MOZ MOZSCAPE API LICENSE AGREEMENT

The following agreement (the "**Agreement**") lays out your rights and responsibilities as an API customer ("**Customer**") of SeoMoz, Inc., a Delaware corporation with offices at 1100 Second Avenue, Ste. 500, Seattle, WA ("**Moz**"). The Agreement is effective as of the date you purchase a SKU from the website www.Moz.com.

PREAMBLE

Given the following assumptions:

A.   Moz provides certain data and information about URLs ("**Data**") that is made available and provided through an application program interface, software code and accompanying documentation (the "**Moz API**" or "**Mozscape**"), which is set forth in more detail in **Attachment A**;

B.   Customer wants to use the Moz API in connection with certain websites, applications and services that Customer provides, which is set forth in more detail in **Attachment A** (the "**Permitted Uses**") and has ordered a level of usage via a SKU on the website www.Moz.com; and

C.   Moz is willing to grant such a license to Customer, subject to and in accordance with the terms and conditions of this Agreement.

The parties agree as follows:

1.   **License**.   Subject to the terms and conditions of this Agreement, Moz grants Customer a non-exclusive, non-transferable license to: (a) use the Moz API to access the Data in connection with Permitted Uses; (b) display Data in connection with the Permitted Uses; and (c) use and display the Moz logo and branding that Moz makes available for use with the Moz API ("**Moz Logo**") in connection with the Permitted Uses in order to identify that the Moz API is owned by Moz.

2.   **API Terms and Conditions**.   Customer's license to access and use the Moz API in connection with the Permitted Uses is conditioned on Customer's compliance with the following additional terms and conditions.

      2.1.   **Initial Use**.   Customer's license of the Moz API must be consistent with the Permitted Uses as described in **Attachment A**, and any material or significant change in the use of Moz API thereafter is contingent upon Moz's written approval.

      2.2.   **API Key**.   In order to access the API, Moz will provide Customer with a single API key, which Customer warrants that it will keep confidential and not share with any external parties. Customer assumes responsibility for all requests made from the API key granted to Customer by Moz.

      2.3.   **Access and Removal**.   Customer will only access the Moz API and Data that Moz makes available to Customer.

      2.4.   **Attribution**.   If Customer chooses to include the Moz Logo in connection with its use of the Moz API, Customer will do so in a manner mutually acceptable to the parties.

      2.5.   **Restrictions and Limitations**.   Customer will not (nor will permit anyone else to) : (a) sell or otherwise charge users specifically or solely for the access or use of the Moz API except in connection

with Permitted Uses; (b) create any derivative works of Mozscape, (c) combine Data with constant factors (e.g. multiply MozRank by a factor of ten and call it a different name) ; (d) copy, store, archive or extract Data in a manner not explicitly permitted herein; (e) interfere, by-pass, or disable any features or functionality that is embedded or included with Mozscape, including the reporting of any data, usage statistics or other information regarding users' (or Customer's) access and use of the Moz API; (f) permit third parties to use the API key, (g) use the Moz API in any way that, in Moz's discretionary opinion, disrupts or threatens Moz services; (h) use the Moz API in a manner that decompiles, disassembles or reverse engineers any portion of Moz services, the Moz API or the Data.

2.6. **No Benchmarking**. Customer will not use or access the Moz API for purposes of monitoring the availability, performance or functionality of Moz's services or for any other benchmarking or competitive purposes.

2.7. **Compliance**. Customer may not modify or distribute the Moz API or Mozscape for any purpose other than as permitted herein and Customer will not use the Moz API in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this Agreement. Customer acknowledges and agrees that Moz may monitor Customer's access and use of the Moz API and Customer will not interfere with such monitoring or in any way attempt to conceal its activities hereunder. Customer agrees to and will make available to Moz any data, usage statistics or other information (in the aggregate) regarding Customer's access and use of the Moz API and Mozscape as reasonably requested by Moz.

2.8. **No Interference**. Customer may not use the Moz API to develop (or instruct any third party to develop) a service that may reasonably be deemed to be directly conflicting or competitive with Moz's services, unless specifically permitted to do so by Moz prior to the undertaking of the development and launch of such service.

3. **Support.** Moz will use commercially reasonable efforts to assist Customer with technical questions and issues relating to the Moz API primarily via Moz's Help Hub at https://moz.com/help, as Customer may reasonably request from time to time. Customer acknowledges that Moz may update or revise the Moz API from time to time and that such updates and revisions may adversely affect the manner in which the Customer accesses or communicates with the Moz API. Moz will attempt to provide thirty (30) days' advance notice of any revisions to the Moz API that are not backward compatible or change its functionality, unless circumstances require Moz to make an immediate change, in which case Moz will attempt to provide Customer with as much advance notice as possible. Customer is responsible for making any changes to its services that are required as a result of Moz's updates and revisions to the Moz API, at its sole cost and expense.

4. **Fees**. Customer will pay Moz a fee for access to Mozscape and the use of the Moz API, according to the SKU that was chosen at signup. Customer will pay the Fees on the basis set forth in the chosen SKU**.** All Fees are payable in U.S. dollars. Customer is responsible for any applicable sales, use or other taxes or charges related to the payment of the Fee and for the use and receipt of the Moz API. Late payments will accrue interest at the rate of 1.0% per month.

5. **Publicity**. The parties may issue a press release (subject to mutual approval) announcing or with respect to this Agreement, but neither party may make a press release or public announcement regarding this Agreement without the other party's approval. Moz may identify Customer and use the Customer's logo on its websites and in marketing materials, and the parties may each grant the other a

limited license to use the other's respective logo and trademark(s) for such uses, subject to any trademark/logo usage guidelines.

