SPIDAWEB API TERMS AND CONDITIONS

Welcome! The following policies and terms govern your access and use of SPIDAWEB LLC'S software, applications (including application programming interfaces) and services (collectively, the "Applications").

By accessing, installing or using SPIDAWeb's applications, you agree to the following terms ("Terms").

If you do not agree to these terms, you must discontinue your use of the Applications. We use the term "you" to mean the person or entity signing up and using the Applications, and "we" or "us" to mean SPIDAWeb LLC and its affiliates, subsidiaries, vendors and distributors.

1.   **About SPIDAWeb and this Agreement.**

- SPIDAWeb offers its applications solely for use with SPIDAWeb's software and services subject to these terms and conditions. You may only access and use the Applications if (a) you agree to these terms and (b) you have a valid and active license or subscription with SPIDAWeb. You may not use the Applications for any other purposes.

- These Terms serve as a contract between you and us. The Terms are in electronic form have the same force and effect as an agreement in writing. Your affirmative act of accessing the Applications signifies your agreement to these terms.

- We may change these Terms from time-to-time. The changes take effect after we post or provide notice of the changes. If you do not agree to the changes, you must discontinue your use of the Applications. Otherwise, your continuing use of the Applications signifies your agreement to the changes.

2.   **Users**.

- You must have the legal capacity to enter into an agreement.

- You must register your use of the Application with us by sending a notice to info@spidasoftware.com. Any license or right to use the Applications is null and void unless you register with us.

- If you are registering on behalf of an entity, you must have legal authority to bind your business.

- You agree to provide us with true and accurate information about yourself or your business and you agree to keep the information up-to-date.

- We may terminate your access to our Applications if you provide us with false or incomplete information.

3.   **General Rules**. You agree that when you access and use the Applications you may not directly or indirectly:

- Use the Applications for service bureau use, outsourcing, renting or time-sharing;

- Use the Applications to bundle it and our other software and services with other, non-SPIDAWeb applications, software or services;

- Allow any party other than you or your authorized users to access the Applications;

- Sell, rent, sublicense, transfer or assign the Applications;

- Copy, modify, create a derivative work of, reverse engineer, decompile, translate, disassemble, or otherwise attempt to extract the source code of the Applications or any component of such applications;

- Use the Applications as a whole, or any of its components, as a basis for the creation of another Applications product or service that has the same or similar functionality as the Applications;

- Use unauthorized modified versions of the Applications, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Applications;

- Export or re-export the Applications in violation of any United States export law or regulation; or

- Use the Applications in violation of this Agreement, applicable laws and regulations, or in violation of any third party rights.

4.   **License grant**.

- Subject to these Terms, we give you a personal, limited, revocable, non-transferable, non-assignable and non-exclusive license solely to access and use our Applications for your individual use, solely to access and use our software and services licensed to you, and subject to these Terms. You grant us the right to collect and transmit any content, data or other information in order for us to provide the Applications for you.

- Our Applications are "commercial items" as the term is defined in 48 C.F.R. § 2.101.

5.   **Proprietary rights**. SPIDA and its third-party suppliers retain all worldwide right, title and interest in and to the Software and all Intellectual Property Rights embodied in the Software. "Intellectual Property Rights" means all rights in or to

any intellectual property, including patents, trademarks, copyrights, trade secrets, and any derivative works.

6.   **Disclaimer**. WE DISCLAIM AND EXPRESSLY WAIVE ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, ACCURACY OR FITNESS FOR A PARTICULAR PURPOSE.

7.   **Limitation of Liability**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL OUR OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, MANAGERS, AGENTS, REPRESENTATIVES, VENDORS, LICENSORS, DISTRIBUTORS, CUSTOMERS OR WE BE RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, AND DOWNTIME. IN ADDITION, WE DISCLAIM ANY REPRESENTATION OR WARRANTIES THAT THE APPLICATIONS WITH MEET YOUR REQUIREMENTS, OR OF THE RESULTS THAT YOU MAY OBTAIN FROM USE OF THE APPLICATIONS IN COMBINATION WITH ANY NON-SPIDAWEB SOFTWARE, APPLICATIONS OR SERVIDES. YOUR USE OF THE APPLICATIONS WITH ANY THIRD PARTY OR NON-SPIDAWEB SOFTARE OR SERVICES IS AT YOUR OWN RISK AND "AS IS."

8.   **Indemnification**. Upon a request by us, you agree to defend, indemnify, and hold harmless us and our employees, contractors, officers, and directors from all liabilities, claims, and expenses, including attorney's fees that arise from your (a) breach or violation of any term of this Agreement, (b) use or misuse of the Applications or (c) combination of the Applications with any non-SPIDAWeb or third party software or services. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will cooperate with us in asserting any available defenses.

9.   **Termination.**   Either you or we may terminate this Agreement and your license to the Applications at any time. In additional, your license under these Terms expires upon expiration or termination of your license to any of our products or services. Upon termination, you shall discontinue your use of the Applications.

10.   **Confidentiality**.

- Neither party will use any Confidential Information of the disclosing party except as expressly permitted in this Agreement or as expressly authorized in writing by the disclosing party or as otherwise provided by law. The receiving party of Confidential Information agrees to use the Confidential Information solely in connect with the performance of this Agreement. The receiving party will limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives who have a need to know such information in connection with this Agreement.

- "Confidential Information" means all trade secrets, know-how, non-public technical information, designs, computer software, marketing strategies, plans, plans for products, customer or supplier lists, business and financial information and other proprietary information or data disclosed to one party by the other or incorporated in materials or products provided to one party by the other and marked or indicated to be confidential. "Confidential Information" does not include any information that the receiving party can demonstrate is: (a) rightfully known prior to disclosure; (b) rightfully obtained from a third party authorized to make such a disclosure; (c) independently developed by the receiving party; (d) publicly available; or (e) disclosed by court order or as otherwise required by law.

11. **Disputes.** You agree that Ohio law shall govern these Terms.

12. **General Terms**.

- You and we are independent contractors of each other; these Terms do not create a partnership, agency or joint venture relationship.

- These Terms constitute the entire agreement regarding your use of the Applications.
- You may not assign your account or obligations to anyone else.

- If any provision under these Terms is deemed unenforceable, the remaining terms stay in effect. You agree to transact with us electronically.

- You agree to transact with us electronically. We may send you notices about the Service electronically, such as, by email.

- Each party acknowledges that a breach or threatened breach by it of Section 5 or 10 of this Agreement will result in in the non-breaching party suffering irreparable harm which cannot be calculated or fully or adequately compensated by recovery of damages alone. Accordingly, the non-breaching party is entitled to equitable relief, including interim and permanent injunctive relief, specific performance, and other equitable remedies, in the event of any breach of the provisions of this Agreement, in addition to any other remedies available to it.

13. Sections 5 through 12 survive termination of these Terms.

Last Updated: 17 May 2016