

API LICENSE AGREEMENT

This API License Agreement (hereinafter referred to as the “**Agreement**”) shall govern the use and implementation of the APIs to allow a Module to interoperate and interact with the Dungen Platform. If You are entering into this Agreement on behalf of an organization, You represent You have the authority to bind Your organization to this Agreement. By implementing, or otherwise accessing the APIs, You agree to be legally bound by the terms of this Agreement. This Agreement shall be effective between You and **Nicolás San Martín** (hereinafter referred to as the “**Dungen**”) on the date of Your acceptance.

Each shall individually be referred to as the “**Party**” and collectively as the “**Parties**”.

1. DEFINITIONS

“API” means the Application Programming Interface and associated electronic documentation and specifications, if any, in any form whatsoever, of the Dungen Platform which allows the Module to interact and interoperate with the Dungen Platform.

“Application” means such application substantially described as Foundry Virtual Tabletop at <https://foundryvtt.com>.

“Dungen Platform” means the website having URL at <https://dungen.app>, and/or <https://ttrpg.ink/>, or any other related websites, and shall deem to include the service or services, and feature or features made available thereunder.

“Object Code” means Source Code that has been interpreted, compiled or otherwise translated into a machine readable form.

“Module” means any and all of the following: (i) the Application; (ii) the Plugin; (iii) any derivative of the Plugin authored by You in Object Code or Source Code form that accesses or otherwise interacts and interoperates with the Dungen Platform via the APIs.

“Paid Features” means any and all such services and features on the Dungen Platform which its users have to purchase as per the terms and conditions of Dungen Platform.

“Plugin” means the plugin in respect of the Application substantially described at <https://github.com/mouse0270/foundryvtt-dungen>.

“Source Code” means computer code in a human readable form and as such computer code that has not been interpreted or compiled.

“You” or “Your” means you, the person entering into this Agreement or, if you are entering into this Agreement on behalf of an organization, then that organization.

2. LICENSES

- a. Subject to the terms and conditions contained herein, Dungen grants You a limited, world-wide, revocable, non-exclusive, non-transferable, non-assignable and non-sublicensable license, to use the API to facilitate the interaction and interoperability between the Dungen Platform and the Module.
- b. If You provide any feedback to Dungen, You grant to Dungen all legal right, title and interest in such feedback. Further, to the extent Dungen requires the execution of one or more legal documents necessary to perfect these legal rights, You agree to execute all such documents for Dungen.
- c. In respect of Your use of the API, You must comply with the terms and conditions, and all other licenses in relation to the Dungen Platform, the Application and the Plugin.

3. RESTRICTIONS

- a. **API License Restrictions.** Dungen retains legal title to the APIs under this Agreement, and You agree not to delete or alter any copyright or other proprietary notices signifying Dungen’s ownership of this legal title.
- b. You hereby acknowledge, understand and agree to adhere to the following license restrictions:
 - (i) the API shall not be used for any other software, application, website, or any other platform whatsoever other than for the purposes of interaction and interoperability between the Dungen Platform and the Module;
 - (ii) You shall not distribute, publicly display, modify, adapt, translate, create derivative works of, reverse engineer, decompile, disassemble, or otherwise attempt to derive the Source Code of, any part of the APIs;
 - (iii) You shall not attempt to gain unauthorized access to the APIs;

