Home Depot Application Programming Interface ("API"): Terms of Use and License Agreement

IMPORTANT-READ CAREFULLY:

These InstallConnect Exchange API Terms of Use constitute a legal agreement (the "Agreement") between you and, if applicable, the company or other entity that you represent ("you") and Home Depot ("Home Depot, Home Services", "us" or "we").

This Agreement incorporates by reference our Privacy Policy and all specification, instruction and requirements documentation and other materials and data available at https://api.hs.homedepot.com (the "API Documentation"), as amended from time to time. If you are entering into this Agreement on behalf of a company or other entity, you represent that you have the legal authority to bind that company or entity to this Agreement.

If you do not have such authority or if you do not agree with these Terms of Use, you may not use our API web service or any other related software, data, API Documentation or other documentation or materials provided by us (collectively, the "IConX API"). By using the IConX API and copying or otherwise using the API Documentation, you agree to be bound by the terms of this Agreement.

Home Depot may modify the terms of the Agreement at any time by updating the Agreement and/or by modifying the API Documentation. You must obtain and use the most recent version of the API Documentation to ensure you retain a fully functional Application using the IConX API. By continuing to use the IConX API after the effective date, you agree to be bound by such changes. We further reserve the right to discontinue or modify any part of the IConX API, with prior notice to you or any third party.

REGISTRATION:

In order to use the IConX API, you must be a Home Depot Service Provider in an active status with a Pay-to-Vendor number and a merchandise vendor number. You must register to use the web services at the specified URL provided.

You may not impersonate any other company or person when you register, and you must maintain accurate and up-to-date account information, including your company name, address, email address, and Information Technology ("IT") information. If your request to use the web services is accepted, you will be assigned an API Security Token that will identify your account and permit you or your company to make requests to the Quality Assurance ("QA") and production environment for the purposes of using the Purchase Order ("PO") and lead web services. You may have only one (1) account per ID. It is your responsibility to maintain the confidentiality of your API Security Token, and solely you are responsible for all use of the IConX API through it, whether or not you have authorized such use. You will immediately notify us of any unauthorized use of your account or any other actual or suspected breach of our security.

IConX grants you the following rights provided you comply with all terms and conditions of this Agreement:

1. USE OF API DOCUMENTATION

The API Documentation consists of detailed technical specifications and other information required for developing an application programmable interface between you and the IConX web services ("IConX Application) by using the IConX API.

You agree not to disclose, reproduce, summarize and/or distribute the API Documentation except in pursuance of your business relationship with IConX, and only as provided hereunder. You are solely responsible for any and all costs and expenses you may incur in creating, operating and maintaining your Application. Neither Home Depot nor its affiliates have any obligation to assist in distribution of your Application. Access to the API Documentation and/or development of an Application does not guarantee access to or use of the IConX API.

2. YOUR USE OF THE IConX API

You will use the IConX API solely for the development and operation of an Application that will permit your company to transfer and receive data from the IConX web services, subject to the terms of this Agreement.

You agree that your use of the IConX API, as well as your Application and any of your media (including your website(s)) in or on which your Application appears will fully comply with all applicable laws, rules and regulations, including laws regulating the treatment and export of data, and this Agreement, and will not violate the intellectual property, privacy, publicity or other rights of any person. The other provisions of this Agreement shall not limit the generality of this requirement.

3. PROHIBITED USES OF THE ICONX API AND APPLICATIONS.

By way of example, and not as a limitation, you agree that when using the IConX API, you will not do any of the following:

Impersonate another company or entity, or falsify or delete any author attributions to legal or other proper notices or proprietary designations or labels of the origin or source of software or other material; use IConX API for any illegal or unauthorized purpose; remove any copyright, trademark or other proprietary rights notices contained in or on IConX API; interfere or attempt to interfere with or disrupt servers or networks connected to Home Depot or its affiliated companies, or disobey any requirements, procedures, policies or regulations of networks connected to Home Depot or its affiliated companies or otherwise interfere with or disrupt in any way the functionality, stability or proper working of the IConX API or any website, servers or equipment of Home Depot or its affiliated companies; create user accounts by automated means or under false or fraudulent pretenses; use the IConX API in any way to sell or promote services or products other than the Home Depot services and products offered through

the IConX API, or to transmit any viruses, worms, defects, trojan horses, or any items of a destructive nature.

4. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

No Guarantee of Access to IConX API.
Building an Application does not grant you any right to access the IConX API or any services provided by Home Depot and/or its affiliated companies. Without prejudice to any other rights, Home Depot may modify in any way or cease distribution of the API Documentation, or modify, suspend or discontinue all or any aspect of the IConX API including any or all of their component parts, at any time at its sole option.

Additional Terms and Conditions.
Additional terms and conditions may apply if you access, use or purchase other services from Home Depot, its affiliated companies, or third-party providers of content or software.

