You accept this agreement by either (1) creating an account or (2) executing a quote or order or (3) paying an invoice or other similar document. If you are entering into this agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to this agreement.

Please note that this Terms of Use uses the term "user" to describe any account that uses API Fortress. Whether it's a company-wide account, or individual user account. All rights herein apply to anyone that uses the API Fortress service.

API Fortress reserves the right up update or edit parts of this agreement as it sees fit.

# **Cloud Terms of Use (Free Trials and Public Cloud Customers)**

Please Note: This section is not for on-premises customers or trials. Those terms are defined below in the on-premises section. This section is for free trials, and for customers using the public cloud version.

- 1. What is APIFortress API Fortress is a tool to help create, execute, and schedule tests for your, or a 3rd party's, APIs.
- 2. Account Requirements In order to become a user of APIFortress you must be eighteen (18) years of age or older.
- 3. Your Rights As an APIFortress user you are entitled to:
  - access the information and services provided by our website, to the extent available (see ¶6);
  - 2. end your relationship with APIFortress whenever you want to, by providing the appropriate notice (see ¶9);
- 4. Your Responsibilities
  In order to remain a user of APIFortress, and to be entitled to the above-delineated rights, you must:
  - 1. be a user of APIFortress in good standing;
  - agree to all of the within Terms of Use, and remain in compliance with the within Terms of Use for the entire time in which you are a user of APIFortress;
  - 3. maintain awareness of amendments to the Terms of Use, as long as you are notified of said changes, which notification may

- come through notifications on our website, emails, and comply with said amendments as soon as you are notified of same;
- 4. provide updated contact information to APIFortress, through changes to your account, if your email address should change, as soon as said changes to your contact information occur;
- comply with all applicable laws, rules and regulations promulgated by any governing bodies, with respect to your use of APIFortress;
- 6. keep your password confidential, and not allow others access to your APIFortress account;
- 7. not use any other users' APIFortress accounts;
- 8. provide notice to APIFortress, through email at support@apifortress.com, if you are required by law, or believe you are required by law, to act contrary to any of the within Terms of Use, at least thirty (30) days prior to so acting;
- 9. be aware of and agree to our privacy policy;
- 10. comply with all of the "Do's and Don'ts" listed in the within Terms of Use, and as amended from time to time (see ¶11).
- Rights Not Provided in these Terms of Use.
   Please see the APIFortress privacy policy for further information about how user information may be used.
  - 1. Users of APIFortress do not have the right to unfettered access to the API Fortress website. API Fortress may need to limit or suspend service at any time, for any reason (see ¶6).
  - 2. Users of APIFortress do not have the right to unlimited storage or resources on the API Fortress website. API Fortress may need to eliminate information or throttle resources by any user at any time, for any reason.
  - 3. Users of APIFortress do not have the right to confidentiality of the information they provide to API API Fortress may reveal such information to third-parties whenever necessary to: comply with the law (e.g. in answer to a third-party subpoena); enforce the within Terms of Use; defend against actions brought against API Fortress by third-parties.

### 6. Availability of Service

The services being provided by APIFortress are provided on an as available basis. The services may be interrupted at any time for any reason, including, but not limited to: provision of routine maintenance; technical problems with our equipment or your equipment; interference with interception caused by severe weather conditions; outside hackers; an overload of the system caused by too many users at one time. API Fortress does not warrant continual availability of the services being provided by it.

# 7. Limitation of Damages

APIFortress is not liable for any damages resulting from the unavailability of services. Users of API Fortress agree that they are not relying upon the services, and that they will not suffer any damages as a result of the unavailability of services. Additionally, API Fortress is not liable for any damage to your computer that results from downloading, accessing, or using API You are downloading any information from the API Fortress website at your own risk. Additionally, API Fortress is not responsible for, and cannot be held liable for, any

acts of third-parties, whether or not they are users of the API Fortress website. Furthermore, API Fortress does not, and is not required to, verify the identity of its users.