- (iv) You shall not attempt to disrupt, degrade, impair, or violate the integrity, security, or performance of the APIs;
 - (v) You shall not use the APIs to store, transmit, or propagate any viruses, software routines, or other code designed to permit unauthorized access, to disable, erase or otherwise harm the Dungen Platform, the Application and the Plugin and their hardware or data, or to perform any other harmful actions.
 - (vi) take any action that imposes or may impose an unreasonable or disproportionately large load on Dungen Platform's infrastructure, as determined by Dungen in its sole discretion.
- c. You further agree not to use or attempt to use the API in violation or contravention of applicable laws, regulations, terms and conditions as expressly set forth in this Agreement and generally accepted practices or guidelines.
- d. You agree that any and all Modules authored and created by You shall not, in any manner whatsoever, limit, remove, eliminate, minimize or diminish the access of the users of the Module to the Paid Features. The APIs shall at all times, in respect of creation of the Modules, be used in such manner that the Paid Features, and any instructions in connection therewith, are visibly and clearly accessible to the users of the Modules. You shall not attempt to bypass or circumvent this restriction in any manner whatsoever.
- e. Dungen may limit the number and/or frequency of API requests to the Dungen Platform, or any use of the APIs that could damage, disable, overburden, impair or otherwise interfere with the Dungen Platform.
- f. All the content and information which is made available through the Dungen Platform, Application and the Plugin, such as graphics, texts, button icons, logos, images and audio clips is the sole property of Dungen. The same is also copyrighted and trademarked under the relevant applicable laws. You agree that all intellectual property rights and proprietary rights vests solely in Dungen. The logo, name, slogans and design of the Dungen Platform is the trademark of Dungen.

4. DISCLAIMER OF WARRANTIES

You acknowledge that the API is provided "AS IS," without warranty of any kind, and may not be functional on any machine or in any environment. TO THE EXTENT PERMITTED BY APPLICABLE LAW, DUNGEN DISCLAIMS ALL WARRANTIES RELATING TO THE DUNGEN PLATFORMS, EXPRESS

OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES AGAINST INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Dungen makes no representations or warranties regarding the suitability of the API for your intended requirements or purposes, including for use with Your Module. Further, Dungen makes no representations or warranties regarding the integrity and security of data that You transmit, transfer, store, obtain or receive through use of the APIs. Dungen is not obligated to maintain or support the APIs, or to provide you with updates, fixes, or services related thereto. You assume all risk arising from use of the API, including, without limitation, the risk of damage to Your computer system, Module, the corruption or loss of data, and compliance with ALL applicable laws and regulations.

5. INDEMNIFICATION

You shall defend, indemnify and hold harmless Dungen, its affiliates and their respective officers, directors, employees, agents and representatives from any and all claims, damages, liabilities, costs and fees (including reasonable attorneys' fees) arising from the use of the APIs or the Module.

6. LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DUNGEN BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR: (I) LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY; OR (II) ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES OR PROFITS; OR (III) ANY MATTER BEYOND ITS REASONABLE CONTROL.

7. TERMINATION OF LICENSE

Dungen may terminate Your license granted hereunder if Dungen becomes aware of a situation where Your use of the APIs may unduly disrupt its delivery of the Dungen Platform to third parties generally, or if Dungen detects unauthorized third party access to the Dungen Platform, or use of the APIs otherwise in violation of the terms and conditions of this Agreement.

8. MISCELLANEOUS

- a.** You acknowledge a violation of this Agreement may cause irreparable harm to Dungen that is not adequately compensable by monetary damages. In addition to other relief, You agree that temporary and permanent injunctive relief may be an appropriate remedy to prevent any actual or threatened violation hereunder.
- b.** Unless otherwise agreed to in writing, Dungen shall not be responsible for providing any support, maintenance, or other services (or level of service) to You or a user of the Module for the APIs.
- c.** This Agreement, including all attachments hereto, constitutes the entire agreement of the Parties with respect to the subject matter herein. This Agreement supersedes in its entirety any and all other agreements or negotiations, oral or written between the Parties.
- d.** The terms of the license contemplated under this Agreement are subject to change without any prior notice to You. You shall be bound by the revised terms.
- e.** No failure or delay by either Party in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege that such Party may be entitled to under this Agreement or the law.
- f.** If any provision of this Agreement or the application of any such provision to any person or circumstance is held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision hereof.
- g.** This Agreement shall be governed by and construed in accordance with the laws of Groningen. Any disputes arising out of this Agreement shall be resolved amicable by way of negotiations, failing which, the same shall be subjected to the exclusive jurisdiction of the courts of Groniegeen.