Network Security.
It is your obligation to provide all network security for computers operating in your internal network and external network.

Limitations on Reverse Engineering, Decompilation, and Disassembly.
You may not reverse engineer, decompile, or disassemble any software provided by Home Depot, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.

No Granting of Rights to Third Parties.
You will not sell, assign, rent, lease, distribute, export, import, or act as an intermediary, provider or hosting service, or otherwise grant rights to third parties with regard to the API Security Token or the IConX API, at any time or for any reason.

Transfer.
You may not transfer any or all of your rights in the API Security Token or under this Agreement without the express prior written permission of Home Depot.

Appropriate Conduct and Prohibited Uses.
The API Documentation may be used only for the development and maintenance of the Application and for no other reason.

You specifically agree not to use the API Documentation to build or develop any software or functionality of any kind that may now or in the future compete with a Home Depot (or any Home Depot affiliated company's) service, product, or technology of any kind.

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Third Party Beneficiaries.
Nothing in this Agreement shall be construed to confer any rights to third party beneficiaries.

Reservation of Rights and Ownership.
Home Depot reserves all rights not expressly granted to you in this Agreement. The API Documentation and API Security Token are licensed, not sold.

As between you and Home Depot, Home Depot retains all right, title and interest, including without limitation all intellectual property rights, in and to, (i) the IConX API and any and all elements and components thereof, including content, technology, software, code, user interfaces, and any derivatives works and/or compilations thereof or relating to; (ii) the content available through the IConX API.

The parties acknowledge that this Agreement does not grant Home Depot any ownership interest in your Application.

5. PRIVACY POLICY.
You will be required to provide some personal information to set up your IConX API account.

Home Depot's collection and use of personal information is governed by our Privacy Policy.

You understand and agree that Home Depot and its affiliate companies may access, preserve, and disclose your personal information and the contents of your account if required to do so by law or in a good faith belief that such access preservation or disclosure is reasonably necessary to comply with legal process or protect the rights, property and/or safety of Home Depot, its affiliated companies or the public. Personal information collected by Home Depot may be stored and processed in the United States or any other country in which Home Depot or its affiliated companies maintain facilities. By establishing an account with Home Depot, you consent to any such transfer of information outside of your country.

6. USE OF INFORMATION SUBMITTED.
You agree that we are free to use any comments, information or ideas contained in any communication you send us, without notice, compensation or acknowledgement to you, for any purpose whatsoever, including but not limited to modifying the IConX API or Home Depot or its affiliated companies' sites, and developing and marketing products and services.

7. OUR RIGHT TO MONITOR YOUR COMPLIANCE.
We may monitor your activities in order to verify your compliance with this Agreement.

You agree that you will not seek to interfere with any such monitoring and that we may use technical means to overcome any methods you use to block our monitoring.

8. TERMINATION.

Without prejudice to any other rights, Home Depot may suspend your use of the IConX API at any time, with or without cause.

Upon termination of this Agreement, you: (a) acknowledge and agree that all licenses and rights to use the API Documentation and IConX API shall terminate and (b) will cease any and all use of the API Documentation and IConX API.

9. COPYRIGHT.

All title and copyrights in and to the API Documentation (including but not limited to any images, photographs, animations, video, audio, music, text, and "applets" incorporated into the API Documentation), the accompanying printed materials, and any copies of the API Documentation are owned by Home Depot, its affiliated companies or its or their suppliers.

The API Documentation is protected by copyright laws and international treaty provisions. Therefore, you must treat the API Documentation like any other copyrighted material. You may not copy the printed materials in the API Documentation or other materials that may accompany the API Documentation except as permitted herein.

10. THIRD-PARTY CLAIMS/INDEMNIFICATION.

You agree that you are responsible for your behavior in connection with the IConX API.

We shall not be liable for claims made against you or us arising out of your Application or your use of the IConX API or any content or products made available through the IConX API, and you hereby agree to indemnify and hold us, our related companies, officers, directors, employees and agents harmless from and against any claim or demand, including reasonable attorneys' fees and costs, made by any third party, due to, or arising, directly or indirectly, in whole or in part, out of your Application, your use of the IConX API, the use of the IConX API by any other person who accesses it using your API Security Token, or your own website or other electronic medium or content, or your violation of the Agreement.

11. DISCLAIMER OF WARRANTIES.

To the maximum extent permitted by applicable law, Home Depot, its affiliated companies and its and their suppliers provide the API Documentation and IConX API "AS IS" AND "AS AVAILABLE" WITH ALL FAULTS, and hereby disclaim all warranties and conditions, either express, implied or statutory, including, but not limited to, any) implied warranties or conditions of merchantability, of fitness for a particular purpose, of lack of viruses, of uninterrupted, timely, secure, error-free, accurate or complete results, and of negligence or lack of workmanlike effort, all with regard to the API Documentation and IConX API.

