

Software Services Agreement

API Services Terms

1 Introduction

These API Services Terms describe the licence and support services which apply where you have entered into a “Software Services Agreement” (**Agreement**) with us and we make available to you our APIs and services with which the Software will integrate (**API Services**). These API Services Terms form a part of the Agreement and references to the Agreement include the provisions of these API Services Terms.

If you have also entered into a “Partner Agreement” with us, then these API Services Terms will not apply and the terms set out in that Partner Agreement will apply to the API Services.

Capitalised terms not defined in these API Services Terms have the meaning given to them in the Agreement.

To the extent that any of these API Services Terms are inconsistent with the terms of the Agreement, the terms of the Agreement take precedence and these API Services Terms will not apply to the extent of such inconsistency.

We may update these API Service Terms from time to time. You should check this webpage periodically as any changes to these API Service Terms will be notified to you by their posting to this webpage. If we make a material change to these API Service Terms, we will inform you. If the changes have a material detrimental effect on your use of API Services, you may notify us that you no longer want to use the API Services in writing at any time during the 30 day period after we have notified you of the change to the API Service Terms.

2 Use

- (a) During the term of the Agreement, we grant you a non-transferable, non-sublicensable and non-exclusive licence to:
 - (i) access and use the API Services, and use any printed and electronic documentation provided to you in connection with the API Services (including manuals, specifications, training materials and collateral) (**API Services Documentation**), in each case for the sole purpose of integrating your systems (the **Target System**) with our Software in accordance with the Agreement;
 - (ii) without limiting any other rights you have under the Agreement, access and use our Software for the sole purpose of testing the integration of the Target System with our Software using the API Services; and
 - (iii) in providing the Target System, use the API Services for your ‘Authorised Users’ that have been granted access to the Software under the Agreement (and, for clarification, who have accepted the terms and conditions of our EULA) (**Authorised Users**),

provided that:

- (iv) the Target System is not (in our reasonable opinion) a competitor product to the Software or any of our other products or services (or any product or services which we are considering to provide); and
 - (v) if you are in breach of the payment terms or any other terms of the Agreement, we may notify you of this requiring you to remedy the breach. If you do not remedy the breach within 14 days (or such longer period stated in our notice), we may suspend or terminate the licence (including your access of the API Services) granted under this clause.
- (b) Where we provide you with API Services, you agree:
 - (i) to provide us with:
 - (A) information about the business purpose, technical architecture and general user base of the Target System on request and updates to this information during the Term; and
 - (B) a list of our API Services which you currently use within your organisation, upon request;
 - (ii) that you are responsible for, and must provide and maintain, any interface, system or service (in addition to our API Services) required for receipt of Data obtained through our API Services or for the push of Data from the Target System to the Software; and
 - (iii) if requested by us, you will provide us with:
 - (A) a unique key to identify the Target System; and
 - (B) access to the version of the Target System for our testing, support, training and marketing purposes.
- (c) We may allow you to use a third party (or your own) identity verification software to enable Authorised Users to login and access the API Services and Software, however, if we do so:
 - (i) we will not be in a position to validate any access to the API Services or Software using such identity verification software; and
 - (ii) you are entirely responsible for any access to, or use or misuse of, the API Services or Software (whether by an Authorised User or any other person) as a result of your use of such identity verification software.
- (d) Where we provide you with an access token for the API Services:
 - (i) you are responsible for keeping your account username and access token safe and secure, to not disclose them to any other person, and to notify us if you become aware of or suspect any unauthorised use, disclosure and / or misuse of them. We are not responsible for your failure to do so;
 - (ii) we are not responsible for any use of the API Services through the use of an access token; and

- (iii) in relation to any misuse of your account username or access token, we have the right to terminate and/or to limit your access to the API Services at any time without prior notice and at our reasonable discretion having regard to the respective interests of the individual case, temporarily or permanently.

3 Restrictions

- (a) You must not:
 - (i) use reverse engineering or other techniques to access logic, internal data structures or internal services utilised by our Software or otherwise translate, reverse-engineer, decompile, disassemble or copy any source code or underlying ideas or algorithms of the API Services by any means;
 - (ii) provide, rent, lease, licence, transfer or grant any rights in the API Services, in full or in part, to or for the benefit of any third party, provided that your users may access and use the API Services via the Target System in accordance with the Agreement;
 - (iii) remove, alter or obscure any identification, copyright, trademark or other proprietary notices, labels or marks on or in the API Services and the API Services Documentation;
 - (iv) modify, adapt, incorporate into or with other websites, or create a derivative work of any part of the API Services or the API Services Documentation; or
 - (v) develop your application in the Class production environment. All development and testing should occur in the Partner Integration Environment (PIE).
- (b) Where you use any of the API Services or our Software other than as specified in the Agreement, you are in breach of your licence terms and, without limiting any of our rights or remedies, we may:
 - (i) require you to enter into a "Partner Agreement" with us for such use of the API Services and/ or our Software; and/or
 - (ii) charge you (including retrospectively) for such use based on our then current standard fees and charges under such "Partner Agreement" for such use of the API Services and/ or our Software. Further, you agree to provide us or our authorised representatives with reasonable access to your premises during normal business hours to audit such records to the extent reasonably necessary for us to confirm your use of the API Services and to confirm that you are complying with these API Services Terms. You must provide us or our authorised representatives with any co-operation, access and information reasonably required to perform any such audit.

4 Security and suspension

- (a) You must comply with our reasonable security requirements notified to you from time to time. If we change our security requirements, we will notify you at least 30 days in advance of the change coming into effect.

