

Outreach Developer Agreement

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS (“**THE AGREEMENT**”) CAREFULLY BEFORE DOWNLOADING, INSTALLING, OR USING THE APPLICATION PROGRAM INTERFACES AND ACCOMPANYING DOCUMENTATION AND MATERIALS, SOURCE CODE, SDKS, EXECUTABLE APPLICATIONS AND OTHER MATERIALS (THE “**OUTREACH API**”) MADE AVAILABLE BY OUTREACH CORPORATION (“**OUTREACH**” OR “**WE**”) FOR THE PURPOSE OF ENABLING APPLICATIONS DEVELOPED BY THIRD PARTY DEVELOPERS, INCLUDING YOU (“**APP**”) TO ACCESS AND USE OUTREACH’S SALES ENGAGEMENT PLATFORM AND RELATED SERVICES (COLLECTIVELY, THE “**SERVICES**”). THIS AGREEMENT GOVERNS ALL ACCESS TO AND USE OF THE OUTREACH API, UNLESS YOU AND OUTREACH HAVE EXECUTED A SEPARATE API AGREEMENT.

The permissions and licenses to the Outreach API granted by Outreach in this Agreement are conditioned upon your acceptance of and adherence to the terms and conditions recited herein. By clicking on the “I accept” button below or by downloading, installing, using, or accessing the Outreach API, you indicate that you understand and accept the Agreement, and all the terms and conditions contained herein. If you are acting on behalf or at the request of an organization or company, you represent that you have the authority to bind that organization or company to this Agreement, and you indicate that you agree to the terms and conditions of this Agreement on behalf of that organization or company. If you do not accept this Agreement and all the terms and conditions contained herein, Outreach is unwilling to license the Outreach API to you and you do not have permission to download, install, use, or access the Outreach API.

1. Rights. Subject to your compliance with this Agreement, the terms of the Outreach Services and any other related terms agreed to by the Parties (the “**Terms**”) and any open source or third party licenses required in the Outreach API documentation or otherwise provided by Outreach, Outreach hereby grants you a limited, non-exclusive, non transferrable, non-sublicensable, revocable right to access and use the Outreach API solely for the purposes of developing, implementing, integrating and interfacing your Apps with the Services. Outreach reserves all rights in and to the Outreach API not expressly granted to you in this Agreement. Developer grants Outreach a perpetual, worldwide, non-exclusive, non-transferable and non-sublicensable license to access, deploy, use and integrate the App in connection with Developer’s active account for the Services.

2. Restrictions. Except as expressly authorized under this Agreement, you may not: (a) copy, modify, create a derivative work, display, distribute, transfer or sublicense the Outreach API or otherwise make the functionality of the Outreach API available to any third party through any means; (b) interfere with, bypass or disable any features or functionality that are embedded in or included with the Outreach API or Services; (c) access or use the Outreach API for the purpose of monitoring the availability, performance, or functionality of the Services or for any other benchmarking, building a knowledge base, teardown, competitive research, or for any other competitive purpose; (d) access or use the Outreach API or Services in any unlawful manner, for any unlawful purpose or in any manner inconsistent with this Agreement; (e) use any scraping, data harvesting, web crawlers, or other data extraction methods to extract data from the Outreach API or Services; or (f) use the App for offensive, profane, obscene, libelous or otherwise illegal activity. You acknowledge and agree that the Outreach API and Services constitute or contain trade secrets of Outreach and its licensors. Accordingly, you will not disassemble, decompile or reverse engineer the Outreach API or Services or permit or authorize a third party to do so, except to the extent expressly permitted by law. You also agree to abide by any limitations on access, calls, or use of the Services or Outreach API (any “**Service Limits**”) that may be set by Outreach and will not attempt to circumvent such Service Limits without the prior written consent of Outreach.

3. End User Requirements. You will require your end users to comply with applicable law, regulations, the Terms, Outreach’s Acceptable Use Policy, and Outreach’s Privacy Policy.

4. API Access Requirements. Each App must maintain absolute compatibility with the Outreach API in order to be granted access to the Outreach API including by: (a) applying all Outreach API updates provided by Outreach; (b) providing, error-free, all functionalities identified as critical by Outreach; and (c) supporting any standards (including encryption standards) or platforms required by Outreach.

5. Updates and Revisions to Outreach API. Outreach may update or revise the Outreach API from time to time and such updates and revisions may adversely affect the manner in which your App's access or communicate with the Outreach API or the Services. You are responsible, at your expense, for making any changes to your Apps that might be required as a result of Outreach's updates and revisions to the Outreach API.

6. Support. You are solely responsible for providing all support and technical assistance to the end users of your App. Outreach has no obligation to provide support or technical assistance to the end users of your App. You shall clearly identify to the end users of your App where to locate support from you. You agree to use commercially reasonable efforts to provide reasonable support to your end users.

7. Monitoring. Outreach may monitor the use of the Apps to ensure quality and verify your compliance with this Agreement. You agree to allow Outreach to use your App to identify security issues that could affect Outreach or its end users.

8. Testing and Review. You agree to thoroughly test your App to ensure it operates properly with Outreach's API and API documentation and materials. Outreach reserves the right to review your App for quality, compliance with this Agreement and Terms prior to adding your App to Outreach's App Directory.

9. Fees. The Outreach API is currently provided to you at no charge. At any time, Outreach reserves the right to charge a fee for use of the Outreach API and you can elect to purchase at that time. If you do not agree to pay the fee for your use of the Outreach API we will terminate your use of the Outreach API.