8. Indemnification – You agree to indemnify and hold APIFortress, and its owners, employees, and affiliates, harmless for all damages and costs, including, but not limited to, reasonable attorneys fees, associated with defending against any and all claims or controversies resulting from your breach of these Terms of Use, your submission of information to API Fortress, or any actions you take with respect to API

#### 9. Termination

- You may terminate your account with APIFortress at any time, with or without cause, by notifying API Fortress staff, or through our email address support@apifortress.com. Termination is effective upon our receipt and processing of said notice, but will be superceded by any individual contract.
- APIFortress may terminate your account at any time, with or without cause, and with or without notice. Once API Fortress terminates your account, you will no longer have access to your account.
- 3. Upon termination of an APIFortress account, whether by the user or by API Fortress, and whether or not for cause, these Terms of Use will no longer remain effective, except for ¶8

(Indemnification), and ¶12 (General Terms), which shall survive said termination.

4. Upon termination of an APIFortress account, your information will not be kept. If you should later reinstate your account with API Fortress, you will not be able to access information from your prior account.

## 10. Do's and Don't

### 1. Do:

- Act responsibly when using the APIFortress website.
   Users of API Fortress should interact in the same
   professional manner as they would interact in real life
   with their co-workers, employers, and/or employees.
- 2. Comply with all laws, rules and regulations.
- 3. Comply with the within Terms of Use.
- 4. Always keep your APIFortress user account information up-to-date.

#### 2. Don't:

- Provide false information as part of your user account.
   You must provide accurate information about your identity and your contact information to API
- 2. Provide information, articles, or any other material which, once published, will violate Copyright laws (see Copyright policy), or trademark or patent laws. Be sure that you have full authority to publish any materials that you publish on APIFortress, or to provide any information on or through API Fortress, and that publishing of such materials or information does not violate any agreements into which you may have entered, such as confidentiality agreements.
- Make any statements, about other companies of APIFortress, or about any other companies who are not users of API Fortress, which are knowingly false and/or defamatory.
- 4. Login as an employee of a company with which you are not actually employed.
- 5. Use any other user's account.
- 6. Attempt to market APIFortress materials for profit.

- 7. Use materials provided by APIFortress in order to engage in a directly competitive business.
- 8. Attempt to mirror or otherwise simulate the appearance of the APIFortress website in order to deceive others into believing they are on the API Fortress website when they are not.
- 9. Attempt to interfere with or disrupt the operation of the APIFortress website.
- 10. Attempt to send any malicious requests through APIFortress or to API
- 11. Attempt to override any security components of API
- 12. Infringe the APIFortress trademarks or copyrights.
- 13. Publish or otherwise use any information obtained from or through APIFortress, if such publication or use violates copyright or trademark laws.
- 14. Reverse engineer, decipher or otherwise attempt to derive the source code for API
- 15. State or imply that you are somehow affiliated with or endorsed by API
- 16. Create tests that are overly taxing to processing resources.

#### 3. General Terms

- 1. Jurisdiction: Regardless of where you reside or where you access your APIFortress account, any claim, cause of action or dispute arising out of or related to the within Terms of Use shall be governed by the laws of the State of New York. Further, any and all legal actions arising out of or related to the within Terms of Use shall be resolved in a state or federal court located in the City and State of New York, and you agree to submit to personal jurisdiction in any state or federal court in the City and State of New York for the purpose of defending or pursuing any such claim[s].
- Severable: If any terms in the within Terms of Use are found to be void or otherwise unenforceable in any jurisdiction, the remaining terms of use shall be severable and enforceable to the full extent of the law, as if the void or otherwise unenforceable terms did not exist.

