API Terms of Use

POWERPLAN, INC. ("**POWERPLAN**") MAKES ITS APPLICATION PROGRAMMING INTERFACES ("**APIs**") AS WELL AS OTHER CODE THAT ALLOWS OTHER SOFTWARE PRODUCTS TO COMMUNICATE WITH OR CALL ON THE POWERPLAN OFFERINGS, AS UPDATED FROM TIME TO TIME AT POWERPLAN'S DISCRETION AVAILABLE TO YOU PURSUANT TO THESE API TERMS OF USE ("**TOU**"). BY INTERACTING IN ANY WAY WITH THE APIs, YOU OR THE ENTITY OR COMPANY THAT YOU REPRESENT ("**YOU**") UNCONDITIONALLY CONSENT AND AGREE TO BE BOUND BY AND A PARTY TO THE TOU.

1. Use Rights

Subject to Your full compliance with the TOU, You may access the APIs to process, analyze, or display Hosted Data. You may not use the APIs for any other purpose without PowerPlan 's prior written consent. These use rights are limited, non-exclusive, revocable, nonsublicensable, and nontransferable. For clarity, Your access to and use of the products and services offered by PowerPlan ("PowerPlan Offerings") and Hosted Data are governed by the software license or subscription agreement entered into between You and PowerPlan ("Contract"). "Hosted Data" means data that a user loads into the PowerPlan Offerings or processes or stores using the PowerPlan Offerings.

2. Registration

In order to access the APIs, You may be required to provide certain information (such as identification or contact details) as part of the registration process, or as part of Your continued use of the APIs. If so required, any registration information you give to PowerPlan will always be accurate and up to date and You will inform PowerPlan promptly of any updates.

3. Proprietary Rights

Your accessing of the APIs may expose You to confidential and proprietary information of PowerPlan, including but not limited to, business logic and rules, data architecture, data model, data schema, data structure, database structure, synthetic detail applied by PowerPlan to Hosted Data, or application internal data regarding usage, performance, and settings ("Content"). As between You and PowerPlan, the APIs, Content, PowerPlan Offerings, and all configurations, customizations, modifications, enhancements, updates, revisions, and derivatives thereof and all intellectual property rights are and shall always remain the sole and exclusive property of PowerPlan or its licensors and are protected by applicable intellectual property laws.

4. Security

Access and use of the APIs is permitted only for You, Your users, and Your computing systems. You will not misrepresent or mask Your, Your users', or Your computing systems' identities when using the APIs. You are responsible for maintaining the confidentiality of the access credentials for users or systems that are employed to ensure secure access management to the APIs. Your responsibility for confidentiality exists regardless of whether identity services are federated to Your identity provider system of record or PowerPlan provides identity services to You. You may not share Your credentials with others. You are fully liable for all use of the APIs, including any use by a user or system You did not authorize who accesses the APIs using Your access credentials. PowerPlan may terminate access and require new access credentials if it believes that access is being gained without authorization or contrary to the terms of the TOU. You are prohibited from bypassing or breaching any security device or protection used by the APIs. You agree to notify PowerPlan of any unauthorized use of Your access credentials or other breach of security of which You become aware within twenty-four (24) hours.

5. Restrictions and Obligations

PowerPlan expressly reserves the right to limit API access or API call responses beyond the use limit stated in the PowerPlan Offerings payment plan that You have subscribed to, and the number of API requests, in each case, in its sole discretion. If You would like to use the APIs beyond these limits, You must obtain PowerPlan's express written consent (and PowerPlan may decline such request or condition acceptance on Your agreement to additional terms and/or charges for that use). Except as expressly authorized under the TOU or by PowerPlan, You may not (A) copy, rent, lease, sell, transfer, assign, sublicense, dissemble, reverse engineer or decompile (except to the limited extent expressly authorized under applicable statutory law), modify or alter any part of the APIs, Hosted Data, or Content; use the APIs on behalf of any third party; attempt or provide a means to execute any bulk operations, including without limitation by "crawling" the APIs, Hosted Data, or Content; cache or otherwise store any Content beyond the API-provided data; or modify any Hosted Data or Content beyond the APIs intended use; (B) use the APIs or any Hosted Data or Content in connection with or to promote any products, services or materials that constitute, promote or are used primarily for the purpose of dealing in: spyware, adware, spam, pornography or other offensive purposes; (C) use the APIs or any Hosted Data or Content in any manner or for any purpose that violates any applicable law or regulation, or any right of any person including, but not limited to, intellectual property rights, rights of privacy and/or rights of personality; (D) use the APIs in a manner that adversely impacts the stability of the APIs; (E) use the APIs to send fraudulent requests; or (F) use the APIs or Content to create a product or service that is substitutable with any PowerPlan Offering.

6. Version Updates

PowerPlan may update the TOU from time to time due to business changes, legal and regulatory changes, technological advances, security updates, and customer feedback. PowerPlan will provide Client with a mechanism to obtain notice of updates. PowerPlan will make available a summary of updates (currently posted at https://powerplan.com/legal/api-terms-of-use/api-terms-of-use-whats-changed); however, Client is responsible for reviewing any changes to the TOU. The updated version will become effective upon the start of the next additional term under the Contract.

7. Support

The TOU does not entitle You to any support for the APIs unless You make separate arrangements with PowerPlan and pay all associated fees. Any such support provided by PowerPlan shall be subject to the terms of the TOU and the Contract.

8. Government Use

If You are part of an agency, department, or other entity of the United States Government ("**Government**"), the use, duplication, reproduction, release, modification, disclosure, or transfer of the APIs is restricted in accordance with the Federal Acquisition Regulations as applied to civilian agencies and the Defense Federal Acquisition Regulation Supplement as applied to military agencies. The API is a "commercial item," "commercial computer software" and "commercial computer software documentation." In accordance with such provisions, any use of the APIs by the Government shall be governed solely by the TOU.