10. Ownership. You acknowledge that Outreach owns all worldwide rights, title and interest in and to the Outreach API and Services including all intellectual property rights therein. If you provide Outreach with comments, suggestions or feedback regarding the Outreach API or Services you agree that Outreach will be free to use, disclose, reproduce, license or otherwise exploit such comments, suggestions or feedback as it sees fit, without obligation or restriction of any kind.

11. Attribution. You agree to display any attribution(s) required by Outreach as described in the API documentation.

12. Publicity. You grant us the right to use your company name and logo as a reference for marketing or promotional purposes on our website and in other public or private communications with our existing or potential developers and customers, subject to your standard trademark usage guidelines as provided by you to us.

13. Term and Termination. This Agreement will remain effective until terminated. You may terminate this Agreement at any time by ceasing your use of the Outreach API. Outreach may immediately terminate this Agreement at any time and without notice if you breach any term or condition of the Terms. Outreach may also terminate this Agreement for any reason upon thirty (30) days' notice. Outreach will not be liable for any costs, expenses or damages you incur as a result of its termination of the Terms. Upon any termination of this Agreement you will promptly cease all access to and use of the Outreach API and destroy all copies of the Outreach API and Confidential Information of Outreach in your possession or control. Sections 10, 14, 15, 16, 17 and 22 will survive termination of this Agreement.

14. No Warranty. THE OUTREACH API AND SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. OUTREACH EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. NO ADVICE OR INFORMATION WHETHER ORAL OR WRITTEN, OBTAINED FROM OUTREACH OR ELSEWHERE, WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER YOUR EXERCISE OF THE RIGHTS GRANTED TO YOU UNDER THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, YOUR USE OF THE SERVICES COMPLIES WITH APPLICABLE LAW.

15. Limitation of Liability. IN NO EVENT WILL OUTREACH BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE OUTREACH API OR SERVICES, WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT OUTREACH HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. OUTREACH'S TOTAL LIABILITY TO YOU FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY WILL BE LIMITED TO AND WILL NOT EXCEED ONE HUNDRED DOLLARS (\$100) OR THE AMOUNTS PAID BY YOU TO OUTREACH FOR USE OF THE OUTREACH API, WHICHEVER IS GREATER. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

16. Indemnity. You will defend, indemnify, and hold Outreach harmless from and against any and all third party liabilities, losses, damages, judgments, fines, penalties, costs and expenses (including reasonable attorneys' fees and court costs), as incurred, arising out of or in any way connected to: (i) your access to and use of the Outreach API or Services; or (ii) your breach or violation of this Agreement or Applicable Law.

17. Confidential Information. You may be given access to certain non-public information, software or specifications relating to the Outreach API and Services which is confidential and proprietary to Outreach ("**Confidential Information**"). You may use Confidential Information only as necessary in exercising your rights granted in this Agreement. You may not disclose any Confidential Information to any third party without Outreach's prior written consent. Notwithstanding the foregoing, you may disclose Confidential Information to those of your employees and subcontractors that need to know such Confidential Information for the purpose of complying with this Agreement, provided that each such employee or subcontractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. You will protect Confidential Information from unauthorized use, access or disclosure in the same manner and to at least the same extent that you would to protect your own confidential and proprietary information of similar importance.

18. Privacy. You will comply with all applicable privacy laws and regulations including those that apply to personal information. Personal Information ("PI") is defined for the purposes of this Agreement as any information that on its own, or in conjunction with any other data can identify, relate to or reasonably be linked to an individual, or household. You will provide and adhere to Outreach's Privacy Policy for data processed or accessed by your App. You will make it clear to your end users what information you will collect and how you use and share such information (including for advertising) with Outreach and third parties. You will use commercially reasonable efforts to protect end user information collected by your App, including PI, from unauthorized access or use and will promptly report to your end users any unauthorized access or use of such information to the extent required by applicable law.

19. Modification of Agreement. Outreach may modify this Agreement, at any time and in its sole discretion, by posting notice on the Outreach developer website or by otherwise notifying you. If any modification is unacceptable to you, your only recourse is to terminate this Agreement. Your continued access and use of the Outreach API following such notice will constitute your acceptance of the modification.

20. Assignment. You may not assign or transfer this Agreement, by operation of law or otherwise, without Outreach's prior written consent. Any attempt by you to assign or transfer this Agreement without such consent will be null. Outreach may freely assign or transfer this Agreement without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

21. Relationship. Outreach and Developer are independent contractors and this Agreement will not establish any relationship of partnership, employment, agency, joint venture, or franchise between Outreach and Developer. Neither Party will have authority, and will not represent that it has any authority, to bind the other.

22. General. This Agreement will be governed by and construed in accordance with the laws of the State of Washington, without regard to or application of conflict of law rules or principles. Any proceeding relating to or arising from this Agreement may be brought only in the state and federal courts in Seattle, Washington, and the parties hereby waive any objections to jurisdiction or venue of any such court. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. This Agreement constitutes the entire and exclusive understanding and agreement between Outreach and you regarding the Outreach API, and this Agreement supersedes and replaces any and all prior oral or written understandings or agreements between Outreach and you regarding the Outreach API. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect. Any notices or other communications provided by Outreach under this Agreement, including those regarding

modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Outreach developer website. For notices made by e-mail, the date of receipt of such notice will be deemed the date on which such notice is transmitted. Outreach's failure to enforce any right or provision of this Agreement will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Outreach. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. You acknowledge that a violation of this Agreement may cause irreparable harm to Outreach that is not adequately compensable by monetary damages. In addition to other relief, you agree that temporary and permanent injunctive relief may be an appropriate remedy to prevent any actual or threatened violation hereunder.