- 3. Entire Agreement: The within Terms of Use constitute the entire agreement between you, the user, and APIFortress, and may only be amended through written amendments to the within Terms of Use. You are free to terminate your account with API Fortress at any time if you do not want to agree to any amendments to the within Terms of Use.
- 4. Amendments: APIFortress may amend the within Terms of Use at any time, and said amendments will become effective upon delivery of notice of said amendments to you, by any reasonable means, including, but not limited to a notification on our website or an email.
- 5. No waiver: APIFortress is not waiving its rights to enforce its rights in the within Terms of Use at any future time by failing to enforce any of its rights with respect to the within Terms of Use at any particular time, and API Fortress is not waiving its rights with respect to a future breach of the within Terms of Use by failing to enforce its rights with respect to a particular breach of the within Terms of Use. No waiver of any rights by API Fortress is enforceable unless it is in writing, and signed by a duly authorized officer of API
- 6. Assignment of rights: APIFortress may assign its rights and/or responsibilities in the within Terms of Use to any entity at any time, with or without notice to you. Users of API Fortress may not assign their individual rights or responsibilities under the within Terms of Use to any other individual or entity, as such rights are personal to such user.
- 7. Additional Rights: Users of APIFortress may have additional rights not enumerated in the within Terms of Use, based on certain laws or regulations. To the extent that such additional rights conflict with the within Terms of Use, please see ¶12.B, entitled "Severable."
- 8. No Injunctions: You are not entitled to seek injunctive relief, including, but not limited to any injunction preventing or restraining API Fortress from operating its website or providing its services to its users, or

- requiring APIFortress to accept or continue to accept you or anyone as a user of API
- 9. Titles: Titles in the within Terms of Use (e.g. the title of this paragraph is "Titles") are for reference only, and the language of the body of any given paragraph in the within Terms of Use supersedes that of the title. Titles are not independently enforceable.
- 10. Mobile Carrier Costs: APIFortress provides email and texts alerts as optional services to its user. It bears no responsibility for any costs (mobile or otherwise) associated with these services.
- 11. Marketing: By creating an account with API Fortress, we may use your email, and company's name and logo on its users list, marketing collateral and emails, online properties, and affiliated online properties.
- 12. Backups: APIFortress works to keep all its information safe and backed up. Should a critical failure occur and result in the loss of information, API Fortress cannot be held liable for damages.
- 13. Taxing Resources: Users that create or edit tests are solely responsible for the burden these tests put on the targeted APIs. Should there be any violations to that APIs terms, the user takes responsibility for those and indemnifies API

# Virtual Private Cloud Terms of Use

The Virtual Private Cloud terms of use are the same as the On-Premises Terms of Use below, except that we will be hosting the environment for you. We will be spinning up an Amazon EC2 Extra Large that is fully dedicated to just your organization.

You will have access to the Mocking and Load Testing features. For Load Testing you will be given one load agent with 10 Virtual Users. You can spin up your own load agents in your cloud to add as many VUs as you wish. Due to Amazon's Terms of Service we cannot host more load agents for you.

# **On-Premises Terms of Use**

### SOFTWARE LICENSE AGREEMENT – ON-PREMISES

This Software License Agreement (the "Agreement") entered into as of this date (the "Effective Date") is made between API Fortress Incorporated, a Delaware corporation ("Licensor"), and You.

BY ACCEPTING THIS AGREEMENT, EITHER BY (1) CLICKING A BOX INDICATING YOUR ACCEPTANCE OR (2) EXECUTING A QUOTE OR ORDER THAT REFERENCES THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS AGREEMENT.

- 1. DEFINITION OF LICENSOR PRODUCTS. For purposes of this Agreement, the "Licensor Products" shall mean the Licensor software product(s) (the "Software") identified in the quote, together with the related user manuals and other related documentation made available by Licensor ("Documentation"). The Software is delivered via Internet download or such other method as set forth in the quote or as otherwise determined by Licensor.
- 2. Subject to the terms and conditions of this Agreement and Licensee's payment of all applicable fees, Licensor hereby grants Licensee a revocable, nonexclusive, nontransferable, non-assignable (except as provided in Section 13.A) right and license in the Territory to install and use the Software and to use the Documentation provided in connection therewith, all during the license term set forth in the quote. Licensee's use of the Software is limited to the number of licenses set forth in the quote (the "Permitted Licenses"). If Licensee desires to use the Licensor Products in excess of the Permitted Licenses, or for a period in excess of term set forth on the quote, Licensee must first obtain the written consent of Licensor, and pay the then-current Software license fee and any transfer and/or upgrade charges. "Territory" means the United States of America.
- 3. The Licensor Products licensed to Licensee under this Agreement may only be used at Licensee's facilities for Licensee's internal business purposes. Licensee may not assign, sell, rent, lease, sublicense, lend, transfer, resell or distribute the Licensor Products to any third party or use the Licensor Products on behalf of any third party unless otherwise agreed upon by the parties in writing. Licensee agrees not to copy the Licensor Products, in whole or in part, except for backup purposes, unless Licensor consents in writing. License may not make more than one copy of the

