

Terms of Service for Teamwire API

§1 Acceptance of Terms

This API Terms of Service document (the "API TOS") is an agreement you must accept in order to use the API (as described below). This document describes both your rights and your obligations as part of using the API. It is important that you read it carefully because you will be legally bound to these terms. Teamwire GmbH ("Teamwire" "we" "us") only provides the API to you subject to this API TOS. By accepting this API TOS or by accessing or using the API, you agree to be bound by this API TOS (including the Privacy Policy and general Terms of Service, which are incorporated here by reference).

If you are entering into this API TOS on behalf of a company or other legal entity, you represent that you have the authority to bind such entity to this API TOS. In that case, the terms "you" or "your" shall also refer to such entity. If you do not have such authority, or if you do not agree with this API TOS, you may not use the API. You acknowledge that this API TOS is a contract between you and Teamwire, even though it is electronic and is not physically signed by you and Teamwire, and it governs your use of the API.

The contractual partner with regard to this API TOS is Teamwire GmbH, Tittmoninger Straße 11, D-81679 Munich, Germany.

§2 API Key Definitions

Application – Any software application, website, or product you create or service you offer using the API (defined below).

API Documentation – The documentation, data and information that Teamwire provides regarding the use of the API.

Data – Means any data and content uploaded, posted, transmitted or otherwise made available by users via the Teamwire Services, including messages, files, comments, profile information and anything else entered or uploaded into the Teamwire Service by a user of the Teamwire Service.

API – The publicly available Application Programming Interface ("API") as well as the related API Documentation for Teamwire.

Teamwire Brand – The Teamwire and Teamwire brand and brand assets, including names, logos, trade names and trademarks.

Teamwire Service(s) – Teamwire's applications, real-time communication, messaging, archiving and search services and related systems and technologies, as well as the website <http://teamwire.eu> (the "Site"), and all software, applications, data, reports, text, images, and other content made available by or on behalf of Teamwire through any of the foregoing. The "Service" does not include Data or any software application or service that is provided by you or a third party (including Applications), whether or not Teamwire designates them as "official integrations".

§3 API License

As long as you follow this API TOS, Teamwire grants you a limited, non-exclusive, non-assignable, non-transferable license to use the APIs to develop, test, and support any software application, website, or product, and to integrate the APIs with your Application. Your license is subject to the limitations set forth in §4 below, and you agree that violation of Section 4 will automatically terminate your license to use the APIs.

§4 Use of APIs and Data

The following identifies limitations on use related to the API:

Reliance on API

Teamwire is still evolving, and we need the flexibility to occasionally make changes to our APIs, including backwards incompatible ones. We will try to give notice of these changes. Also, parts of our API are undocumented, including certain methods, events, and properties. Given that these undocumented aspects of our API may change at any time, you should not rely on these behaviors.

Applicable laws or agreements

You may not use the API in violation of any law or regulation, or rights of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality, or in any manner inconsistent with this API TOS or Teamwire's other agreements to which you are subject.

Scope of acceptable use

You may not use the API or any other technology in a manner that accesses or uses any information beyond what Teamwire allows under this API TOS or the Documentation; that changes the Teamwire Service; that breaks or circumvents any of Teamwire's technical, administrative, process or security measures; that disrupts or degrades the performance of the Teamwire Service or the API; or that tests the vulnerability of Teamwire's systems or networks.

Malware

You may not transmit any viruses or other computer programming that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system or data.

Reverse engineering

You may not attempt to reverse engineer or otherwise derive source code, trade secrets, or know-how in the API or portion thereof.

Functionality

You may not use the API to replicate or compete with core products or services offered by Teamwire (e.g. a chat application or integration that has similar features to Teamwire may not use the API).

You acknowledge and agree that Teamwire has or may in the future offer products or services that are similar to your Application, and nothing will prevent Teamwire from doing so.

Commercial Use

You may charge for your Application. However, you may not sell, rent, lease, sublicense, redistribute, or syndicate access to the API.

