

Developer Terms

Vendasta Technologies Inc.

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Developer Terms

Thank you for your interest in developing on Vendasta. Please read these developer terms carefully. Vendasta offers various tools and documentation, such as Vendasta application programming interfaces ("APIs"), software development kits ("SDKs"), third party developers, integration, extension and app directories, code, plug-ins, programs, source code, scripts, access tokens, developer pages and related documentation and associated software (collectively, "Developer Tools"). When you access or use Developer Tools to develop, test and create on Vendasta Platform, you agree to be bound by these Developer Terms of Use ("Developer Terms").

> These Developer Terms, together with our Terms of Service, Developer Policy, Privacy Policy and Terms of Use, constitute the entire agreement between you and Vendasta. If you are an individual representing an entity, you acknowledge that you are of legal age and have the appropriate authority to accept this agreement on behalf of such entity.

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1. License from Vendasta

1.1 Our Developer Tools

Subject to your ongoing compliance with the Developer Terms, we grant you a limited, non-exclusive, non-transferable and revocable license to use the Developer Tools to develop, test and create your products and services ("Developer Products"). You acknowledge that as between you and Vendasta, Vendasta retains all worldwide right, title and interest in the Developer Tools, including without limitation all intellectual property rights therein, and that the Developer Terms does not grant you any rights in any of our Services or the content accessed through the Services. If you acquire any rights in the Developer Tools, by operation of law or otherwise, you, at no expense to Vendasta, hereby assign all such rights to Vendasta. Some of the software used in the Developer Tools may be offered under an open source license. The provisions in the open source license and not these Developer Terms govern your use of that software.

1.2 Our Brand Assets

You may use the words, phrases, symbols, designs and other distinctive brand features associated with Vendasta and our Services (collectively, "Brand Assets") provided in the Developer Tools, provided that your use complies with the Developer Agreement and any documentation provided with the Developer Tools. You agree that any goodwill derived from your use of the Brand Assets only benefits Vendasta. If you acquire any rights in the Brand Assets, by operation of law or otherwise, you, at no expense to Vendasta, hereby assign all such rights to Vendasta.

1.3 Use by end users

You will require your end users to comply with these Developer Terms and all applicable laws and regulations.

2. License to Vendasta

2.1 Your Developer Products

You hereby grant us and Vendasta accepts a non-exclusive, royalty free, non-transferable, non-sublicensable, revocable license to access, index and cache by any means, including web spiders and/or crawlers, any webspace and applications on which you display our content.

2.2 Information and ownership

By using the Developer Tools, you agree that we may: (a) collect and use information from you and any users of your Developer Products ("Your Users") as described in our Terms of Service and Privacy Policy; (b) use automated methods to analyze your Developer Products; and (c) review or monitor the Developer Tools (including without limitation how our Services are being accessed and used) for the purposes of quality control,

improving the Services, verifying your compliance with the Developer Agreement, or other purposes consistent with the Developer Terms. You agree that we have no obligation to review or monitor the Developer Tools or our Services. We agree that the Developer Agreement does not grant us ownership of your Developer Products.

2.3 License to marks

You grant us a non-exclusive, non-transferable, perpetual license to use your trademarks, service marks, logos, or trade names (collectively, "Marks") and descriptive materials you publish about any version or portion of your Developer Products or your use of the Developer Tools for the purpose of our marketing and promotional activities and to acknowledge or promote your use of the Developer Tools, and where applicable distribute your Developer Products. We agree that the Developer Terms does not grant us ownership of your Marks, and any goodwill derived from use of your Marks benefits only you.

3. Your use and restrictions

3.1 Developer Policy

Any use of the Developer Tools must comply with the Developer Policy and any other policies and requirements set forth in the Services or other documentation provided by Vendasta, which may be modified from time to time.

3.2 Limits

We set and enforce limits on your use of the Developer Tools at our sole discretion and may change the limits at any time. You will not attempt to exceed or circumvent limitations on access, calls and use of Vendasta API or otherwise use the Vendasta API in a manner that exceeds reasonable request volume, constitutes excess or abusive usage, or otherwise fails to comply or is inconsistent with any part of this Agreement.