Software and Documentation for Licensee's internal business purposes. Licensee agrees not to modify, obscure, or delete any proprietary rights notices included in or on the Software or Documentation and Licensee agrees to include all such notices on all copies. Licensee may not modify the Licensor Products, make derivative works or merge the Software into any other computer programs. Licensee may not reverse engineer, disassemble or decompile the Software, in whole or in part or otherwise attempt to derive its source code. Licensee agrees to use the Software in compliance with all applicable laws, rules and regulations, including but not limited to United States and foreign export, re-export and import control laws and regulations such as the US Department of Commerce's Export Administration Regulations, the US Treasury Department's trade and economic sanctions regulations, and the US Department of State's International Traffic in Arms Regulations.

4. Licensee acknowledges that, as between Licensee and Licensor, title and full ownership in and to the Licensor Products and all trade secret, copyright and patent rights and all other intellectual property and proprietary rights in and to the Licensor Products (including, without limitation any third-party software incorporated therein) remain with Licensor, whether or not any portion thereof is or may be validly copyrighted or patented. Licensee is granted the limited license rights to use the Licensor Products as described in this Agreement. Licensee agrees to treat the Licensor Products as Licensor's proprietary information. Licensee will take all reasonable steps to protect the Licensor Products from disclosure to or use by any unauthorized third party.

#### 5. TERM AND TERMINATION.

- Term. This Agreement is effective as of the Effective Date and will
  continue until the expiration of the license term set forth on the quote
  (the "Initial Term"). Unless terminated earlier in accordance with this
  Section 5, the term of this Agreement may be extended by mutual
  agreement of Licensor and Licensee and Licensee's payment of the
  then-current Software license fee for such renewal period. The "term"
  of this Agreement shall mean the Initial Term and any subsequent
  term.
- Termination by Licensor. Licensor may immediately terminate this
  Agreement if Licensee breaches any material term or condition of this
  Agreement; provided, however, that if any such breach is curable,
  Licensor may terminate this Agreement if Licensee fails to cure such
  breach within 30 days of written notice to Licensee describing such
  breach.
- 3. <u>Termination by Licensee</u>. Licensee may immediately terminate this Agreement if Licensor breaches any material term or condition of this Agreement; provided, however, that if any such breach is curable,

- Licensee may terminate this Agreement if Licensor fails to cure such breach within 30 days of written notice to Licensor describing such breach
- 4. Effect of Termination. Upon termination of this Agreement, Licensee will immediately return the Software and Documentation, together with all copies in any form and any other Confidential Information in its possession or control or certify to Licensor in writing that the same has been destroyed. Any payment obligations as of the termination or expiration of this Agreement shall remain in effect. Those provisions of this Agreement that by their terms should survive any termination of this Agreement shall be deemed to survive and remain in full force and effect, including, but not limited to Sections 1, 3, 4, 7-10, and 12-13.
- 6. SUPPORT AND TRAINING. Licensor will provide any software support and training services set forth in the quote, if any, (collectively, "Software Support"), subject to the payment requirements set forth therein. Licensor's sole obligation (and Licensee's sole and exclusive remedy) in the event of a breach by Licensor of this Section or the Software Support obligations set forth in the quote shall be to either correct or replace the affected Licensor Products, re-perform the applicable Software Support, or, at Licensor's option, to refund a portion of the paid Software Support fees based on the remaining length of the Support Period, as applicable.
- 7. Licensee agrees to pay to Licensor the license fees and any Software Support fees as set forth in the quote. Licensee shall pay all amounts due to Licensor in full within 30 days from the date of each invoice or such time (if any) stated in the quote. For the avoidance of doubt, Licensee is solely responsible for all taxes, fees, duties and governmental assessments (except for taxes based on Licensor's net income) that are imposed or become due in connection with the subject matter of this Agreement.
- 8. WARRANTY DISCLAIMER. THE LICENSOR PRODUCTS ARE OFFERED "AS IS," AND LICENSOR GRANTS Licensee, AND Licensee RECEIVES, NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED OR OTHERWISE. LICENSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE OR THAT IT WILL FUNCTION OR OPERATE IN CONJUNCTION WITH ANY OTHER PRODUCT, SOFTWARE OR HARDWARE, OR THAT IT WILL NOT CAUSE ANY LOSS OR CORRUPTION OF DATA.
- 9. LIMITATION OF LIABILITY.
  - 1. <u>NO CONSEQUENTIAL DAMAGES</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR AND ITS

