



APPLICATION PROGRAMMING INTERFACE (API) END-USER LICENSE AGREEMENT

This Application Programming Interface (API) End-User License Agreement (this “Agreement”) is a legally binding agreement between you or the entity you represent (“you” or “Customer”) and SevOne, Inc. (“SevOne”), and governs your access to, use of and other interaction with the SevOne API. By accessing or using the SevOne API, you agree to be bound by all of the terms of this Agreement. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS, USE OR INTERACT WITH THE SEVONE API.

YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL CAPACITY AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND TO ADHERE TO THE TERMS AND CONDITIONS SET FORTH HEREIN, AND THAT THE SEVONE API WILL BE USED ONLY IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN AND ALL APPLICABLE LAWS. IF YOU ARE ACCESSING OR USING THE SEVONE API ON BEHALF OF AN ENTITY OR ORGANIZATION, SUCH AS THE COMPANY YOU WORK FOR, YOU REPRESENT AND WARRANT THAT YOU ARE DULY AUTHORIZED TO ENTER INTO THIS AGREEMENT ON BEHALF OF SUCH ENTITY OR ORGANIZATION AND TO BIND SUCH ENTITY OR ORGANIZATION TO THE TERMS OF THIS AGREEMENT.

1. Definitions.

“Application Programming Interface” or “API” shall, with respect to any particular software, have the customary meaning in the software industry regarding the application programming interface for such software, and shall in any event mean documentation and specifications of functions, methods, procedures and protocols (whether in electronic form or otherwise) made available to you from time to time by SevOne or any of its authorized resellers, and according to which a reasonably skilled software programmer may develop Coordinated Systems with respect to that software.

“Coordinated Systems” shall, with respect to any particular software, mean other software or systems that (i) are capable of communicating to and from such software via its API, including communications of all types of data that are processed, managed or generated by such particular software; and (ii) may, via the software’s API, invoke or execute the procedures, functions and methods of all program structures and object models contained within or embodied by such particular software.

“Intellectual Property Rights” shall mean any and all (i) copyrights and other rights associated with works of authorship, including without limitation all exclusive exploitation rights, moral rights and mask-works; (ii) trademarks, trade names, logos and service marks; (iii) trade secrets and know-how; (iv) patents, designs and algorithms; (v) all other intellectual property and proprietary rights of every kind and nature now or hereafter recognized in any country or jurisdiction in the world and however designated, whether arising by operation of law, contract, license or otherwise; (vi) with respect to any particular information, all rights in such information under applicable law that give a holder, independent of contract, a right to control or preclude another person’s use of or access to the information on the basis of the rights-holder’s interest in the information, and (vii) all registrations, applications, renewals, extensions, continuations, divisions or reissues of any of the foregoing, now or hereafter recognized in any country or jurisdiction in the world.

“Internal Business Purposes” shall mean, with respect to any particular API, use of such API for purposes of developing and supporting Coordinated Systems and for purposes of supporting and maintaining authorized uses of software to which such API relates.

“SevOne API” shall mean, collectively, the Application Programming Interface(s) for the Licensed Software.

“Licensed Software” shall mean the software product(s) for which SevOne has granted You a license as of the date upon which this Agreement becomes effective, to the extent such licenses remain in force as of such date.

2. License Grant. SevOne hereby grants to You a non-exclusive, perpetual, royalty free and fully paid license to use the SevOne API solely for your Internal Business Purposes, which license shall include the rights to copy and, to the extent consistent with Section 4.1(a), distribute copies of the SevOne API to your contractors and other personnel solely for such Internal Business Purposes.

3. Reservation of Rights. As between the Parties, SevOne owns and holds all right, title and interest in and to the SevOne API, subject to the limited license granted above. Except as expressly granted herein, no other licenses are granted to You by this Agreement with respect to the SevOne API. For sake of clarity, without limiting any rights granted under any separate agreement



between the Parties, this Agreement does not grant any implied rights or licenses with respect to the Licensed Software.

4. General Restrictions; Confidential Treatment.

(a) The Parties agree that the SevOne API constitutes SevOne's proprietary and confidential information, and You agree to exercise reasonable efforts to prevent any unauthorized use or disclosure of the SevOne API. You agree that you will not provide access to the SevOne API to any personnel and contractors unless such access is required to undertake Your Internal Business Purposes. Without limiting the foregoing, You may disclose copies of the SevOne API to Your independent contractors only in the event that, as a condition of such disclosure, You requires each such contractor to agree in writing (i) to maintain the confidentiality of such SevOne API as required herein, and (ii) to limit such contractor's use of the SevOne API solely for Your Internal Business Purposes.

(b) Notwithstanding the foregoing, neither Party shall have any obligation of nondisclosure or confidentiality with respect to any portion of the SevOne API that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain without breach of this Agreement by You or Your agents; (iii) is rightfully communicated to You by persons not bound by confidentiality obligations with respect thereto; (iv) is already in Your possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by You; (vi) is approved for release or disclosure by SevOne without restriction; or (vii) is required to be disclosed in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law.

5. No Maintenance and Support. SevOne has no obligation under this Agreement to provide maintenance, support, training or other services for or related to the SevOne API or the Coordinated Systems.

6. No Warranties; Limitations. WITHOUT LIMITING ANY REPRESENTATIONS OR WARRANTIES UNDER ANY SEPARATE WRITTEN AGREEMENTS BETWEEN THE PARTIES, SEVONE DISCLAIMS ANY AND ALL WARRANTIES UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SEVONE HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY, AND REGARDLESS OF WHETHER SEVONE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF SEVONE FOR ANY AND ALL CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT EXCEED AMOUNTS PAID OR PAYABLE BY YOU HEREUNDER. THE FOREGOING DISCLAIMERS, LIMITATIONS AND EXCLUSIONS OF LIABILITY CONSTITUTE AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES, AND THE PARTIES INTEND THAT THIS PARAGRAPH SHOULD BE ENFORCED WITHOUT REGARD TO WHETHER ANY OTHER REMEDY HAS FAILED OF ITS ESSENTIAL PURPOSE.

7. Term and Termination. This Agreement shall become effective upon the date when it has been executed by both Parties, and shall remain in effect perpetually thereafter, unless earlier terminated in accordance with this paragraph. This Agreement shall terminate immediately upon the expiration or termination of all licenses or other agreements pursuant to which You have obtained rights to use Licensed Software. SevOne may terminate this Agreement upon written notice in the event that You fail to cure any material breach of this Agreement within thirty (30) days after having received written notice thereof from SevOne. Upon termination of this Agreement for any reason, the licenses granted with respect to the SevOne API shall immediately cease and terminate. For sake of clarity, notwithstanding the termination of this Agreement, You shall retain all right, title and interest in and to any and Coordinated Systems, and such termination shall not limit or modify licenses rights with respect to continued use or distribution of the same. The provisions of Sections 3, 6, 8, and this sentence shall survive the termination of this Agreement.

8. Miscellaneous Terms. You acknowledge receipt of the SevOne API. As between the Parties, You shall own and right, title and interest in and to any Coordinated Systems. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to its rules regarding conflicts of laws, and the Parties agree that the state and federal courts located in the Commonwealth of Massachusetts shall have exclusive jurisdiction over any disputes arising under this Agreement. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this



Agreement invalid or unenforceable whatsoever. This Agreement may not be modified except in a writing executed by authorized representatives of both Parties. This Agreement is the entire agreement of the parties, and supersedes all prior agreements and communications, written or oral, between the parties with respect to the subject matter of this Agreement.