

API License Agreement | Web Services Pros, Inc.

Web Services Pros API Services & Licenses Agreement

THIS API SERVICES & LICENSE AGREEMENT (THE “API AGREEMENT”) GOVERNS YOUR ACCESS AND USE OF THE WEB SERVICES PROS API, THE WEB SERVICES PROS API MATERIALS, AND THE API INTEGRATIONS (AS DEFINED BELOW). BY ACCEPTING THIS API AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY USING THE WEB SERVICES PROS API, OR BY EXECUTING THIS API AGREEMENT OR AN ORDER FORM THAT REFERENCES THIS API AGREEMENT, YOU AGREE TO THE TERMS OF THIS API AGREEMENT. IF YOU ARE ENTERING INTO THIS API AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS API AGREEMENT AND MAY NOT USE THE WEB SERVICES PROS API, THE WEB SERVICES PROS API MATERIALS, OR THE API INTEGRATIONS.

THIS API AGREEMENT IS SEPARATE FROM AND INDEPENDENT OF THE [MASTER SERVICES AGREEMENT](#) (AND ANY OTHER SIMILAR AGREEMENT) BETWEEN YOU AND US RELATED TO OUR PROVISION OF PRODUCTS AND/OR SERVICES TO YOU (THE “MSA”).

You may not access the Web Services Pros API if You are Our competitor, except with Our prior written consent. In addition, You may not access the Web Services Pros API for purposes of monitoring its availability, performance, or functionality, or for any other benchmarking or competitive purposes.

1. DEFINITIONS

“API Partner” means one of our approved partners for API Integrations as communicated in writing by Us to You.

“API Integrations” means the systematic interactions between Non-Web Services Pros Applications and the Services that are developed through the Web Services Pros API by You, by Us for You under the applicable SOW, or by an API Partner for You.

“Web Services Pros API” means the Web Services Pros API Platform, Developer Console, PromoLink API Platform and Products, and CreateAnAPI API Platform together they allow You to utilize ingress, egress and reporting functionality through APIs published by the providers of Non-Web Services Pros Applications, as well as APIs accessible within the Web Services Pros Developer Console and the Web Services Pros

API Platform, to extend Web Services Pros platform functionality to interact with Non-Web Services Pros Applications as defined by You.

“Web Services Pros API Materials” means any specifications or other technical documentation related to the Web Services Pros API that may be provided to You by Us through that We may provide from time to time.

“Feedback” means all feedback, suggestions, and ideas that You provide to Us or Our Affiliates concerning improvements or enhancements to the Web Services Pros API, Web Services Pros API Materials, or API Integrations.

“Non-Web Services Pros Applications” means a web-based or offline software application that is provided by You or a third party and interoperates with one or more of the Services.

“Order Form” means an online confirmation page or an ordering document specifying the Services to be provided by Us to You, including any addenda and supplements thereto.

“Policies” means all policies and guidelines related to the Web Services Pros API that is made available by Us to You, including our Privacy Policy, Terms of Use, Acceptable Use Policies, and any additional terms and conditions for the Web Services Pros API.

“Privacy Policy” means Our Privacy Policy, as updated from time to time, located at: <https://www.webservicespros.com/privacy-policy-2> or such other URL as We may provide from time to time.

“SOW” means the Statement of Work or Work Order applicable to the professional services package purchased by You as part of the Services (if any), We may provide from time to time.

“Sensitive Information” includes, but is not limited to, protected health information, social security numbers, and other unique identifiers, financial information, payroll information, racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data, sexual orientation, background check information, and other similar information.

“Services” means the products and services (including, without limitation, the product implementation, training, and/or other professional services) to be provided by Us, to the extent purchased by You pursuant to an Order Form or made available by Us under a free trial or as Beta Services. “Services” exclude Non-Web Services Pros Applications.

“Use Information” means all information relating to Your use, testing, or evaluation of the Web Services Pros API, including all observations or information regarding the performance, features, and functionality of the Web Services Pros API, Web Services

Pros API Materials, or API Integrations.

“User” means an individual who is authorized by You to use one or more of the Services, for whom You have ordered the Services, and to whom You (or We at Your request) have supplied a User identification and password.

“We,” “Us” or “Our” means Web Services Pros, Inc.

“You” or “Your” means the person accepting this Agreement, or, if applicable, the company or other legal entity on behalf of which such person is accepting this Agreement.

