**IMPERVIOUS – API EULA**

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This API End User License Agreement (this “**EULA**”) forms an agreement between Impervious Technologies Inc. (“**we**”, “**us**”, and “**our**”) and you (“**you**” and “**your**”). This EULA governs your access and use of our APIs available at https://github.com/imperviousai or otherwise made available by us (“**APIs**”). Please review this EULA carefully. By using the APIs, you agree to be bound by this EULA. We may update this EULA from time to time in our discretion, but we will always keep the latest version of this EULA posted on our website or where we make the APIs available. By using the APIs after a new version of this EULA has been posted, you agree to the terms and conditions of such version of this EULA.

**Ownership and License**

The APIs, and all copyright, patent, trade secret, and other intellectual property rights therein, are owned by us or our third-party licensors. Nothing in this EULA or on our websites should be construed as transferring ownership of any right, title, or interest in the APIs to you, or in Your Apps (as defined below) to us. Subject to your continued compliance with this EULA, we hereby grant you a limited, personal, non-exclusive, revocable, non-transferable license to access and use the APIs, including by incorporating or calling on the APIs as part of your own applications and tools (“**Your Apps**”).

**Acceptable Use Policy**

You will not: (i) remove any proprietary notices contained in the APIs or any associated documentation; (ii) modify or create derivative works based on the APIs, or reproduce, distribute, or make the APIs available to any third party (for avoidance of doubt, this will not prohibit you from merely leveraging or calling on the APIs as part of Your Apps); (iii) disassemble, decompile or reverse engineer the APIs; (iv) attempt to hack, defeat, or overcome any encryption technology or security measures regarding the APIs or our other systems or those of any third party, or gain any unauthorized access to any systems or accounts; (v) interfere with or disrupt the operation of the APIs or any other systems; (vi) violate any applicable local, state, national or international law; (vii) post or transmit any content that is unlawful, defamatory, abusive, harassing, threatening, obscene, fraudulent or otherwise inappropriate or infringes any intellectual property or privacy rights of any person; (viii) use the APIs in a way that will adversely affect us or reflect negatively on us, any of our goodwill, name or reputation; or (ix) provide any false or misleading information or any information that you do not have the right to provide. You are solely responsible for ensuring that Your Apps comply with all applicable laws.

**DISCLAIMERS**

YOUR USE OF ANY API IS AT YOUR SOLE RISK AND EACH API IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND RELATED TO THE APIS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, OR THAT USE OF THE APIS WILL BE UNINTERRUPTED OR ERROR-FREE. WE ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE TO ANY COMPUTER RESULTING FROM ACCESS TO THE APIS, OR FOR ANY ISSUES ARISING FROM THE CORRUPTION OR UNAVAILABILITY OF ANY NETWORK. UNDER NO CIRCUMSTANCES SHALL WE BE RESPONSIBLE FOR ANY LOSS OR DAMAGE, INCLUDING PERSONAL INJURY OR DEATH, RESULTING FROM USE OF THE APIS, YOUR APPS, OR FROM THE CONDUCT OF ANY THIRD PARTIES. SOME STATES DO NOT ALLOW CERTAIN DISCLAIMERS OR LIMITATIONS ON WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

WE ARE NOT RESPONSIBLE FOR THE ACCURACY OR RELIABILITY OF ANY INFORMATION, DATA, CONTENT, SOFTWARE, OR COMPONENTS PROVIDED BY ANY THIRD PARTIES. WE HAVE NO CONTROL OVER, AND ARE NOT RESPONSIBLE FOR, YOUR INTERACTIONS WITH ANY THIRD PARTIES. ANY TRANSACTIONS AGREED UPON BETWEEN YOU AND SUCH THIRD PARTIES ARE AGREEMENTS BETWEEN YOU AND THE APPLICABLE THIRD PARTY, AND WE ARE NOT PARTY TO ANY SUCH TRANSACTIONS OR AGREEMENTS. YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH ANY THIRD PARTIES.

WE WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY ISSUES BEYOND OUR REASONABLE CONTROL, WHICH MAY INCLUDE NATURAL DISASTERS, TERRORIST ATTACKS, CRIMINAL ACTIVITY, FAILURE OF INTERNET OR COMMUNICATIONS NETWORKS, HEALTH EMERGENCIES INCLUDING PANDEMICS OR SIMILAR SERIOUS OUTBREAKS OF DISEASE, OR OTHER FORCE MAJEURE EVENTS.

**LIMITATION OF LIABILITY**

TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, OR DATA (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM THE USE OF OR THE INABILITY TO USE THE APIS OR ARISING FROM YOUR APPS, UNDER ANY LEGAL THEORY WHATSOEVER (INCLUDING, WITHOUT LIMITATION, TORT, CONTRACT, STRICT LIABILITY, OR OTHERWISE). TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR AN AGGREGATE AMOUNT EXCEEDING THE GREATER OF $25 USD OR THE AMOUNTS PAID BY YOU TO US IN THE PAST THREE MONTHS (IF ANY). SOME STATES DO NOT ALLOW CERTAIN LIMITATIONS OF LIABILITY FOR DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. YOU ACKNOWLEDGE THAT WE WOULD NOT OFFER THE APIS ON THE TERMS AND PRICING THEY ARE OFFERED WITHOUT THE LIMITATIONS OF LIABILITY, DISCLAIMERS, AND INDEMNITIES CONTAINED HEREIN.

**Indemnity**

You will indemnify, defend, and hold us, our affiliates, and our respective officers, directors, employees, and agents harmless from and against any damages, losses, claims, actions or demands, liabilities and settlements, including reasonable attorneys’ fees, resulting from your use of the APIs, your violation of this EULA, or Your Apps.

**Termination**

We reserve the right to modify or discontinue the APIs (or any part thereof) or suspend your access (or Your Apps’ access) to the APIs, without notice and without any liability to you. Your right to use the APIs will automatically terminate if you breach this EULA. Termination will not relieve either party from any obligations incurred or arising prior to such termination, and those sections of this EULA which are by their nature intended to survive termination (including, without limitation, the disclaimers, limitation of liability, indemnity, and general clauses) shall so survive. You may cease use of the APIs at any time.

**General**

This EULA shall be governed by the laws of the State of Delaware without regard to its conflict of laws provisions. Any dispute arising out of this EULA or your use of the APIs will be settled exclusively through binding arbitration administered by the American Arbitration Association in Dallas County, Texas, in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Notwithstanding the foregoing, we may seek injunctive or other equitable relief from any court having jurisdiction for any alleged or threatened breach of confidentiality or violation of our intellectual property rights. In any action or proceeding to enforce rights under this EULA, the prevailing party will be entitled to recover costs and attorneys’ fees.

THE PARTIES HERETO EXPRESSLY WAIVE THE RIGHT TO LITIGATE DISPUTES IN COURT (EXCEPT AS SPECIFICALLY PROVIDED ABOVE) AND ANY RIGHT TO PARTICIPATE IN CLASS-ACTION PROCEEDINGS.

You may not assign this EULA or these rights and obligations without our prior written consent; any purported assignment in violation of this EULA will be null and void. If any provision of this EULA is determined to be void or unenforceable in whole or in part, the remaining provisions of this EULA shall not be affected thereby and shall remain in force and effect. This EULA and any policies referenced herein constitute the entire agreement between the parties regarding the subject matter thereof and supersede any prior or contemporaneous agreements with regards to such subject matter. A party’s failure to exercise or enforce any right or provision of this EULA shall not operate as a waiver of such right or provision.

**Contact**

If you have any questions regarding this EULA, please contact us at support@impervious.ai.