



## Developer Terms of Use

These Developer Terms of Use ("Agreement") (formerly, the Citrix API Terms of Use) describe the terms and conditions under which you (and, if applicable, your agents, employees, contractors and any entity you represent) (collectively, "you"), may access and use the Developer Materials that are made available by Cloud Software Group. The official and current version of the Agreement can be reviewed by visiting [www.cloud.com/legal](http://www.cloud.com/legal) and will supersede all previous versions.

By using the Developer Materials, you agree to be bound by the terms of this Agreement. You may use the Developer Materials only in compliance with this Agreement and only if you have the power to form a contract with Cloud Software Group and are not barred under any applicable laws from doing so. If you are using the Developer Materials on behalf of an entity, you are agreeing to this Agreement on behalf of that entity and acknowledge and agree that you have the authority to bind that entity to the terms of this Agreement. IF YOU CANNOT OR DO NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT OR ANY UPDATED TERMS TO THIS AGREEMENT, YOU MAY NOT USE THE DEVELOPER MATERIALS.

### **1. DEFINITIONS**

As used in this Agreement, the following defined terms shall apply:

1.1. Application means any software application, product, service, tool or website that you develop, own or operate to interact with the Products or otherwise incorporate Developer Materials.

1.2. Cloud Software Group means Cloud Software Group, Inc., or, for applicable customers, the providing Cloud Software Group entity specified at the Cloud Software Group Providing Entities list.

1.3. Cloud Software Group APIs means any form of application programming interface that Cloud Software Group makes available in its software-as-a-service Products.

1.4. Cloud Software Group Marks means any name, logo or mark belonging to Cloud Software Group and/or its subsidiaries and affiliates.

1.5. Confidential Information means any information of or relating to Cloud Software Group that becomes known to you through disclosure, observation or otherwise, and that is either: (1) designated as confidential by Cloud Software Group, (2) by its nature would be generally deemed to be confidential information or (3) not generally known or readily ascertainable to the public, including without limitation nonpublic information regarding the Developer Materials, the Products or Cloud Software Group



applications, products, data, ideas, inventions, features, software, techniques, technology, source and object code, trade secrets, and business and financial information.

1.6. Developer Materials means the materials that Cloud Software Group provides for developers, partners, or others creating Applications and/or integrating Products or Product features into their products or services, including without limitation, the Cloud Software Group APIs, software development kits (SDKs), tools, libraries, components, executables, code, test instances or environments, development platforms, and any related developer documentation or sample code. Developer Materials includes the materials available at the Product download portal at <https://www.citrix.com/downloads/>.

1.7. Products means Cloud Software Group products or Cloud Software Group software-as-a-service offerings, whether generally available or otherwise, including any components provided with them, and updates.

## **2. LICENSES AND RESTRICTIONS**

2.1. **Developer License.** Subject to the terms and conditions of this Agreement, Cloud Software Group grants to you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to access and use the Developer Materials (i) to develop, test and support your Application, and (ii) to enable end users of your Application to connect to and communicate with the applicable Products. Your use, through your Application or otherwise, of the Products, such as through the Cloud Software Group APIs, is also subject to the terms of Cloud Software Group's End-User Agreement ("EUA") or other license, as applicable and amended from time to time.

2.2. **Cloud Software Group Marks License.** Subject to the terms and conditions of this Agreement, Cloud Software Group grants you a limited, revocable, non-exclusive, non-sublicensable, non-transferable license to display the applicable Cloud Software Group Marks as permitted by the Cloud Software Group Trademark & Copyright Guidelines, and solely as necessary to enable end users of your Application to connect to and communicate with the applicable Products in furtherance of the license granted in section 2.1.

2.3. **Accounts.** To access portions of the Developer Materials or certain resources, you may be asked to provide certain registration details or other information. All information you provide must be accurate, current, and complete. You are solely responsible for all activities identified with your access and registration. Cloud Software Group has the absolute right to disable any user account or password, at any time, for any reason, including, if in our sole discretion we believe that you have failed to comply with any provision of this Agreement.