ALSO, THERE IS NO WARRANTY OR CONDITION OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, AND CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT, WITH REGARD TO THE API DOCUMENTATION AND ICONX API, AND NO WARRANTY THAT ANY ERRORS IN THE API DOCUMENTATION AND ICONX API WILL BE CORRECTED. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED FROM HOME DEPOT IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM EAN OR THROUGH OR FROM EAN API SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS OF USE. THE ENTIRE RISK AS TO THE QUALITY OF, OR ARISING OUT OF USE OR PERFORMANCE OF, THE API DOCUMENTATION AND ICONX API REMAINS WITH YOU.

12. EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES.

To the maximum extent permitted by applicable law, in no event shall Home Depot, its affiliated companies or its or their suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits or confidential or other information, for loss of goodwill, use or other intangible losses, the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered into through or from the service; damages from unauthorized access to or alteration of your transmissions or data; damages from statements or conduct of any third party on the service, for business interruption, for personal injury, for loss of privacy, for failure to meet any duty including of good faith or of reasonable care, for negligence, and for any other pecuniary or other loss whatsoever related to the IConX API) arising out of or in any way related to the use of or inability to use the API Documentation or the IConX API or otherwise under or in connection with any provision of the IConX API, even in the event of the fault, tort (including negligence), strict liability, breach of contract or breach of warranty of Home Depot, its affiliated companies or any of its or their suppliers, and even if Home Depot, its affiliated companies or any of its or their suppliers has been advised of the possibility of such damages.

13. LIMITATION OF LIABILITY AND REMEDIES.

Notwithstanding any damages that you might incur for any reason whatsoever (including, without limitation, all damages referenced above and all direct or general damages), the entire liability of Home Depot, its affiliated companies and any of its or their suppliers under any provision of this Agreement and your exclusive remedy for all of the foregoing shall be limited to U.S. $5.00.

To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of the IConX API or the website at https://api.hs.homedepot.com or any successor website within one (1) year from the date on which such claim or action arose or accrued, or such claim or cause of action will be irrevocably waived. The foregoing limitations, exclusions and disclaimers shall apply to the maximum extent permitted by

applicable law, even if any remedy fails its essential purpose.

14. U.S. EXPORT CONTROLS.

Any software made available to you in connection with the IConX API is subject to U.S. export controls. No software may be downloaded or otherwise exported or re-exported in violation of U.S. export laws.

15. INDEPENDENT DEVELOPMENT.

Nothing in this Agreement will impair Home Depot's or its Corporate Affiliates' right to develop, acquire, license, promote, market, or distribute products, applications or technologies that perform the same or similar functions as, or otherwise compete with, your Application or any other products or technologies that you may develop, produce, market, or distribute.

16. ELECTRONIC NOTICES.

By registering to use the IConX API, you agree to receive electronic communications from us. You agree that any notice or other communication that we send you electronically will satisfy any legal communication requirements, including that such communications be in writing. You hereby waive any rights or requirements under any laws or regulations in any jurisdiction which require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable mandatory law.

17. RELATIONSHIP.

Nothing in these Terms of Use shall be construed as creating any type of joint venture, employer-employee, partnership or franchise relationship between you and us.

18. NO ENDORSEMENT.

You understand and agree that we do not endorse your Application.

19. MISCELLANEOUS.

This Agreement (including any addendum or amendment to this Agreement which is included with the API Documentation or is otherwise provided by Home Depot) constitutes the entire agreement between you and Home Depot in relation to this matter and governs your use of the IConX API and the API Documentation, superseding any prior agreements between you and Home Depot on this subject matter. You acknowledge and agree that by clicking on the ACCEPT button or similar buttons or links as

may be designated by Home Depot to show your approval of any foregoing texts, you are entering into a legally binding contract.

Home Depot's failure to exercise or enforce any right or provision of the Agreement shall not constitute a waiver of such right or provision. If any portion of this Agreement is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect.

This agreement, the API Documentation and your use of the IConX API are governed by the laws of the State of Georgia, USA. You hereby consent to the exclusive jurisdiction and venue of the courts, tribunals, agencies and other dispute resolution organizations in Atlanta, Georgia, USA, in all disputes (a) arising out of, relating to, or concerning the API Documentation, IConX API and/or this agreement; (b) in which the API Documentation, IConX API and/or this agreement is an issue or a material fact; and (c) in which the IConX API and/or this agreement is referenced in a paper filed in a court, tribunal, agency or other dispute resolution organization.

Incredible Installations LLC
_____
Service Provider Name

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_____
Service Provider PV#

_____
Signature

Dwain Ellis, President
_____
Print Name , Title

5/29/21
_____
Date

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