3.3 Restrictions

You will not or attempt to (and will not allow others to):

3.3.1 Reverse engineer, decompile, disassemble or translate Vendasta API, or otherwise attempt to derive source code, trade secrets or know-how in or underlying any Vendasta API or any portion thereof;

3.3.2 interfere with, modify, disrupt or disable features or functionality of the Vendasta API, including without limitation any such mechanism used to restrict or control the functionality, or defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection or monitoring mechanisms of Vendasta API;

3.3.3 sell, rent, lease, sublicense, distribute, redistribute, syndicate, create derivative works of, assign or otherwise transfer or provide access to, in whole or in part, Vendasta API, Vendasta content and Vendasta Marks (the "Licensed Material") to any third party except as expressly permitted herein;

3.3.4 provide use of Vendasta API on a service bureau, rental or managed services basis or permit other individuals or entities to create links to Vendasta API or "frame" or "mirror" Vendasta API on any other server, or wireless or Internet-based device, or otherwise make available to a third party, any token, key, password or other login credentials to Vendasta API;

3.3.5 use the Licensed Material for any illegal, unauthorized or other improper purposes, including without limitation to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit malicious code, or to store or transmit material in violation of third-party privacy rights;

3.3.6 utilize the Licensed Material to derive or obtain non-public information of individual Vendasta users, including without limitation a user's location;

3.3.7 engage in any deceptive, misleading, illegal or unethical activities, or activities that otherwise may be detrimental to the Developer Tools, us, Customers, or the public;

3.3.8 create an Application ("Application" means any software application, website, website asset, product, and/or service) and/or Integration ("Integration" means a software module, template, connected service, or anything you create using the Developer Tools) that (i) recreates a core functionality of, or replaces, any Vendasta product or service in such a way as to cause us or our Customers, Partners, or Affiliates reputational or financial damage, (ii) caches or stores any content other than for reasonable periods in order to provide your Application and/or Integration to Vendasta customers, or (iii) aggregates retrieved content with third-party content in such a way that a user cannot attribute the content to us;

3.3.9 collect, store, or share Vendasta account passwords; or

3.3.10 copy, reformat, reverse-engineer, or otherwise modify the Developer Tools or any Vendasta product or service.

3.4 Security

You will always use and have in effect, appropriate administrative, physical, and technical safeguards that (a) meet or exceed industry standards with respect to the sensitivity of the data you are accessing or providing; (b) are compliant with applicable laws and regulations (including data security and privacy laws and regulations), and (c) are designed to prevent unauthorized access, use, processing, storage, destruction, loss, alteration, disclosure of personal data. You will not make available to a third party any token, key, password or other login credentials that we issue to you. You will work with us to immediately correct any security deficiency, and will immediately disconnect any intrusions or intruder. If your Application and/or Integration experiences a security deficiency or intrusion, you will coordinate with us on any public statements (e.g. press, blog posts, social media, etc.) before publication.

3.5 Deletion

You must promptly delete all content and Vendasta customer data collected with the consent of a user of your Application and/or Integration, including all tokens, in accordance with applicable law, upon request by that user, or if that user closes their account with you. You must immediately delete all content if we terminate your use of the Developer Tools, except when doing so would cause you to violate any law or obligation imposed by a governmental authority.

4. Audit rights

We reserve the right to, and you permit us, and/or third party professionals working at our direction to review or audit your books, records, agreements, access logs, third party audit and examination reports, systems, networks, technologies, facilities, controls, processes, policies and procedures to ensure compliance with our Terms of Service and these Developer Terms. If any review reveals any noncompliance: (i) you will reimburse us for all reasonable costs and expenses of such review and all re-reviews (if the noncompliance was material), (ii) you will immediately remedy such noncompliance, (iii) upon completion of such remediation, your authorized officer will certify in writing to us that you have addressed the non-compliance, and that you are now in compliance.

5. Term and termination

These Developer Terms will apply for as long as you use the Developer Tools, have a Developer Account, have an Integration with Vendasta Platform, or until terminated as described by these terms. You may terminate these Developer Terms at any time by discontinuing use of the Developer Tools. We may suspend or terminate your use of all or any of the Developer Tools for any reason, and at any time, without liability or other obligation to you.

Upon any termination of Developer Terms or discontinuation of your access to the Developer Tools and Developer account, you will immediately stop using the Developer Tools and Developer account, cease all use of our trademarks, and delete any cached or stored content. We may independently communicate with any customer whose account(s) are associated with your Application and/or Integration and Developer credentials to provide notice of the termination or suspension of your right to use the Developer Tools and/or the Developer account.

6. Legal terms

6.1 Confidentiality

You may be given access to certain non-public information, software, and specifications relating to the Licensed Material (“Confidential Information”), which is confidential and proprietary to Vendasta. You may use this Confidential Information only as necessary in exercising your rights granted in this Agreement. You may not disclose any of this Confidential Information to any third party without our prior written consent. You agree that you will protect this Confidential Information from unauthorized use, access, or disclosure in the same manner that you would use to protect your own confidential and proprietary information of a similar nature and in no event with less than a reasonable degree of care.

6.2 Publicity

You grant us the right to add your name and logo to our partner list, podcast and website in all our media releases.

