**API Terms**

**IMPORTANT. PLEASE READ**

In these terms when we say **you** or **your** or the **Licensee** we mean the entity, organisation or party that you, the **End User**, are authorised to represent or otherwise contracted or employed by and will use the API on behalf of, and is agreeing to these Terms.

In these terms where we say **Seequent**, we mean Seequent Limited (a company incorporated in New Zealand with registered number 2319469). A subsidiary or legal entity affiliated with Seequent (**Seequent Group Member**) may provide the API to you on behalf of Seequent and these Terms will also govern your relationship with that Seequent Group Member.

By accessing, installing, downloading, copying, or otherwise using Seequent’s APIs, developer tools and associated documentation (the **API**), the Licensee agrees to be and will be bound by these Terms.

If you use the API as an interface to, or in conjunction with other Seequent products or services (each a **Seequent Product**), then the terms for those other Seequent Products also apply.

**1. GRANT OF LICENCE**

Subject to these Terms, Seequent hereby grants the Licensee a limited, non-exclusive, revocable, non-transferable, non-sublicensable licence to use the API solely for the purpose of the Licensee's internal development in order for the Licensee to create an integration between the relevant Seequent Product and the Licensee’s proprietary software applications (a **Link**). The Licensee shall have no right to distribute, licence or otherwise transfer the API to any third party or incorporate the API into any third-party software, product, or technology and any right to release or distribute any Link developed will be subject to agreement between the parties.

**2. OTHER RIGHTS AND LIMITATIONS**

The Licensee may copy the API only as necessary to exercise its rights in these Terms. The Licensee may also make one copy for backup purposes and any copy of the API must be marked with the proprietary notices provided on the original API.

The Licensee must not reverse engineer, decompile, modify or disassemble the API or otherwise reduce the API to human perceivable form in whole or in part, except and only to the extent that such activity is expressly permitted by these Terms or applicable laws.

No right is granted to the Licensee to sublicense its rights under these Terms. Seequent reserves all rights not otherwise expressly granted in these Terms.

The Licensee agrees not to assert any patent or other intellectual property rights related to the API or applications developed using the API against Seequent, Seequent's distributors, Seequent customers, or other licensees of the API.

Licensee agrees that Seequent will be the exclusive owner of all feedback provided by the Licensee to Seequent in relation to the API, and it may be used by Seequent without further compensation to the Licensee.

**3. OWNERSHIP**

As between Seequent and the Licensee, Seequent or its licensors shall own and retain all proprietary rights, including all patent, copyright, trade secret, trade mark and other intellectual property rights, in and to the API and any corrections, bug fixes, enhancements, updates, improvements, or modifications thereto and the Licensee hereby irrevocably transfers, conveys and assigns to Seequent all of its right, title, and interest therein. Seequent shall have the exclusive right to apply for or register any patents, copyrights, and such other proprietary protections with respect thereto. The Licensee acknowledges that the licence granted under these Terms does not provide the Licensee with title or ownership to the API, but only a right of limited use under the terms of these Terms.

**4. SUPPORT**

Seequent will not provide any support for the API under these Terms. Nothing in these Terms shall be construed to require Seequent to provide support services or updates, upgrades, bug fixes or modifications to the API.

**5. CONFIDENTIALITY**

Each party may be given access to Confidential Information from the other party in connection with these Terms and the licence granted in these Terms.

Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of these Terms.

Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of these Terms.

The above provisions of this clause 5 will survive termination of these Terms however arising.

**6. AMENDMENTS TO API**

The Licensee acknowledges that Seequent may change the API at any time (including after execution of these Terms) and that such changes may affect the Licensee’s ability to use the API or the expected function of the API. Seequent will make reasonable efforts to notify the Licensee prior to release of an update to the API by posting a notification of any updates to the website. In no event will Seequent be liable to the Licensor for any loss suffered as a result of any changes to the API.

**7. NO WARRANTY**

The API and documentation are provided "as-is" without any warranty whatsoever. To the full extent allowed by law, Seequent disclaims all warranties, terms, or conditions, express or implied, either in fact or by operation of law, statutory or otherwise, including warranties, terms, or conditions of merchantability, fitness for a particular purpose, satisfactory quality, correspondence with description, and non-infringement. No advice or information, whether oral or written, obtained by the Licensee from Seequent or through or from the API shall create any warranty not expressly stated in these Terms. Seequent does not warrant that the API is suitable for the Licensee's use, that the API is without defect or error, that operation will be uninterrupted, or that defects will be corrected. Further, Seequent makes no warranty regarding the results of the use of the API.

**8. LIMITATION OF LIABILITY**

The Licensee’s use of the API is at the Licensee’s sole risk. The Licensee will be solely responsible for any damage to any computer system or loss of data that results from the download or use of the API. To the maximum extent permitted by applicable law, in no event shall Seequent or its licensors be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation damages for loss of business profits or revenue, business interruption, computer failure or malfunction, loss of business information, data or data use, loss of goodwill, or any other pecuniary loss) arising out of the use of or inability to use the API or the provision of, or failure to provide support services, even if Seequent or its supplier has been advised of the possibility of such damages. To the maximum extent permitted by applicable law, in no event shall Seequent be liable for any direct damages whatsoever arising out of the use or the inability to use the API. In any case, Seequent's entire liability shall be limited to the greater of the amount paid by the Licensee under these Terms or NZ$1.00.

**INDEMNITY**

The Licensee agrees to indemnify and hold harmless Seequent and its subsidiaries, affiliates, officers, agents, suppliers or and employees, from any loss, claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of the Licensee’s (including employees, contractors or other party authorised by the Licensee to use the API) use of the API, the Licensee’s connection to the API, or the Licensee’s violation of these Terms.

**TERMINATION**

Either party shall have the right to terminate these Terms, upon thirty (30) days written notice to the other party.

Seequent shall be entitled to terminate these Terms in its sole discretion. Upon termination or expiry of these Terms, the Licensee will immediately cease using the API any development kit provided by Seequent, and the Licensee agrees to destroy all adaptations or copies of the API and Documentation, or return them to Seequent upon termination or expiry of these Terms.

Seequent shall have the right to monitor the Licensee’s use of the API in accordance with these Terms, and the Licensee will provide reasonable assistance for this purpose. The Licensee acknowledges that Seequent may monitor usage of the API.

Seequent may suspend access to the API if it found that you are in violation of these Terms.

**GENERAL**

Costs: Access and use of the API by the Licensor is solely at the Licensors costs and expense. Seequent will not be responsible for any costs incurred as a result of the Licensor accessing and using the API.

Assignment: The Licensee may not assign these Terms or any of its rights or obligations under it without the prior written consent of Seequent.

Waiver: No failure by either party to exercise or enforce any of its rights under these Terms 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.

Independent Contractors: The parties shall be independent contractors in their performance under these Terms, and nothing contained herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

Severability: If any provision of these Terms is found invalid or unenforceable, that provision will be enforced to the maximum extent possible and the other provisions of these Terms will remain in force.

Governing Law: These Terms is subject to the laws of New Zealand the parties submit to the exclusive jurisdiction of the New Zealand courts.

Entire Agreement: These Terms constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations and agreements between the parties. These Terms takes precedence over the terms of any purchase order or other document issued by the Licensee.

Updates to these Terms: We may modify these Terms from time to time. You must check these Terms regularly for any updates. In general any updates will become effective 30 days after being posted. If you do not agree to the updates, please immediately refrain from using the API. Your continued use of the APU will be deemed acceptance to any updated terms.