

Terms of Service: Interaxo API

Version: 1.0

Last changed: 2018-03-05

1. Introduction

These Terms of Service (TOS) govern your use of Interaxo API (the Service) made available by Symetri Collaboration AS (Symetri) to you (Integration Partner) for the development of integration solutions (Partner Solutions) against the Interaxo collaboration platform (Interaxo).

Interaxo is a collaboration solution provided by Symetri to end customers under the following terms and conditions [LINK].

If you do not agree with the TOS or do not have the necessary authority from your company to order and/or use the Service, you should not accept the TOS. Acceptance of the TOS constitutes a binding agreement between the Integration Partner and Symetri, and is effective from the date TOS is accepted (the Agreement).

This TOS does only give the Integration Partner the right to develop integrations against the Service. To use the integration against end-customer data, the end-customer must enter into a separate agreement as referenced above with Symetri to access data on Interaxo through the Service.

2. Right of use

Integration Partner is granted a limited, revocable, non-exclusive and non-transferable license to develop Partner Solutions against Interaxo using the Service provided by Symetri.

General notices and information about the Service, as well as released and future versions of the Service, will be provided on Symetri's Support Portal or another relevant webpage.

Notices shall be deemed effectively made when such posting has occurred. Notifications are effective immediately unless specified otherwise in the notice.

3. The Service is provided "As is" - Integration Partner's Obligations

The Service is provided "as is" by Symetri and Symetri disclaims any explicit or implied warranty and any liability of whatever nature arising out of the use of the Service

Integration Partner is exclusively and solely responsible for the quality of its Partner Solutions.

Integration Partner is exclusively and solely responsible for support for its Partner Solutions.

Integration Partner is not allowed to develop Partner Solutions that harm, endanger or limit functionality in the Service. Integration Partner must not construct Partner Solutions which override, undermine or circumvent any limitations, restrictions and similar in the Service, including but not limited to providing access to Interaxo outside the end-customers agreement with Symetri.

Integration Partner is required to promptly update their Partner Solutions due to new versions of the Service. Integration Partner shall, without special invitation from Symetri, keep himself updated with and act on published notifications and updates.

4. Pricing and invoicing

The Service is provided against payment of a subscription fee and/or a recurring fee, according to the at all times applicable price list. Please note that Symetri may elect to set the price to zero.

5. Support

The Integration Partner will have free access to self-service support, including FAQ and forum on Symetri's Support Portal or another relevant webpage. Support or consultation in addition to this can be provided by Symetri on a time and material basis.

6. Marketing and Customer Reviews

Symetri may allow the Integration Partner to market its Partner Solutions via Symetri's websites or via other sites and channels provided by Symetri. Symetri reserves the right to refrain marketing Partner Solutions that, according to Symetri's assessment, are substandard with regards to quality or security. Symetri reserves the right to make, collect and publish reviews and ratings for the Partner Solutions provided by the Integration Partner, including but not limited to reviews and ratings made by end-customers.

7. Suspension and termination

Either Party has the right to terminate this Agreement on one month's notice. Symetri reserves the right to immediately suspend the connection between the solution and the Service if the Partner Solutions has serious quality and/or security defects, if there is reasonable suspicion of serious quality and/or security defects, if the Integration Partner is acting or reasonably suspected of acting against this Agreement, or if the Partner Solutions no longer is allowed according to legislation. The suspension will continue until the matter is resolved. The same also applies when Symetri has reason to believe that the Integration Partner is unable to meet its commitments towards end-customers of the provided Partner Solutions, including but not limited to bankruptcy. Symetri also reserves the right to terminate the connection between the Partner Solutions and the Service if quality or security defects, and/or Integration Partners actions against this Agreement not have been corrected within a reasonable amount of time, despite remark from Symetri. The suspension will continue until the matter is resolved. If the situation is not normalised, for whatever reason, within a reasonable amount of time, Symetri has the right to terminate this Agreement.

8. Intellectual Property Rights

Symetri, or its licensors, is the sole owner of all intellectual property right (IPR) to the Service. IPR includes but is not limited to copyright, patents, trademarks, trade names, design and product design, source code, database, business plans and know-how, whether registered or not. All documentation, including manuals, user guides and other written, electronic or non-electronic, accounts of how the Service are set up and used is considered part of the Service and is subject to the same restrictions. All copyright, trademarks, registered trademarks, product names, company names or logos mentioned in the Service or in connection with the Service are the property of their respective owners.

Symetri claims no intellectual property right or ownership of any kind for the Partner Solutions developed by the Integration Partner in accordance with this Agreement. In the event of a breach by the Partner of his obligations regarding IPR, Symetri shall have the right to take all reasonable steps to protect its interests, including any remedy as may be available at law. The same shall apply if the

Integration Partner has, or has attempted to, acquire information or data to which it is not entitled according to the Agreement.

9. Confidential Information

By virtue of this Agreement, either Party may have access to the other Party's information that is confidential ("Confidential Information"). Confidential Information means non-public information clearly identified as proprietary or which by its nature should be reasonably understood to be confidential. Confidential Information may include (but is not limited to) information concerning business methods, business plans, product roadmaps, customer information, methodologies, the Service, Symetri customer lists, pricing terms and test results, including the results of any evaluation of the Service or of a pre-production release thereof. Each Party agrees to hold the other Party's Confidential Information in confidence during the term of this Agreement and thereafter. Each Party further agrees that, unless required by law or decisions by public authorities, it will not make the other Party's Confidential Information available in any form to any third party or use such Confidential Information for any purpose other than for the implementation of this Agreement. Each party agrees to take all reasonable steps to ensure that Confidential Information is not disclosed or distributed by its employees, including consultants, in violation of the terms of this Agreement.

Confidential Information does not include information that (a) is or becomes publicly available through no act or omission of the other Party; (b) the owning Party discloses to a third party without restriction on disclosure; (c) is disclosed to the other Party by a third party without restriction on disclosure and without breach of a nondisclosure obligation; (d) is independently developed; or (e) is previously known to the other Party without nondisclosure obligations. Symetri may require that the Integration Partner sign an additional Non-Disclosure Agreement in certain cases such as, but not limited to, new products.

10. Limited Liability

Symetri is not liable for any direct, indirect or consequential losses or damages, including loss of data, production, revenue and profit, or third-party claims that may arise as a result of end-customers usage of Partner Solutions provided by the Integration Partner. This shall be stated in Integration Partner's agreements with end-customer of the provided Partner Solutions.

11. Contracting Parties and Governing Law

You, the Integration Partner, is contracting with the Symetri entity that provides the Service defined in the TOS:

Symetri Collaboration AS
Hoffsveien 1 C
0275 OSLO
983 443 117

The rights and obligations of the Parties shall in their entirety be governed by Norwegian law. If a dispute arises in connection with the interpretation of the TOS or use of Service, the parties shall attempt to resolve the dispute through amicable negotiations. If the dispute cannot be resolved in this way, it shall be referred to the ordinary courts of law in Oslo, Norway.