**2.4. Competition.** You shall not access and/or use the Developer Materials directly or indirectly for competitive benchmarking or other competitive analysis, except and only to the extent that applicable law expressly permits, despite this limitation.

**2.5. Developer Documentation.** Your use of the Cloud Software Group APIs or any other Developer Materials shall comply with any technical or other documentation provided as part of the Developer Materials, all of which is expressly incorporated into this Agreement by reference.

**2.6. End User Data Collection and Privacy.** You must maintain an end user agreement and privacy policy for your Application, which is prominently identified or located where end users download or access your Application. Your policy must at a minimum meet applicable legal standards and describe the collection, use, storage and sharing of data in clear, understandable and accurate terms. You must indicate to end users that Cloud Software Group will treat any information submitted to the Products in accordance with its own Privacy Policy and its EUA (or other applicable product license or service agreement). Your policy may not otherwise conflict with these terms. In addition, you shall use industry-standard security practices to collect, process, transmit and maintain any end-user data. You must promptly notify Cloud Software Group in writing of any breaches of your policy or your systems that impact or may impact customers or users of the Products.

**2.7. Feedback.** You grant Cloud Software Group and its subsidiaries and affiliates a royalty-free, global, transferrable, sublicensable, irrevocable, and perpetual license to use and create derivative works based on any feedback, comments, functionality, code, features, enhancement requests, recommendations, or suggestions that you provide to Cloud Software Group relating to the Developer Materials or the Products. You further agree that Cloud Software Group may freely use, modify, distribute, or commercialize such submissions without any payment or obligation to you.

**2.8. Illegal or Harmful Purposes.** You shall not access and/or use the Developer Materials for fraudulent or illegal purposes, or for any other purpose that may be harmful (in Cloud Software Group's sole discretion) to Cloud Software Group, its Products or any end user, or to otherwise communicate any message or material that is deemed harassing, threatening, indecent, obscene, infringing, slanderous or otherwise unlawful including, to communicate any message or material that comprises any unsolicited mass distribution of junk mail, advertising or spam, or that violates the Cloud Software Group Privacy Policy.

**2.9. Independent Development.** You understand and acknowledge that Cloud Software Group may from time to time independently create applications, products or services that are similar to or competitive with your Applications, products or services, and nothing in this Agreement shall be construed as



restricting or preventing Cloud Software Group from creating and fully exploiting such Cloud Software Group-created applications, products or services, without any obligation to you.

**2.10. Misrepresentation and Masking Identity.** You shall not misrepresent, remove, hide or mask your identity when using the Cloud Software Group APIs.

**2.11. Notices.** You shall not remove any legal, copyright, trademark, confidentiality, or other proprietary rights notices contained in or on materials you receive pursuant to this Agreement, including but not limited to the Developer Materials and the Cloud Software Group Marks.

**2.12. Promotional and Marketing Use.** You agree that Cloud Software Group may use screenshots or other content from your Application for promotional and marketing purposes and grant Cloud Software Group all rights related to this use.

**2.13. Representations.** Neither you nor your employees or representatives shall make any representations with respect to Cloud Software Group, the Products or this Agreement, or display the Cloud Software Group Marks in a manner that could reasonably imply an endorsement, relationship, affiliation, or sponsorship between you and/or a third party and Cloud Software Group.

**2.14. Resale and Commercial Use.** Unless you are separately and expressly authorized by Cloud Software Group in writing, you shall not market, offer to sell, sell and/or otherwise resell the Developer Materials or the Products to any third party.

**2.15. Reverse Engineering.** You may not modify, distribute, prepare derivative works of, reverse engineer, reverse assemble, disassemble, decompile or otherwise attempt to decipher any code used in the Developer Materials, the Products and/or any other aspect of Cloud Software Group technology, except and only to the extent that applicable law expressly permits, despite this limitation.

