

Additional Terms for Use of Developer Services

1. **Your Responsibilities.** You shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Developer Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Developer Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Developer Services available to any person or entity other than Users, (b) sell, resell, rent or lease the Developer Services, (c) use the Developer Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or confidentiality rights, (d) use the Developer Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Developer Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Developer Services or their related systems or networks.

2. **Usage Limitations.** Developer Services may be subject to other limitations, such as, for example, limits on disk storage space, on the number of calls You are permitted to make against Our application programming interface, and, for Developer Services that enable You to provide public websites, on the number of page views by visitors to those websites. Any such limitations are specified in the User Guide.

3. **Use of Community Content.** You may use Community Content in connection with the Developer Services hereunder, subject to the Community Content Terms of Use posted at <http://workxpress.com/legal>.

4. **Competitive Applications.** Subject to Our and Your respective rights and obligations under this Agreement, We acknowledge that You may develop and make available products and services that are similar to or otherwise compete with Our products and services, and You acknowledge that We may develop and make available products and services that are similar to or otherwise compete with Your products and services.

5. **Malicious Code.** Each party represents and warrants that it will not transmit to the other party any Malicious Code; provided, however, We will not be deemed to breach this warranty to the extent You or a User upload into the Developer Services a file containing Malicious Code and later download that file.

6. **Risk of Unintended Access to Your Data.** The Developer Services enables You to provide public access to Your data stored in Our Online Services. It is very important that You carefully follow the instructions in the user guide and review Your Developer Services settings before deploying an Application or enabling Non-WorkXpress Applications for an Application. If You deploy an Application or enable Non-WorkXpress Applications for an Application with settings

that You did not intend, You could cause Your confidential information stored in Our Online Services to be disclosed to unintended third parties or to the public.

7. Subdomain Names. a. Creation of Subdomains. The Developer Service enables You to create Your own workxpress.com subdomain. b. Rejection of Subdomains Before Publication. We may in Our sole discretion reject any workxpress.com subdomain proposed by You before We publish it as part of a URL or associate a workxpress.com Application with it. c. Disabling of Subdomains After Publication. If, after You have submitted a workxpress.com subdomain and we have published it or associated it with a Workxpress.com Site, We determine in Our sole discretion that it violates these Terms or the Master Services Agreement, or if We receive a notice or claim alleging that any such subdomain violates or infringes any law or third-party right, We may disable the associated URL and WorkXpress.com Application and make reactivation of those WorkXpress.com Applications conditional on Your submitting a new subdomain acceptable to Us.

8. Loss of Applications and Materials. UPON ANY TERMINATION OF THIS AGREEMENT, ALL APPLICATIONS AND OTHER MATERIALS DEVELOPED BY OR FOR YOU USING THE DEVELOPER SERVICES AND HOSTED ON OUR PLATFORM WILL BE PERMANENTLY LOST.

9. No Warranty

DEVELOPER SERVICES AND COMMUNITY CONTENT AND ALL CONTENT THEREIN (INCLUDING WITHOUT LIMITATION DEVELOPER TOOLS, DEVELOPER CONTENT AND CODE SHARE CONTENT) IS PROVIDED "AS-IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. WE DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CONTENT POSTED BY US ON COMMUNITY PAGES IS NOT PART OF ANY USER GUIDE OR LEGAL AGREEMENT. ALL SUCH CONTENT (INCLUDING DEVELOPER TOOLS, DEVELOPER CONTENT AND CODE SHARE CONTENT ORIGINATING WITH US) IS PROVIDED "AS-IS", EXCLUSIVE OF ANY WARRANTIES, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WE DO NOT MAKE ANY REPRESENTATION AS TO QUALITY OR ACCURACY OF ANY CONTENT ON WORKXPRESS PAGES, AND WE SPECIFICALLY DISCLAIM THE COMPLETENESS, RELIABILITY OR ORIGINALITY OF SUCH CONTENT. WE FURTHER DISCLAIM ANY RESPONSIBILITY WHATSOEVER FOR ANY CONTENT (INCLUDING DEVELOPER TOOLS, DEVELOPER CONTENT AND CODE SHARE CONTENT) OR MATERIAL ON WORKXPRESS.COM NOT ORIGINATING WITH US, WHETHER OR NOT WE REVIEWED OR MODERATED SUCH CONTENT.

10. No Damages

IN NO EVENT SHALL WE HAVE ANY LIABILITY HEREUNDER TO YOU FOR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT,

SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES BASED ON LOST PROFITS, DATA OR USE, HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Indemnity

You agree to indemnify and hold Us harmless from any claims, demands, liabilities, losses, damages, costs and expenses (including, without limitation, reasonable attorneys' fees) arising from content (including Developer Tools, Developer Content and Code Share Content) you submit to or post on WorkXpress.com, your use of Developer Services or Community Services, your violation of these Terms of Use, or your violation of any rights of a third party.