Advertising

You may place advertisements on and around your Application. However, you may not:

- Place any advertisements within the Teamwire Services, and your advertisements may not resemble or be reasonably likely to confuse users as being a Teamwire Service;
- Use Data or any content from Teamwire Services in any advertisements or for purposes of targeting advertisements, in your Application or elsewhere; or
- Use contact information obtained from Teamwire Services (including email addresses) to contact Teamwire users outside of Teamwire without their express permission.

Rate Limits

You will not attempt to exceed or circumvent limitations on access, calls and use of the API, or otherwise use the API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of this API TOS or the Documentation.

Distribution of your application

You may not distribute or allow access to the API to anyone other than, if applicable, the company on whose behalf you entered into this API TOS. Anyone who wants to access our APIs must agree to be bound by this API TOS.

§5 Use of Teamwire Brand or Marks

You must not use the Teamwire Brand in a way that suggests your service is endorsed by, sponsored by, or associated with Teamwire, and you may only use the Teamwire Brand in agreement with the general Terms of Service.

§6 Storage of Data

Caching Data

Where Data is cached, you should refresh the cache at least every 24 hours.

Secure Storage Measures

All Data should be stored and served using strong encryption.

Delete at User Request

You must delete all Data you have collected from a Teamwire user upon request by that user, and when the Teamwire user deauthorizes your Application or closes his or her account with you. Similarly, when a team stops using your Application, you should delete all Data obtained from that team.

Deletion at Termination

If we terminate your use of the API for any reason, then you must permanently delete all Data and any other information that you stored pursuant to your use of the API, except when doing so would cause you to violate any law or obligation imposed by a governmental authority.

No Other Storing

You may not copy or store any Data or capture or store any information expressed by the Data (such as hashed or transferred data), except to the extent permitted by this API TOS.

§7 Your User Agreement and Privacy Policy

If you offer your Application for use by others outside your organization, you must maintain a user agreement and privacy policy for your Application, which is prominently identified or located where users download or access your Application. Your privacy policy must meet applicable legal standards and accurately describe the collection, use, storage and sharing of data. You must promptly notify us of any breaches of your user agreement or privacy policy that impact or may impact Teamwire users.

§8 Security Measures

Protections

The network, operating system and software of your web servers, databases, and computer systems (collectively, "Your Systems") must be properly configured to securely operate your Application and store Data. Your Application must use reasonable security measures to protect your users' information. You must not architect or select Your Systems in a manner to avoid the foregoing obligation.

Reporting

You must promptly report any security deficiencies in, or intrusions to, your Systems to Teamwire in writing via email to info@teamwire.eu or subsequent contact information posted on the Teamwire website. This includes any unauthorized access, use, disclosure or destruction of Data. You will work with Teamwire to immediately correct any security deficiency, and will immediately disconnect any intrusions or intruder. In the event of any security deficiency or intrusion involving the Application, API or Data, you will make no public statements regarding such deficiencies or intrusions (e.g., press, blogs, social media, bulletin boards, etc.) without prior written and express permission from Teamwire in each

instance.

§9 Ownership

As between you and us, we own all rights, title, and interest, including all intellectual property rights, in and to, the (1) API, Documentation, and all elements and components thereof; (2) Data; (3) Teamwire Services; and (4) Brand Features (collectively, the "Teamwire Materials").

The only exception to this is Data that you as a Teamwire user have licensed to Teamwire under the general Terms of Service, which governs that Data. Except for the express licenses granted in this API TOS, Teamwire does not grant you any right, title, or interest in the Teamwire Materials.

§10 Term and Termination

Duration of Terms

This API TOS will go into effect on the date upon which you agree to them, by accessing or using the API, and will continue until terminated as set forth herein.

Your Right to Terminate

You may terminate this API TOS by discontinuing use of our APIs.

Suspension or Termination

We may change, suspend or discontinue the API and suspend or terminate your use of the API, the Teamwire Services, and/or the Teamwire Brand at any time and for any reason, without notice. Without limiting the foregoing, we may limit your Application's access to the API if it, in our sole discretion, may negatively affect our Services or our ability to provide our Services.

