ShipBob API Terms of Use

Last modified: January 31st, 2020

Thank you for your interest in ShipBob Inc. ("ShipBob", "we" or "us") and its technology platform. Please carefully read the following terms and conditions (the "Terms of Use"), including any additional terms and conditions linked to or referenced herein, as they are a legal agreement between you ("you") and ShipBob. Capitalized terms used but not defined herein shall have the meanings assigned to them in Section 1 hereof.

The Terms of Use govern all access to and use of ShipBob APIs. By accessing or using a ShipBob API, you are agreeing that you have read these Terms of Use, and that you agree to comply with and to be bound by them and all applicable laws and regulations. If you are accepting these Terms of Use on behalf of a legal entity, then you represent that you have the authority to legally bind such entity to these Terms of Use, and, in that case, the terms "you" or "your" shall also refer to such entity. If you do not agree to be bound by these Terms of Use, then do not access or otherwise use any ShipBob API.

These Terms of Use are effective as of the first date that you use a ShipBob API ("Effective Date"). We may update these Terms of Use from time to time in accordance with Section 19 hereof. Additional terms and requirements may apply to specific Application Programming Interfaces (APIs), which can be found in the Documentation.

1. Definitions

"Application(s)" or "Developer Applications" means any software application, Website, product, or service, developed by you that interacts with any aspect of a ShipBob API or that is intended for use on or with a ShipBob Service.

"Documentation" means the documentation, data and technical information regarding the use of the ShipBob APIs that ShipBob provides through the Developer Portal.

"includes" or "including" when used herein means "including but not limited to".

"ShipBob API" means an application programming interface, comprising a set of programming instructions and standards provided by ShipBob, and including any and all related code and Documentation, as updated from time to time, through which your Application(s) access and integrate with ShipBob Services.

"ShipBob Data" means data or content made available to you by ShipBob through a ShipBob API or other means.

"ShipBob Developer Portal" means the Website, accessible at https://www.shipbob.developer.com (or any successor thereto), through which developers may obtain access to ShipBob APIs.

"ShipBob Marks" means ShipBob's proprietary trademarks, trade names, branding, or logos.

"ShipBob Service" means any data, service(s) and/or function(s) provided by ShipBob, including any ShipBob Data, which are accessible through or performed by a particular ShipBob API, subject to the Terms of Use.

"User" means a person or entity that uses your Application.

2. Registration

To access and use ShipBob APIs, you must first register on the Developer Portal. ShipBob may at its discretion approve or reject any registration without providing any reason. If you are permitted to register, you will create an account with us and will obtain login credentials. You must keep your login credentials secret and take all appropriate measures to ensure their security. You must ensure that any information you provide in connection with your registration is correct and complete, and you are solely responsible for keeping such information up-to-date and accurate throughout the duration of your registration. You shall be responsible for all results of any access to any ShipBob API or ShipBob Service, using your account.

3. Licenses and Ownership

   a) Subject to your full compliance with these Terms of Use, ShipBob grants you a nonexclusive, revocable, non-sublicensable, non-transferable, limited license to (i) use the ShipBob APIs to develop, test, and support your Applications; (ii) display the ShipBob Data within the Applications; and (iii) distribute or allow access to your integration of the ShipBob API within the Applications to Users. Your use of the ShipBob APIs and ShipBob Services must comply with the technical documentation, security requirements, usage guidelines, call volume limits, and other Documentation maintained on the ShipBob Developer Portal or otherwise provided by ShipBob in connection with your use of ShipBob APIs. You have no right to distribute or allow access to any stand-alone ShipBob API.

   b) Subject to these Terms of Use, you may use the ShipBob Marks to identify your Applications as compatible with the ShipBob Service. Your use of ShipBob Marks must comply with the usage guidelines that ShipBob may specify from time to time and (without limiting ShipBob's other termination rights) you shall promptly cease any use of ShipBob Marks that ShipBob determines, in its sole discretion, to be non-compliant with ShipBob usage guidelines or otherwise detrimental to ShipBob. You may not register any domain name containing ShipBob Marks, the word "ShipBob" or the name of any ShipBob Service (or anything confusingly similar). All goodwill arising from use of ShipBob Marks belongs to ShipBob.