6.3 Indemnification

You will indemnify, defend and hold us harmless, at your expense, against any third-party claim, suit, action, or proceeding (each, an "Action") brought against us (and our officers, directors, employees, agents, service providers, licensors, and affiliates) by a third party not affiliated with us to the extent that such Action is based upon or arises out of: (a) your use of the Developer Tools; (b) your violation of these Developer Terms; (c) your violation of applicable privacy laws or regulations; or (d) the violation of any copyright, trademark, service mark, trade secret, or any other intellectual property right related to your Application and/or Integration or brand features. We will notify you in writing within thirty (30) days of our becoming aware of any such claim; give you sole control of the defense or settlement of such a claim; and provide you (at your expense) with any and all information and assistance reasonably requested by you to handle the defense or settlement of the claim. You shall not accept any settlement that (i) imposes an obligation on us; (ii) requires us to make an admission; or (iii) imposes liability not covered by these indemnifications or places restrictions on us without our prior written consent.

6.4 Warranty disclaimer

WE AND OUR AFFILIATES AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, SECURITY OR ACCURACY OF THE DEVELOPER TOOLS OR THE CONTENT FOR ANY PURPOSE. THE DEVELOPER TOOLS MAY NOT BE AVAILABLE AT ALL TIMES. TO THE EXTENT PERMITTED BY LAW, THE DEVELOPER TOOLS AND CONTENT ARE PROVIDED "AS IS" WITHOUT WARRANTY OR CONDITION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND WITH REGARD TO THE DEVELOPER TOOLS AND CONTENT INCLUDING ALL IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

6.5 No indirect damages

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS OR BUSINESS OPPORTUNITIES.

6.6 Limitation of liability

IN NO EVENT SHALL OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED, THE LESSER OF: $5,000 OR THE TOTAL AMOUNT PAID BY YOU FOR THE SIX MONTHS SUBSCRIPTION PERIOD IMMEDIATELY PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY.

7. Agreement updates

We may modify these Developer Terms (and Developer Policy) from time to time at our sole discretion by posting the changes on this site or by otherwise notifying you via email. Your continued access to and use of the Developer Tools after the updated Developer Terms are in effect constitutes your acceptance of such updated Developer Terms. If any change is unacceptable to you, your only recourse is to cease all use of Developer Tools.

8. General

8.1 Amendment; No waiver

We may update and change any part or all of these Developer Terms, including fees associated with the use of the Developer Tools. If we update or change these Developer Terms, the updated Developer Terms will be posted on our Trust Center at trust.vendasta.com. The updated Developer Terms will become effective and binding on the next business day after they are posted. When we change these Terms, the “Last Update” date above will be updated to reflect the date of the most recent version. We encourage you to review these Developer Terms periodically. No delay in exercising any right or remedy or failure to object will be a waiver of such right or remedy or any other right or remedy. A waiver on one occasion will not be a waiver of any right or remedy on any future occasion.

8.2 Applicable law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and all applicable federal laws of Canada, without regards to its conflict of law principles. The Parties do hereby irrevocably consent to the jurisdiction of courts located in Saskatoon, Saskatchewan for the resolution of any disputes arising out of this Agreement. The parties also agree that they will first attempt to resolve any disputes arising under this Agreement through good faith negotiations.

8.3 Force majeure

Neither party will be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions; or other events outside the reasonable control of the obligated party. Each party will use reasonable efforts to mitigate the effect of a force majeure event.

8.4 Relationship of the parties

You and we agree that no joint venture, partnership, employment, or agency relationship exists between us.

8.5 Severability

You will not assign or transfer this Agreement without our prior written consent. We may assign this Agreement to any successor by way of any merger, consolidation or reorganization, sale of all or substantially all of our assets, change of control or by operation of law.

8.6 Entire agreement

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. Any modification to this Agreement must be in a writing signed by both you and Vendasta.

8.7 Assignment

You will not assign or transfer this Agreement without our prior written consent. We may assign this Agreement to any successor by way of any merger, consolidation or reorganization, sale of all or substantially all of our assets, change of control or by operation of law.

8.8 No third party beneficiaries

You will not assign or transfer this Agreement without our prior written consent. We may assign this Agreement to any successor by way of any merger, consolidation or reorganization, sale of all or substantially all of our assets, change of control or by operation of law.

8.9 Survival

The following sections shall survive the expiration or termination of this Agreement: “Your Use and Restrictions”; “Term and Termination”; “Legal”; and “General”.

8.10 Injunctive relief

You acknowledge that the unauthorized use or disclosure of our content or any Developer credentials may cause irreparable harm to us or our customers, and accordingly, you agree that we will have the right to obtain an immediate injunction against any breach or threatened breach of these Developer Terms, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.