**2.16. Security.** You shall properly configure your networks, operating systems, Applications, and the software of your computer systems to generally accepted Internet industry standards as required to securely access and use the Cloud Software Group APIs and other applicable Developer Materials.

**2.17. Test Instances.** Cloud Software Group may offer test instances or environments, trials, or demos (collectively, "Test Instances") as part of the Developer Materials, and you may use these Test Instances solely to develop and test your Application, subject to the other terms of this Agreement. These Test



Instances are designed for short-term, temporary use and may be reset at any time without notice. You should not upload data or content to the Test Instances that is sensitive or confidential, or that you do not have intellectual property rights to use and upload.

**2.18. Usage.** You shall not access and/or use the Cloud Software Group APIs or other Developer Materials in a manner that exceeds a reasonable request volume or constitutes excessive or abusive usage, overburdens, impairs or materially disrupts the networks, security systems, Products and/or websites of Cloud Software Group, or interferes with another party's use of the Products, the extent and reasonableness of which shall be determined by Cloud Software Group in its sole discretion. In the event of any violation of this section, Cloud Software Group reserves the right to limit, suspend or block your use of the Developer Materials. Cloud Software Group may also set such usage limitations from time to time as it deems appropriate in its sole discretion.

### **3. PROPRIETARY RIGHTS**

Except for the limited use rights expressly granted in this Agreement, Cloud Software Group owns or retains all right, title or interest in or to Developer Materials, the Cloud Software Group Marks, the Products, or any related intellectual property rights.

### **4. CHANGES**

Cloud Software Group may modify this Agreement in its sole discretion at any time (with or without notice to you). By accessing or using the Developer Materials, you agree to be bound to the most current version of this Agreement. Cloud Software Group may also, in its sole discretion and at any time (with or without notice to you), change, suspend or discontinue the Developer Materials. Such changes may include, without limitation, removing or limiting access to specific APIs, requiring fees or setting and enforcing limits on your use of additions to the Developer Materials. We may also impose limits on certain features and services or restrict your access to some or all of the Developer Materials. We may release subsequent versions of the Developer Materials and require that you use those subsequent versions, at your sole cost and expense.

### **5. TERM AND TERMINATION**

**5.1. Term.** This Agreement will be effective during your use of the Developer Materials.

**5.2. Termination.** Cloud Software Group may, in its sole discretion and at any time, suspend or terminate your rights under this Agreement to access or use the Developer Materials or display the Cloud Software Group Marks, including by terminating access to the Cloud Software Group APIs or other Developer Materials with or without any prior notice. You may terminate this Agreement for any reason or no



reason, with or without notice to Cloud Software Group, by ceasing all access and use of the Developer Materials. Any termination of this Agreement will also immediately terminate the licenses granted to you. Upon termination of this Agreement, you will immediately discontinue all access and use of the Developer Materials, delete any cached or stored content that was permitted by the cache header and otherwise cease to display the Cloud Software Group Marks. Neither party shall be liable for any damages resulting from a termination of this Agreement in accordance with this section; provided, however, the termination of this Agreement shall not affect any claim arising prior to such termination. Sections 3 and 5 through 10 shall survive termination.

## **6. CONFIDENTIALITY**

Unless expressly authorized in writing by Cloud Software Group, you shall not disclose to any third party any Confidential Information of Cloud Software Group, nor use such Confidential Information in any manner other than to perform your obligations under this Agreement. The foregoing restrictions do not apply to any information that (i) is publicly disclosed through no fault of your own, (ii) is already lawfully in your possession and not subject to a confidentiality obligation to Cloud Software Group, (iii) becomes known to you from a third party having an apparent bona fide right to disclose the information, or (iv) is Confidential Information that you are obligated to produce pursuant to an order of a court of competent jurisdiction or a valid administrative subpoena, provided you supply Cloud Software Group with timely notice of such court order or subpoena. Furthermore, you will also keep strictly confidential all passwords, keys, and/or other access information related to the Cloud Software Group APIs, test instances, developer portal, and other applicable Developer Materials.

