

# DEVELOPER API TERMS (SELF-SERVE INTEGRATIONS)

## 1. SCOPE OF LICENCE

- 1.1 In consideration of payment of the fees set forth in the Subscription Order Form or otherwise and subject to the terms thereof and those of the MSA, Cutover grants to Customer a non-transferable, non-sublicensable, non-exclusive licence for the Subscription Term to:
- (a) use and access the API (via its Development Personnel) subject to the Service Limits and solely for the purpose of:
    - (i) automating Actions within the Subscription Service from Third Party Applications;
    - (ii) displaying the API Data in Third Party Applications strictly for its internal business purposes;
    - (iii) building Self-Serve Integrations (if purchased and permitted under the terms of the Order Form); and
  - (b) use the API Documentation for its internal business purposes in connection with its use of the Subscription Service and API,  
(collectively, the “**Purpose**”).
- 1.2 Customer’s access to the API is subject always to its purchased API Service Limits.

## 2. CONDITIONS OF USE

- 2.1 Customer is responsible for integrating the API with its selected Third Party Applications and for any integration or regression testing that may be necessary.
- 2.2 Customer may not directly or indirectly (and will not allow or facilitate any third party to):
- (a) make API Calls in excess of its purchased API Service Limits;
  - (b) remove any Cutover product identification, logos, copyright or other proprietary notices from the API, API Data or API Documentation;
  - (c) use the API, API Data or API Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise infringes any Intellectual Property Rights or other right of any third party, or that violates any applicable law;
  - (d) use the API to replicate or attempt to replace the user experience of the Subscription Service;
  - (e) republish, distribute, copy, reproduce code or functionality, reverse engineer, decompile, disassemble or otherwise attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the API;
  - (f) create derivative works from, modify, adapt or otherwise alter the API or any API Data; or
  - (g) use the API or API Data in a manner that adversely impacts the functionality or performance of the Subscription Service and, should Customer or its Development Personnel do so, Cutover shall not be liable or responsible for the resulting loss of functionality and/or performance to the Subscription Service or any other Services.
- 2.3 Except to the extent expressly permitted under Paragraph 1 (*Scope of Licence*) or stated in the attached Subscription Order Form, Customer shall not (and shall ensure that its Development Personnel do not) combine or integrate the API or API Data with any software, technology, services, or materials not approved in advance by Cutover;
- 2.4 Customer shall be entitled to conduct its own penetration testing on the API provided such testing is conducted not more than once annually and Customer gives Cutover not less than thirty (30) days prior written notice of the date on which it wishes to conduct the test. Cutover will use commercially reasonable endeavours to accommodate the Customer’s requested test date but it is not guaranteed until confirmed by Cutover and an alternative date may be proposed if the requested date is not available. Notice of a requested penetration test shall be sent by email to [infosec@cutover.com](mailto:infosec@cutover.com) with a copy to [contract.notices@cutover.com](mailto:contract.notices@cutover.com). Customer is responsible for all costs and expenses associated with such testing and the provision of appropriate resources to conduct the test. Penetration testing must be completed on the (single) business day agreed with Cutover.

## 3. CUTOVER RESPONSIBILITIES

- 3.1 Cutover warrants that the API shall perform substantially in accordance with the API Documentation.
- 3.2 The undertaking at Paragraph 3.1 shall not apply to the extent of any non-conformance which is caused by use of the API contrary to Cutover’s instructions, or modification or alteration of the API by any party other than Cutover or its affiliates. If the API does not conform with the foregoing warranty, Cutover will, at its expense,

use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes Customer's sole and exclusive remedy for any breach of the undertaking set out at Paragraph 3.1.

- 3.3 Cutover does not warrant that the API or the API Data will be free from vulnerabilities or viruses.
- 3.4 Cutover shall not be responsible for:
- (a) any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and Customer acknowledges that the API and API Data may be subject to limitations, delays and other problems inherent in the use of such communications facilities; or
  - (b) any loss of functionality or performance in connection with the API, or transmission or publication issues with the API Data, to the extent such issues are caused by a Third Party Application.
- 3.5 Cutover shall make Maintenance Releases available to Customer no later than such releases are generally made available to its other customers. Cutover warrants that no Maintenance Release will adversely affect the then existing facilities or functions of the API.

#### 4. CUSTOMER RESPONSIBILITIES

- 4.1 Cutover will make Customer's API Keys available from the Subscription Service. API Keys will only be available once in readable format at the point of creation. Customer may not share the API Keys with any third party, must keep the API Keys and all log-in information secure, and must use the API Keys as the Customer's sole means of accessing the API. The API Keys may be replaced at any time by Cutover on notice to Customer.
- 4.2 For the duration of the Subscription Term, Customer shall:
- (a) keep a complete and accurate record of its use of the API and API Data;
  - (b) notify Cutover as soon as it becomes aware of any unauthorised use of the API or API Data by any third party.
- 4.3 Customer is responsible and liable for all uses of the API resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in breach of these Developer API Terms, including use with any third-party software. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of its Development Personnel in connection with their use of the API and API Data, if any.

#### 5. ADDITIONAL DEFINITIONS

As used in these Developer API Terms, capitalised terms have the following meanings:

**Actions** mean the HTTP requests and responses documented at <https://developer.cutover.com/endpoints#overview>.

**API Data** means all data published or made available through the API, along with any related metadata.

**API Documentation** means the Cutover API documentation specifically prepared for Customer (reflecting Customer's unique requirements), as is made available through Customer's Cutover-allocated sub-domains (including, without limitation, the applicable "api.[Customer].cutover.com" sub-domain). For clarity, API Documentation does not include the customer-agnostic and/or publicly available API documentation published or available through Cutover's Help Centre (<https://help.cutover.com/en/>), Developer Portal (<https://developer.cutover.com/getting-started>), general Cutover sub-domains or otherwise.

**API Keys** means the "User App Tokens" Cutover makes available for Customer to access the API.

**API Maintenance Releases** means a release of the API that corrects faults, adds functionality or otherwise amends or upgrades the API.

**Development Personnel** mean User administrators, employees, contractors, agents and other representatives of the Customer (and/or its affiliates) engaged by it to access or otherwise work with the API, API Data and/or API Documentation in connection with the Purpose.

**Self-Serve Integrations** means integrations to Third Party Applications built exclusively by Customer's Development Personnel using the API.