2. LICENSES

We hereby grant You a non-exclusive, non-transferable, non-assignable, non-sublicensable, worldwide and revocable right and license during the term of this API Agreement to (a) access, use, and make calls to the Web Services Pros API in order to develop API Integrations solely for Your use in connection with the Services, (b) use Web Services Pros API Materials solely as necessary to access and use the Web Services Pros API in the manner permitted by this Agreement, (c) use the API Integrations solely for Your internal business purposes in connection with Your use of the Services, and (d) share the API Integrations with other Web Services Pros customers in any community, marketplace or forum of customers that We may create.

3. USE, RESTRICTIONS, AND LIMITATIONS OF WEB SERVICES PROS API

3.1. API Tokens. In order to use and access the Web Services Pros API, Your Services system administrator will have to (i) create API tokens in the Services, and/or (ii) configure Your access controls in Your Services account. You may not share these tokens or any Web Services Pros User account used to manage or create the Web Services Pros API configurations and API Integrations with any third party except API Partners. You must keep such API tokens secure (for illustration, using an encrypted password management tool).

3.2. Use Information and Feedback. In consideration of the rights granted in this API Agreement, You hereby agree to provide Use Information, when and in the form reasonably requested by Us. You hereby acknowledge and agree that We have a perpetual and irrevocable right to use and evaluate all Use Information for Our own purposes. You agree not to use any Use Information except for Your internal evaluation purposes. You hereby acknowledge and agree that We have a perpetual and irrevocable right to use all Feedback and may use the Feedback without accounting or compensation to You. You will not provide any Use Information or Feedback unless You have all rights necessary to do so. You

hereby assign to Us Your entire right, title, and interest (including, without limitation, all patent rights, design rights, copyrights, and trade secrets) in any modifications or improvements to the Web Services Pros API which You may propose or make, either alone or jointly with Us.

- 3.3. Non-Exclusivity. The rights granted by Us to You in this API Agreement are nonexclusive and We reserve the right to act as a developer of products or services related to any of the products that You may develop in connection with Your use of the Web Services Pros API and the API Integrations.
- 3.4. Restrictions and Limitations. You hereby agree not to: (a) allow access to the Web Services Pros API, Web Services Pros API Materials, or API Integrations by any third party other than Your Users or API Partners who (i) have a need to use or access the Web Services Pros API or Web Services Pros API Materials to create API Integrations for You, and (ii) have executed agreements obligating them to protect the confidentiality of the Web Services Pros API, Web Services Pros API Materials, and API Integrations in accordance with the confidentiality provisions herein; (b) use the Web Services Pros API, Web Services Pros API Materials, or API Integrations in violation of any Policies; (c) violate any usage limits for the Web Services Pros API that We may communicate to You; (d) copy, modify, disrupt, disassemble, decompile, or reverse engineer the Web Services Pros API or Web Services Pros API Materials (except to the limited extent such restrictions are prohibited by applicable law), or use the Web Services Pros API, Web Services Pros API Materials, or API Integrations to develop any products competitive to the Services; (e) sell, lease, license, rent, assign or transfer the Web Services Pros API, Web Services Pros API Materials, or API Integrations to any third party; (f) circumvent or attempt to circumvent any restrictions on access to or use of the Web Services Pros API; (g) work around any Web Services Pros API limitation using a series of non-API calls, even if such work-arounds are possible by avoiding use of the Web Services Pros API; (h) develop an API Integration (either directly or through an API Partner) that results in storing Sensitive Information in the Services; or (i) otherwise use the Web Services Pros API, Web Services Pros API Materials, or API Integrations in any manner or for any purpose not expressly permitted by this API Agreement.

Web Services Pros reserves the right to deny and/or revoke an API Integration's Web Services Pros API access for any reason. Such reasons may include that such API Integration's keys have been, or are reasonably believed to have been, compromised, published, or shared. We may modify the permitted use of or suspend Your access to the Web Services Pros API at any time and for any reason. The Web Services Pros API also may be unavailable or its performance may be negatively affected by scheduled maintenance. We will use reasonable efforts to notify You in advance of scheduled maintenance, but We are unable to

provide advance notice of unscheduled or emergency maintenance.

- 3.5. Modifications to the Web Services Pros API and the Web Services Pros API Materials. You hereby acknowledge and agree that the Web Services Pros API is still evolving. We reserve the right to make changes to the Web Services Pros API and the Web Services Pros API Materials from time to time, including backward-incompatible changes, without liability to You.