## **7. WARRANTIES**

You hereby warrant to Cloud Software Group that you have all necessary authority to enter into and perform your obligations under this Agreement without the consent of any third party or breach of any contract or agreement with any third party, and that the use by others of your Applications, products or services shall not violate the rights of any third party (e.g., copyright, patent, trademark or other proprietary rights) or any applicable law or regulation.

YOU HEREBY ACKNOWLEDGE AND AGREE THAT THE DEVELOPER MATERIALS ARE PROVIDED BY CLOUD SOFTWARE GROUP ON AN "AS IS" BASIS, AND YOUR ACCESS TO AND/OR USE OF THE DEVELOPER MATERIALS IS AT YOUR SOLE RISK. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CLOUD SOFTWARE GROUP EXPRESSLY DISCLAIMS AND YOU RECEIVE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR SATISFACTORY QUALITY. CLOUD SOFTWARE GROUP MAKES NO WARRANTY THAT ANY OF THE DEVELOPER MATERIALS WILL MEET YOUR REQUIREMENTS, PROVIDE ANY DESIRED RESULTS, BE UNINTERRUPTED, ERROR FREE OR THAT ANY DEFECTS WILL BE CORRECTED. CLOUD SOFTWARE GROUP SHALL NOT HAVE ANY OBLIGATION TO SUPPORT OR MAINTAIN THE DEVELOPER MATERIALS. NO INFORMATION OR ADVICE,



WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM CLOUD SOFTWARE GROUP OR THROUGH THE DEVELOPER MATERIALS SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN. Some jurisdictions do not allow the exclusion of certain warranties and conditions, so some of the above exclusions may not apply to you.

## **8. LIMITATION ON LIABILITY**

IN NO EVENT SHALL CLOUD SOFTWARE GROUP BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS, EXEMPLARY OR OTHER DAMAGES RELATED TO THIS AGREEMENT, WHETHER DIRECT OR INDIRECT, NO MATTER THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER CLOUD SOFTWARE GROUP KNEW OR SHOULD HAVE KNOWN, INCLUDING BUT NOT LIMITED TO: (i) LOSS OF DATA, (ii) LOSS OF INCOME, (iii) LOSS OF OPPORTUNITY, (iv) LOST PROFITS, OR (v) COSTS OF RECOVERY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CLOUD SOFTWARE GROUP'S TOTAL CUMULATIVE LIABILITY HEREUNDER FOR ANY AND ALL CLAIMS, IS LIMITED TO \$50.00. SOME JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. ANY CLAIM ARISING OUT OF THIS AGREEMENT MUST BE BROUGHT BY YOU WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM OR SUCH CLAIM IS PERMANENTLY BARRED.

## **9. INDEMNIFICATION**

You agree to hold harmless and indemnify Cloud Software Group, its subsidiaries and its affiliates, and their respective directors, officers, agents, employees, consultants, agents and partners, from and against any and all third party claims arising from or in any way related to your use of the Developer Materials, any violation of this Agreement by you, or any other actions related to your use of the Developer Materials or Cloud Software Group Marks including any liability or expense arising from claims, losses, damages (actual or consequential), suits, judgments, litigation costs and reasonable attorneys' fees, of every kind and nature.

## **10. ADDITIONAL TERMS**

**10.1. Assignment.** You may not assign your rights or delegate your duties under this Agreement either in whole or in part, by operation of law or otherwise and any such attempted assignment or delegation shall be void.

