



OUTREACH API TERMS OF SERVICE

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS (“**API TERMS**”) CAREFULLY BEFORE DOWNLOADING, INSTALLING, OR USING THE APPLICATION PROGRAM INTERFACES AND ACCOMPANYING DOCUMENTATION AND MATERIALS (THE “**OUTREACH API**”) MADE AVAILABLE BY OUTREACH CORPORATION (“**OUTREACH**”) 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**”). THESE API TERMS GOVERN ALL ACCESS TO AND USE OF THE OUTREACH API, UNLESS YOU AND OUTREACH HAVE EXECUTED A SEPARATE API AGREEMENT.

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2. **Restrictions.** Except as expressly authorized under these API Terms, 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 these API Terms; or (e) use any scraping, data harvesting, web crawlers, or other data extraction methods to extract data from the Outreach API or Services. 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. **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.
4. **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 Apps 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.
5. **Monitoring.** Outreach may monitor the use of the Apps to ensure quality and verify your compliance with the Terms. You agree to allow Outreach to use your App to identify security issues that could affect Outreach or its users.
6. **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.
7. **Term and Termination.** The API Terms remain effective until terminated. You may terminate the API Terms at any time by ceasing your use of the Outreach API. Outreach may immediately terminate these API Terms at any time and without notice if you breach any term or condition of these API Terms. Outreach may also terminate these API Terms 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 these API Terms. Upon any termination of these API Terms 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 6, 8, 9, 10, 11, and 15 will survive termination of these API Terms.

8. **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 THESE API TERMS. YOU ACKNOWLEDGE AND AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR DETERMINING WHETHER YOUR EXERCISE OF THE RIGHTS GRANTED TO YOU UNDER THESE API TERMS INCLUDING, WITHOUT LIMITATION, YOUR USE OF THE SERVICES COMPLIES WITH APPLICABLE LAW.
9. **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 THESE API TERMS 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 THESE API TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
10. **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 these API Terms or Applicable Law.
11. **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 these API Terms. 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 these API Terms, 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.
12. **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 these API Terms 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 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 user information collected by your App, including PI, from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.
13. **Modification of API Terms.** Outreach may modify any of these API Terms, 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 these API Terms. Your continued access and use of the Outreach API following such notice will constitute your acceptance of the modification.
14. **Assignment.** You may not assign or transfer these API Terms, by operation of law or otherwise, without Outreach’s prior written consent. Any attempt by you to assign or transfer these API Terms without such consent will be null. Outreach may freely assign or transfer these API Terms without restriction. Subject to the foregoing, these API Terms will bind and inure to the benefit of the parties, their successors and permitted assigns.
15. **General.** These API Terms 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 these API Terms 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 these API Terms. These API Terms constitute the entire and exclusive understanding and agreement between Outreach and you regarding the Outreach API, and these API Terms supersede and replace 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 these API Terms invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of these API Terms will remain in full force and effect. Any notices or other communications provided by Outreach under these API Terms, 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 these API Terms 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 these API Terms, the exercise by either party of any of its remedies under these API Terms will be without prejudice to its other remedies under these API Terms 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.