Effect of Termination

Upon termination of this API TOS:

- All rights and licenses granted to you will terminate immediately;
- You will promptly destroy Documentation and any other information in your possession or control that was received under this API TOS;
- Unless we agree otherwise in writing or as stated in this API TOS, you must permanently delete all Data and other information that you stored pursuant to your use of the API. Teamwire may request that you certify in writing your compliance with this section; and
- Teamwire will make commercially reasonable efforts to remove all references and links to your Application from Teamwire Services (Teamwire has no other obligation to delete copies of, references to, or links to your Application).

§11 Other Important Terms

Legal Representations

You represent and warrant to Teamwire that you have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute your Application, and that use of your Application by Teamwire and Teamwire users will not violate the rights of any third party (e.g., copyright, patent, trademark, privacy, publicity or other proprietary right of any person or entity), or any applicable regulation or law, including the Digital Millennium Copyright Act, the laws of any country in which your Application is made available and any applicable export laws.

Other Applicable Agreements

You and your Application must also comply with the following agreements of Teamwire for Teamwire, which are hereby incorporated by reference:

- General Terms of Service (for Private Cloud and On-Premise Services)
- Privacy Policy

These agreements can be found here:

<https://app.box.com/s/9xscl018tusenfr8n6d5p6u6h9o3aam>

In the event of any conflict between the content in this document and the above documents, this document controls your use of the API.

§12 Disclaimer of Warranties; Limitation of Liability; Indemnity

NO WARRANTIES

THE API AND ALL RELATED COMPONENTS AND INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND, AND TEAMWIRE EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT TEAMWIRE DOES NOT WARRANT THAT THE API WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE API, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM TEAMWIRE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS API TOS.

Limitation of Liability

Teamwire is not liable for any damage caused due to simple negligence in connection with the fulfilment of the contractual obligations or caused by power failures. This does not apply for a breach of a material contractual obligation by Teamwire due to simple negligence; in this case, the degree of liability is limited to restitution for calculable damages, as per standard contract provisions. Except for intentional or grossly negligent misconduct Teamwire (or subsidiary companies, affiliates, suppliers or subcontractors of Teamwire) does not assume any liability for incidental, side, consequential or special damage, punitive damages, lost profits, loss or destruction of data, or for any other indirect damage, regardless of whether such liability is based on contract, tort, or on claims arisen otherwise.

Limitation of liability does not apply to

- damage from injury of life, body or health, and
- legal claims according to the German Product Liability Act.

In case of contributory negligence of the Customer, the liability for damages shall be determined according to the principles of contributory negligence pursuant to sec. 254 of the German Civil Code (BGB).

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply.

Indemnity

You agree to defend, hold harmless and indemnify Teamwire, and its subsidiaries, affiliates, officers, agents, employees, and suppliers, from and against any

third party claim arising from or in any way related to your or your users' use of the Application, API or Data, use of Teamwire Brand, or violation of this API TOS, including any liability or expense arising from all claims, losses, damages (actual and consequential), suits, judgments, litigation costs and attorneys' fees, of every kind and nature.

§ 14 Waiver and Severability

The failure of Teamwire to enforce any right or provision of this API TOS will not be deemed a waiver of such right or provision. In the event that any provision of this API TOS is held to be invalid or unenforceable, the remaining provisions of this API TOS will remain in full force and effect.

§ 15 Applicable Law and Jurisdiction

Teamwire and the Customer agree to the sole application of the laws of Germany excluding the UN Convention on Contracts for the International Sale of Goods as well as excluding the legal conventions of other countries.

If the Customer's general legal venue is not in Germany, all claims, legal proceedings or litigation arising in connection with the Teamwire Services will be brought solely in Munich, Germany.

§16 Entire Agreement and Amendment

Where appropriate, the present API TOS may be renewed or changed by the Teamwire without indication of any reason. The Customers will be informed on amended API TOS two weeks prior to their effectiveness. The latest version is available at <http://www.teamwire.eu/terms>. If Customers do not raise any objections within two weeks after the announcement of the revised API TOS and continue to use the Services of the Teamwire after the amended API TOS came into force, the amended API TOS shall be deemed accepted.

The official language of this API TOS for all purposes is German.