**10.2. Choice of Law and Location for Resolving Disputes.** If you are entering into these terms from a European Union member country, United Kingdom, Norway, Switzerland, Japan, India or Australia, then the Agreement is governed by the laws of Ireland and subject to the exclusive jurisdiction of the courts of Ireland. Otherwise, these terms are governed by the laws of the State of Florida and you agree that you must institute any suit, action, or proceeding arising out of these terms in the state or federal courts located in Broward County, Florida. You hereby waive any objection that you may have to Company



instituting any suit, action, or proceeding arising out of these terms in the state or federal courts located in Broward County, Florida, and you hereby irrevocably consents to the personal jurisdiction of any such court in any such suit, action, or proceeding. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to these terms.

**10.3. Compliance with Laws.** Both parties agree to comply with all applicable local, state, national and foreign laws, rules, and regulations, including, but not limited to, all applicable export and import laws and regulations, in connection with their performance, access and/or use of the Developer Materials under this Agreement. Notwithstanding the preceding sentence, Cloud Software Group does not guarantee that the Developer Materials shall be appropriate and/or available for use in any particular location and you are responsible for compliance with local laws to the extent applicable.

**10.4. Conflict.** In the event of any conflict between the content of this Agreement and the documents incorporated by reference, this Agreement shall control with respect to your use of the Developer Materials.

**10.5. Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior and contemporaneous oral and written agreements and understandings with respect to the same. Except as expressly stated in this Agreement, no waiver or amendment of any term or condition of this Agreement shall be valid or binding on either party unless agreed to in writing by both parties.

**10.6. Force Majeure.** Neither party will be responsible for any delay, interruption or other failure to perform under this Agreement due to acts beyond its reasonable control (e.g., natural disasters, acts of war, geo-political events/decrees, labor strikes, failure of media or utility carrier/providers), but only for so long as such conditions persist.

**10.7. High-Risk Use.** You hereby acknowledge and agree that the Developer Materials are not designed or intended for access and/or use in or during a high-risk activity including, but not limited to: (1) medical procedures; (2) online control of aircraft, air traffic, aircraft navigation, or aircraft communications; or (3) the design, construction, operation, or maintenance of any nuclear facility. Cloud Software Group hereby expressly disclaims any express or implied warranty of fitness for such purposes and Cloud Software Group shall have no liability in any form related to your use of a Cloud Software Group API in any such high-risk activity. Cloud Software Group makes no representations that the Developer Materials satisfy the requirements of the Health Insurance Portability and Accountability Act, as amended, regarding the processing of protected health information.





10.8. **Notice.** Cloud Software Group may provide you with notice via email, regular mail, or postings on the Cloud Software Group website and you agree to receive such communications.

10.9. **No Waiver.** The failure of either party in any one or more instance(s) to insist upon strict performance of any of the terms of this Agreement will not be construed as a waiver or relinquishment of the right to assert or rely upon any such term(s) in the future.

10.10. **Privacy.** Cloud Software Group use of any information provided by you is set forth in the Cloud Software Group [Privacy Policy](#). You understand and agree that Cloud Software Group may access, preserve or disclose your information if required to do so by law, to address or prevent fraud, abuse, or illegal activity.

10.11. **Relationship of the Parties.** You and Cloud Software Group are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties and no person or entity that is not a party to this Agreement will be deemed a third-party beneficiary hereto.

10.12. **Remedies.** You acknowledge that your breach of this Agreement may cause irreparable harm to Cloud Software Group, the extent of which would be difficult to ascertain or calculate. Accordingly, you agree that, in addition to any other remedies to which Cloud Software Group may be legally entitled, Cloud Software Group shall have the right to seek immediate injunctive relief, in any court of competent jurisdiction, without the obligation of posting a bond or showing irreparable harm, in the event of a breach of this Agreement by you or by any of your officers, employees, consultants or other agents.

10.13. **Severability.** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

10.14. **Third Party Services.** You are responsible for any third party services or software that you use or access with any of the Products, and acknowledge that you are governed by their respective terms. Cloud Software Group shall have no obligations or liability for any third party services or software.

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