nationally recognized overnight delivery or courier service, addressed as follows: TA Operating LLC, 24601 Center Ridge Road, Westlake, OH 44145-5639, Attn:

Chief Information Officer, with a copy to TravelCenters of America, 255 Washington Street, Suite 100, Newton, MA 02458, Attn: General Counsel. All notices, demands, requests, approvals, or other communications given to Subscriber under this Agreement shall be deemed given if communicated or made available to Subscriber at the TA Developer Portal or provided through email at the email address provided by Subscriber to TA through the TA Developer Portal or at the time of entering this Agreement.

23. **Interpretation.** Except where the context expressly requires otherwise, (i) the use of any gender herein will be deemed to encompass references to either or both genders, and the use of the singular will be deemed to include the plural (and vice versa), (ii) the words “include”, “includes” and “including” will be deemed to be followed by the phrase “without limitation”, (iii) the word “will” will be construed to have the same meaning and effect as the word “shall”, (iv) any definition of or reference to any agreement, instrument or other document herein will be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (v) any reference herein to any entity will be construed to include the entity’s successors and assigns, (vi) the words “herein”, “hereof,” and “hereunder”, and words of similar import, will be construed to refer to this Agreement in its entirety and not to any particular provision hereof, (vii) all references herein to Sections, Exhibits, Articles, or Schedules will be construed to refer to Sections, Exhibits, Articles, or Schedules of this Agreement, and references to this Agreement include all Exhibits and Schedules hereto, (viii) the word “notice” means notice in writing (whether or not specifically stated) and will include notices, consents, approvals and other written communications contemplated under this Agreement, (ix) provisions that require a Party or the Parties to “agree,” “consent” or “approve” or the like will require that such agreement, consent or approval be specific and in writing, whether by written agreement, letter or otherwise (but excluding e-mail and instant messaging), (x) references to any specific law, rule or regulation, or article, section or other division thereof, will be deemed to include the then-current amendments thereto or any replacement or successor law, rule or regulation thereof, and (xi) the term “or” will be interpreted in the inclusive sense commonly associated with the term “and/or.” Both Parties have had adequate opportunity to obtain legal representation and this Agreement reflects arms’ length negotiations. Neither Party will be deemed the drafter and no ambiguity in the Agreement will be construed against either Party.

24. **Relationship of Parties.** The performance of the Parties under this Agreement are as non-exclusive independent contractors, and nothing in this Agreement or otherwise is intended or will be construed to create a joint venture, partnership, employment, or other similar relationship between the Parties. Neither Party nor any of its employees will be deemed to be an employee of the other Party or any of its affiliates, and will not be entitled to participate in any employee benefits of the other Party. Each Party will be solely responsible for the withholding or payment of all applicable federal, state, and local personal income taxes, social security taxes, unemployment, and sickness disability insurance and other payroll taxes with respect to its employees.