4. SUPPORT

- 4.1. For API Integrations developed by You. You are solely responsible for providing all support and technical assistance to Users of the API Integrations You develop. You acknowledge and agree that Web Services Pros has no obligation to provide support or technical assistance directly to the Users or You and You shall not represent to any User that Web Services Pros is available to provide such support.
- 4.2. For API Integrations developed by an API Partner for You. The support and technical assistance to Users of the API Integrations developed by an API Partner for You will be provided as agreed between You and the API Partner. You acknowledge and agree that Web Services Pros has no obligation to provide support or technical assistance directly to the Users or You and You shall not represent to any User that Web Services Pros is available to provide such support.
- 4.3. For API Integrations developed by Us for You. The support and technical assistance to Users of the API Integrations developed by Us for You will be provided in accordance with the applicable SOW between You and Us.

5. OWNERSHIP

You hereby acknowledge and agree that We retain ownership of all rights, title, and interest in and to the Web Services Pros API, Web Services Pros API Materials, and API Integrations, including all intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights, and trade secret rights).

6. DISCLAIMERS

THE WEB SERVICES PROS API, WEB SERVICES PROS API MATERIALS, AND API INTEGRATIONS, INCLUDING ALL SERVER AND NETWORK COMPONENTS, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE WEB SERVICES PROS API, WEB SERVICES PROS API MATERIALS, OR API INTEGRATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NOTWITHSTANDING ANY PUBLISHED MATERIALS THAT STATE OTHERWISE, WE DO NOT WARRANT THAT THE WEB SERVICES PROS API, WEB SERVICES PROS API MATERIALS, OR API INTEGRATIONS WILL BE ERROR-FREE OR THAT THEY WILL MEET ANY SPECIFIED SERVICE LEVEL, OR WILL OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME.

7. LIMITATION OF LIABILITY

NEITHER WE NOR ANY OF OUR AFFILIATES OR LICENSORS WILL BE LIABLE (I) FOR ANY EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL, SPECIAL, OR OTHER CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS API AGREEMENT, WHETHER IN AN ACTION IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (II) FOR ANY LOST PROFITS, LOSS OF USE, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY. THE AGGREGATE LIABILITY OF US AND OUR AFFILIATES AND LICENSORS ARISING FROM OR RELATED TO THIS API AGREEMENT WILL NOT EXCEED THE AMOUNT PAID BY YOU TO US FOR SERVICES IN THE 12 MONTHS PRECEDING THE INCIDENT OR SERIES OF RELATED INCIDENTS GIVING RISE TO THE LIABILITY. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS API AGREEMENT IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE BUT WILL NOT APPLY IN THE EVENT DAMAGES ARE CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

8. INDEMNIFICATION

You agree that We shall have no liability whatsoever with respect to (a) any use by You or an API Partner contracted by You of the Web Services Pros API or the Web Services Pros API Materials, or (b) the development of an API Integration by You, an API Partner or Us under an applicable SOW unless caused by Our gross negligence or willful misconduct. You agree to indemnify, defend and hold Us, Our affiliates and licensors,

and each of their respective business partners, employees, officers, directors, and representatives, harmless from and against any and all claims, losses, damages, liabilities, judgments, penalties, fines, costs and expenses (including reasonable attorneys' fees), arising out of or in connection with (i) your use of the Web Services Pros API or Web Services Pros API Materials, (ii) Your development or use of any API Integration developed by You, an API Partner or Us under an applicable SOW, or (iii) Your violation of any term or condition of this API Agreement.

9. MISCELLANEOUS

This API Agreement only applies between You and Us, and it does not grant any rights to anyone else. The laws of the State of Arizona, without regard to its conflict of laws rules, will govern this API Agreement. The state or federal courts in Arizona, USA, shall have exclusive venue and jurisdiction over any and all disputes, claims, and controversies arising from or relating to this API Agreement. If any provision of this API Agreement is held to be null, void, or otherwise ineffective or invalid by a court of competent jurisdiction, (a) that provision shall be deemed to be restated to reflect as closely as possible the parties' original intentions in accordance with applicable law, and (b) the remaining terms, provisions, covenants, and restrictions of this API Agreement shall remain in full force and effect. No waiver of any breach of this API Agreement provision shall be construed as a waiver of any prior, concurrent, or subsequent breach of the same or other provisions hereof, and no waiver shall be effective unless it is in writing and signed by an authorized representative of the waiving party. This API Agreement, together with all expressly referenced documents, represents the parties' entire agreement with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements or communications, including any API Beta Services Agreement, MSA, reseller, or similar agreements previously executed by the parties.

THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THE TERMS OF THIS API AGREEMENT.