- LICENSORS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING FOR THE INDIRECT LOSS OF PROFIT, REVENUE OR CONTENT) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE OR OTHER TORT THEORY OF LIABILITY) EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 2. <u>LIMITATION OF DAMAGES</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR'S AND ITS LICENSORS' CUMULATIVE, AGGREGATE LIABILITY TO LICENSEE OR ANY OTHER PARTY FOR ANY DAMAGES SHALL NOT EXCEED THE FEES PAID BY LICENSEE TO LICENSOR DURING THE 12 MONTHS PRECEDING THE CLAIM GIVING RISE TO SUCH LIABILITY.
- 10. Each party (a "Receiving Party") understands that the other party (the "Disclosing Party") may disclose information of a confidential nature including, without limitation, the Licensor Products, product information, data, pricing, financial information, end user information, software, specifications, research and development and proprietary algorithms or other materials that is (a) clearly and conspicuously marked as "confidential" or with a similar designation or (b) is disclosed in a manner in which the Disclosing Party reasonably communicated, or the Receiving Party should reasonably have understood under the circumstances, that the disclosure should be treated as confidential, whether or not the specific designation "confidential" or any similar designation is used ("Confidential Information"). The terms and conditions of this Agreement also constitute Confidential Information of each party. The Receiving Party agrees, for itself and its agents and employees, that it will not publish, disclose or otherwise divulge or use for its own purposes (other than as expressly permitted under this Agreement) any Confidential Information of the Disclosing Party furnished to it by such Disclosing Party without the prior written approval of the Disclosing Party in each instance. Each party will use at least the same level of care to maintain the Confidential Information of the other party as it uses to maintain the confidentiality of its own non-public information, and in no event less than a reasonable degree of care. The foregoing obligations shall not extend to any information to the extent that the Receiving Party can demonstrate that such information (i) was at the time of disclosure or, to the extent that such information thereafter becomes through no fault of the Receiving Party, a part of the public domain by publication or otherwise; (ii) was already properly and lawfully in the Receiving Party's possession at the time it was received by the Receiving Party free from any obligation of confidentiality, (iii) was lawfully received by the Receiving Party from a third party who was under no obligation of

confidentiality to the Disclosing Party with respect thereto, or (iv) was independently developed by the Receiving Party or its independent contractors who did not have access to the Disclosing Party's Confidential Information. In the event that the Receiving Party is required to disclose Confidential Information in accordance with a judicial or governmental order or requirement, the Receiving Party shall promptly notify the Disclosing Party in order to allow such party to contest the order or requirement or seek confidential treatment for such information.

