



API License Agreement

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5. Support:

- a. SurveySparrow will not provide any support for the API under this Agreement. Nothing herein shall be construed to require SurveySparrow to provide consultations, support services or updates, upgrades, bug fixes or modifications to the API.

6. Confidentiality:

- a. The API contains valuable proprietary information and trade secrets of SurveySparrow and its suppliers that remain the property of SurveySparrow. You shall protect the confidentiality of, and avoid disclosure and unauthorized use of, the API.

7. No Warranty:

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- a. The effective date of this Agreement is the start of use of the API by the Licensee.
- b. This Agreement will terminate automatically if you fail to comply with any of the terms and conditions of this Agreement and you will be liable to SurveySparrow and its suppliers for damages or losses caused by your non-compliance. The waiver by SurveySparrow of a specific breach



or default shall not constitute the waiver of any subsequent breach or default.

- c. Either party shall have the right to terminate the Agreement, upon a thirty (30) days written notice to the other party.
- d. Upon termination of this Agreement, Licensee will immediately cease using the API Development Kit, and Licensee agrees to destroy all adaptations or copies of the API and Documentation or return them to SurveySparrow upon termination of this License.

12. Arbitration:

- a. Licensee and SurveySparrow agree to arbitrate any dispute arising from this Agreement, except for disputes in which either party seeks equitable and other relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets or patents. ARBITRATION PREVENTS LICENSEE FROM SUING IN COURT OR FROM HAVING A JURY TRIAL.
- b. Licensee and SurveySparrow agree to notify each other in writing of any dispute within thirty (30) days of when it arises.
- c. Any dispute, controversy, difference or claim arising out of or relating to the Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration.
- d. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in English language.

13. Miscellaneous:

- a. Assignment. Licensee may not assign this Agreement or any interest or rights granted hereunder to any third party without the prior written consent of SurveySparrow. A change of control or reorganization of Licensee pursuant to a merger, sale of assets or stock shall be deemed to be an assignment under this Agreement. This Agreement shall terminate immediately upon the occurrence of any prohibited assignment.
- b. Waiver. No failure by either party to exercise or enforce any of its rights under this Agreement will act as a waiver of such rights and no waiver



of a breach in a particular situation shall be held to be a waiver of any other or subsequent breach.

- c. Severability. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent possible and the other provisions of this Agreement will remain in force.
- d. Entire agreement. This Agreement represents the complete agreement concerning the API and oral amendments are void. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable.
- e. By installing, copying, or otherwise using this API, you acknowledge that you have read, understood and agree to be bound by the terms and conditions indicated above.