- (b) Without limiting paragraph (a), you must take all prudent and reasonable steps to ensure that the Target System is protected against unauthorised access, use, modification, processing, disclosure or other misuse.
- (c) We may from time to time conduct security reviews, audits or tests to verify your compliance with the Agreement and our reasonable security requirements.
- (d) We may, as a part of such a security review or audit, request details of security code, measures and practices employed by you to protect the privacy and data integrity of the Target System, our Software and systems, and any data transferred between those systems. You must comply with any such request from us.
- (e) We may conduct security testing against the Target System by one month's notice to you, or such shorter notice as agreed between us. As part of the security testing, we may request access to your test environment or demonstration account to permit such tests against the Target System. In particular, but without limitation, we may request such access to confirm that changes or issues relating to paragraph (f) and section 5(e) have been addressed. You must comply with any such request by us.
- (f) We may from time to time:
 - (i) deactivate a particular part of the API Services due to issues with the Target System, including due to security, performance or operation of the Target System. Where we do so, we will provide you with details of the issue which is to be remedied by you. Once the issue has been remedied to our reasonable satisfaction, we will reactivate the deactivated API Services; and
 - (ii) temporarily suspend, restrict or limit your use of our services if we believe that your use is impairing the security, performance or integrity of our services, or the use of our services by other customers (for example developing your application in the Class production environment). Where we do so, we will try and contact you prior to doing so, or as soon as practicable afterwards (however this may not be possible in all circumstances), and once such impairment has been addressed, we will cease to do so.

5 API Services availability and updates

- (a) A schedule of the API Services used including settings and parameters is provided, maintained and available to you on request. We may only provide and make available to you a subset of the API Services, as those API Services are identified in the technical integrations guide published by us and updated from time to time (Technical Integrations Guide). You must notify us if you intend to use any API Services not published in the Technical Integrations Guide.
- (b) Notwithstanding any other term of this Schedule, the API Services may be modified, terminated or deactivated by us from time to time without any prior notice to you, where it is necessary, in our reasonable opinion, to stop or prevent serious harm or damage to the API Services, including where we suspect fraud, privacy or data breaches, or there is otherwise a legitimate business interest to do so.

- (c) We may, at our discretion, allow you to use an otherwise restricted API Service in an “unlimited” manner if you can demonstrate that such limits are enforced by the Target System.
- (d) The API Services provided are primarily provided to support the Software and:
 - (i) that from time to time these API Services may be unavailable due to scheduled maintenance, system or software updates, upgrades, or changes and operational procedures; and
 - (ii) the API Services are on-demand services and should only be initiated by a user triggered event, and must not be automatically polled.
- (e) We may modify the API Services from time to time, including to add or remove any component or functionality. If we modify the API Services, we will provide you with 30 days’ notice prior to the modifications taking effect. If the changes have a material detrimental effect on your use of the API Services, you may terminate your use of the API Services by notifying us in writing at any time during the 30 day period after we notify you of the modification.
- (f) We provide version support for a subset of the API Services only as indicated in the Technical Integrations Guide and you must use new versions of the API Services no later than 3 months after they are made available to you. You must adapt the Target System from time to time to ensure that it properly interfaces with such new versions within that timeframe. Where we no longer support a version of the API Services we will notify you accordingly and use reasonable endeavours to deprecate any such API Services.
- (g) You are solely responsible for adapting any Target System as a result of any changes we make to the Software or API Services.

6 API Services support services

- (a) Subject to your payment of any Fees and other charges to us in accordance with the Agreement, we will provide you with support for issues associated with the supported API Services in accordance with issue classification, procedures and target timeframes published from time to time.
- (b) You are responsible for:
 - (i) Running such standard diagnostic tests as may be specified by us from time to time to confirm that the issue for which support is required is related to a defect in the API Services;
 - (ii) providing sufficient information and data to allow us to readily reproduce all reported issues; and
 - (iii) making available such remote access facilities as we require in order to provide the API Services support services (subject to us complying with any reasonable security or access restrictions you notify us in writing).

7 Acknowledgements

Where we provide you with the API Services:

- (a) the API Services and all Intellectual Property Rights associated with the API Services remain our property or the property of our licensors, and no rights with respect to the API Services are granted to you other than those rights expressly granted in the Agreement;
- (b) you have relied on your own skill and judgement and enquiries in deciding to use the API Services and that no promises, representations, warranties or undertakings have been given by us or anyone on our behalf in relation to the benefits to be obtained from the use of the API Services or their suitability for any particular purpose;
- (c) we may monitor the use and accessing of the API Services to ensure quality, improve the API Services and verify your compliance with the Agreement. You must not interfere with such monitoring, and without limiting our other rights and remedies we may use technical measures to overcome any such interference;
- (d) we cannot (and do not) guarantee that the API Services are always accurate, up-to-date or complete; and
- (e) you:
 - (i) grant us a perpetual, irrevocable, worldwide, non-exclusive licence (with the right to sublicense) to use, copy and modify Your Data, in connection with our provision of the API Services and Software in accordance with the Agreement; and
 - (ii) warrant that:
 - (A) you have all rights (including Intellectual Property Rights), permissions, authorities and licences in respect of Your Data necessary to grant the rights under paragraph (i);
 - (B) our receipt and use of Your Data in accordance with the Agreement will not infringe the rights (including Intellectual Property Rights) of any third party; and
 - (C) you are authorised by applicable law, and have obtained any consents necessary, to collect the Personal Information in Your Data, and to disclose that Personal Information to us for use by us in accordance with the Agreement.