- 11. USAGE VERIFICATION. Licensor may request annually from Licensee a certified report detailing Licensee's installation and usage of the Licensor Products, including whether or not Licensee has exceeded the Permitted Licenses. Licensee agrees to provide such report promptly following Licensor's request. Without limitation of any of Licensor's other rights and remedies, any use of Licensor Products in excess the Permitted Licenses is subject to additional license fees and, if applicable, Software Support pursuant to Section 2 of this Agreement.
- 12. GOVERNING LAW. This Agreement is to be governed by and interpreted in accordance with the laws of the State of New York, U.S.A., without giving effect to its principles of conflict of laws. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in a federal court in the Southern District of New York or in state court in the Borough of Manhattan. Notwithstanding the foregoing, Licensee acknowledges and agrees that in the event of a breach by Licensee of Sections 2, 3, 4 or 11 of this Agreement, Licensor, without limitation of its other rights and remedies, shall be entitled to seek immediate injunctive relief in any court of competent jurisdiction.
  - This Agreement may not be assigned, transferred, delegated, sold or otherwise disposed of, including, without limitation, by operation of law, without the prior written consent of the non-assigning party; provided that either party may assign this Agreement without consent in connection with the sale of all or substantially all its assets.
  - 2. Each provision of this Agreement shall be viewed as separate and distinct, and in the event that any provision shall be deemed by a court of competent jurisdiction to be illegal, invalid or unenforceable, the court finding such illegality, invalidity or unenforceability shall modify or reform this Agreement to give as much effect as possible to such provision. Any provision which cannot be so modified or reformed shall be deleted and the remaining provisions of this Agreement shall continue in full force and effect.
  - 3. NOTICES: All notices provided hereunder shall be in writing, delivered personally or sent by overnight courier, registered or certified mail to the addresses set forth in the signature line below or such other address as may be specified in writing by notice given in accordance with this Section. All such notices shall be deemed to

- have been given: (i) upon receipt when delivered personally or (ii) upon verification of receipt via overnight courier, registered or certified mail.
- 4. Performance of any obligations required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described herein. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 5. Force Majeure: Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or services as a result of causes beyond its reasonable control, and without its fault or negligence, including without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, communication line failure and power failures. Nothing in the foregoing shall be deemed to relieve Licensee of Licensee's obligation to pay any and all fees owed to Licensor under this Agreement.
- 6. INDEPENDENT CONTRACTORS. It is the intention of Licensor and Licensee that Licensor and Licensee are, and will be deemed to be, independent contractors with respect to the subject matter of this Agreement, and nothing contained in this Agreement will be deemed or construed in any manner whatsoever as creating any partnership, joint venture, employment, agency, fiduciary or other similar relationship between Licensor and Licensee.
- 7. ENTIRE AGREEMENT. This Agreement is intended by the parties as the final expression of their agreement with respect to the subject matter hereof and may not be contradicted by evidence of any prior or contemporaneous agreement unless such agreement is signed by both parties. This Agreement may only be modified or amended pursuant to a written agreement or instrument signed by each party.

HEADINGS; COUNTERPARTS. Headings are for convenience only and are not deemed to be part of this Agreement. This Agreement may be entered into in separate counterparts, each of which when so executed will be deemed an original and taken together will constitute one fully executed Agreement.

# Licensing Parameters, Restrictions, and Service Terms

Your use of API Fortress and any of its products is limited to the number of deployments, seats, teams, subscription terms, limits, or any such other licensing parameters as set forth in the contract/estimate/invoice.

API Fortress and its licensors reserve any and all rights, implied or otherwise, which are not expressly granted to You hereunder, and retain all rights, title, and interest in and to the platform.

- 1. You shall not modify, adapt, distribute, resell, rent, lease, or loan the platform; or create or prepare derivative works based upon the platform or any part thereof.
- 2. Use the platform in a service bureau, or application service provider environment, or in any commercial timeshare arrangement.
- 3. Attempt to decompile, disassemble or otherwise reverse engineer the platform or any part thereof.
- 4. Use the platform in contravention of any applicable laws or government regulations.
- 5. Access the platform in order to build a competitive product or service.
- 6. Copy any features, functions or graphics of the platform.
- 7. Create duplicate accounts or make the platform available to anyone other than Users.
- 8. Use the platform to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights.
- 9. Use the platform in excess of any licensing parameters.
- 10. Load test systems that You do not own, unless express consent is given to You by the legal owner. You shall not interfere with or disrupt the integrity or performance of the platform or third-party data contained therein, or attempt to gain unauthorized access to the platform or their related systems or networks.

Last Updated: August 2, 2019