6.   **Term and Termination**. The term of this Agreement is set forth in **Attachment A**. Unless otherwise agreed to in writing, the term will automatically renew on a month to month basis. After the initial term, Customer may terminate this Agreement at any time with least thirty (30) days prior written notice to Moz for any reason, provided that Customer pays the Fees up to the effective date of termination. Moz will return any unearned fees after termination after initial term, if applicable. A party may terminate this Agreement if the other party breaches any material term of this Agreement and has not cured such breach within 30 days from notice unless a different period is proscribed herein. A party will not be liable for any costs, expenses, or damages as a result of exercising its right to terminate this Agreement. Upon termination, all rights and licenses granted to Customer will terminate as of the effective date and Customer will: (a) cease accessing and using the Moz API and Mozscape; (b) return or destroy any Confidential Information of Moz. Sections 6-12 will survive the termination of this Agreement.

7.   **Ownership**. Customer acknowledges that Moz owns all worldwide right, title and interest in and to the Moz API, Mozscape and the Moz Logo, including all intellectual property rights therein. All use of the Moz Logo, and all goodwill arising out of such use, inures to Moz's benefit. Any and all rights not specifically granted herein to you are reserved by Moz. Customer may provide comments, suggestions, or feedback regarding Mozscape and/or the Moz API ("**Feedback**"), which is given voluntarily and Customer agrees that Moz will be free to use and exploit such Feedback as it sees fit, entirely without obligation or restriction of any kind.

8.   **Confidential Information**. Each party may be given access to certain non-public information, software and/or specifications relating to this agreement, the Moz API, the Mozscape or services provided by the Customer ("**Confidential Information**"), which is confidential and proprietary to the disclosing party. The receiving party may use this Confidential Information only as necessary in providing services or exercising rights granted in this Agreement. Receiving party may not disclose Confidential Information to any third party without the disclosing party's prior written consent. The receiving party agrees that it will protect Confidential Information from unauthorized use, access, or disclosure in the same manner that it would use to protect its own confidential and proprietary information of a similar nature and in any event with no less than a reasonable degree of care. In addition, the terms of this Agreement are confidential and neither party will disclose the material terms of this Agreement to any third party (other than to advisors, legal counsel and other such partners as is necessary in order to carry out the terms purposes of this Agreement) without the prior written consent of the other. Moz API will not contain any Confidential Information about the Customer or Customer services.

9.   **Disclaimer**. The Moz API, Mozscape, and the Moz Logo are provided "AS IS" on an "AS AVAILABLE" basis without warranty or condition of any kind excepted as enumerated in this agreement or any attachment to this agreement. MOZ MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. Moz is not responsible or liable (and makes no representation or warranty) for the accuracy, content, completeness, legality, reliability, or availability of Mozscape or any Moz API.

10. **Representations**. Each party represents and warrants that it has the necessary power and authority to enter into this Agreement, to perform the obligations hereunder and that it will comply with the terms and conditions of this Agreement. Each party will indemnify, defend (or settle) and hold the other

harmless from any and all claims, damages, losses, liabilities, actions, judgments, costs and expenses (including reasonable attorneys' fees) brought by a third party arising out of or in connection with that party's breach or alleged breach of any of the terms, restrictions, obligations or representations under this Agreement, or in connection with Customer services.

11. **Limitation of Liability.**   IN NO EVENT WILL MOZ BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT MOZ HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. The foregoing limitations will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose. In any case, Moz's entire liability under this Agreement will not exceed the Fees paid by Customer to Moz for the associated services provided in the past 6 months. Neither party will be responsible for any reasonable delay in performance due to causes beyond its reasonable control.

12. **General**.   This Agreement (or any of the rights or obligations granted hereunder) may not be assigned by either party except with the express written consent of the other, and any attempted assignment in violation of this paragraph is void.   This Agreement does not create or imply any partnership, agency or joint venture relationship. This Agreement will be governed by and construed in accordance with the laws of the State of Washington, without regard to or application of conflicts of law rules or principles. All claims arising out of or relating to this Agreement will be brought exclusively in the federal or state courts in Seattle, King County, Washington and Customer consents to the jurisdiction of those courts. If any part of this Agreement is determined to be invalid or unenforceable by an appropriate court, that provision will be enforced to the maximum extent permissible and the remaining provisions of this Agreement will remain in full force and effect. This Agreement constitutes the entire agreement among the parties with respect to the subject matter and supersedes and merges all prior proposals, understandings and contemporaneous communications. This Agreement may not be modified except by written agreement of both parties.   This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

ATTACHMENT A

Mozscape and Moz API	The Moz API offered by Moz permits approved licensees to retrieve data about certain websites and links ("Moz API"), and consists of one or more application program interfaces ("API") for retrieving this Data, grouped generally into requests – or "calls"- to retrieve Data found in Moz's proprietary web index, Mozscape. Data will be retrieved in "rows", which will be the basis for all fees hereunder. The available calls and Data provided via the Moz API are identified at http://moz.com/products/api Access to the Moz API, plus any Data and support, may sometimes be referred to as the "Services" in this Agreement.
Permitted Uses	Customer may use the Moz API in connection with Customer applications and services used or available through domains and websites owned and operated by Customer. Direct reselling or redistribution of Mozscape or the Moz API is not part of the Service and is not permitted under this agreement. Customer agrees to follow rate limits and best practices regarding caching with respect to Data.
Event Rate	Calls via the Moz API are restricted to 200 calls/second.
Fees	Chosen SKU from: http://moz.com/products/api
Payment Terms	Payment must be made up front for the Minimum Monthly Commitment. Overage charges will be due monthly in arrears, and failure to pay overage charges is a material breach of this Agreement. Customer agrees to pay Moz for overage charges, which will be billed upon the expiration of each calendar month.
Initial Term	One Month