c) As between the parties, ShipBob owns all rights, title, and interest in and to the ShipBob APIs, ShipBob Services and ShipBob Marks and, subject to the foregoing, you own all rights, title, and interest in and to the Applications. You agree to display any attribution(s) required by ShipBob as described in the Documentation. Except to the limited extent expressly provided in this Agreement, neither party grants, and the other party shall not acquire, any right, title or interest (including any implied license) in or to any property of the first party. All rights not expressly granted herein are deemed withheld.

d) If any Application includes any Open Source Software, you agree to comply with all applicable Open Source Software licensing terms, including by providing the notices and passing through the relevant licenses. You also agree not to use any Open Source Software in any Application in such a way that would cause any portion of a ShipBob API or any other software of ShipBob to be subject to any Open Source Software licensing terms or obligations. "Open Source Software" means any software that requires as a condition of use, modification or distribution of such software that such software or other software incorporated into, derived from or distributed with such software (i) be disclosed or distributed in source code form, (ii) be licensed for the purpose of making derivative works, or (iii) be redistributable at no charge.

4. Policies and Restrictions

a) From time to time, ShipBob may change any ShipBob API or ShipBob Services. Future versions of any ShipBob API may not be compatible with your Applications developed using previous versions.   ShipBob typically makes these changes as part of its overall developer program and is unable to provide notice of the changes to developers individually. You must make any changes to your Application that are required as a result of any such change or update by ShipBob, at your sole cost and expense. Not in limitation of any other limitations on ShipBob's liability set forth in these Terms of Use, ShipBob will have no liability resulting from the actions described in this paragraph.

b) You acknowledge that ShipBob or other developers may independently create applications, content, and other products or services that are similar to or competitive with your Applications. Nothing in these Terms of Use shall prevent or restrict ShipBob or other developers from creating and fully exploiting any applications, content, and other items they may develop, with no obligation to you.

c) You shall not place advertisements within or adjacent to any ShipBob Service, nor shall you deliver, allow, or enable the delivery of unauthorized or unsolicited advertising, promotional materials, junk mail, or spam through your Applications. You shall ensure that your Application complies with all laws, rules, and regulations, including those relating to data privacy or security. In addition, you will provide and adhere to a privacy policy for your Applications that complies with law and clearly and accurately describes to Users what user information you collect and how you use and share such information

with ShipBob and third parties. ShipBob may monitor and collect certain usage data and information related to the Applications and use of the ShipBob APIs and ShipBob Services, and ShipBob may use such data and information for any business purpose, including to improve our service and to ensure compliance with our policies and with applicable laws and regulations.

d) ShipBob may take any ShipBob API or ShipBob Service partially or fully offline on a periodic basis in order to perform maintenance and support on, or implement upgrades or enhancements to, a ShipBob API or ShipBob Service or to components thereof (although ShipBob shall have no obligation to provide any such maintenance, support or upgrades). Any such downtime may occur with or without notice.

e) Except as expressly authorized by these Terms of Use or as otherwise permitted in a separately executed agreement between you and ShipBob, you will not attempt, or encourage or permit others, to:

(a) copy, modify, or create derivative works of any ShipBob API, in whole or in part;

(b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any ShipBob API;

(c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of any ShipBob API or ShipBob Service, in whole or in part;

(d) remove any proprietary notices from any ShipBob API or ShipBob Service;

(e) use a ShipBob API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;

(f) design or permit the Applications to disable, override, or otherwise interfere with any ShipBob-implemented communications to Users, consent screens, user settings, alerts, warning, or the like;

(g) use or access the ShipBob API for the purpose of monitoring the performance or functionality of the ShipBob API or for any other benchmarking or competitive purposes;

(h) use ShipBob's name or trademarks as part of your name or the name of any Application you offer or in any manner that creates a false sense of endorsement or sponsorship by ShipBob;

(i)   use any ShipBob API in an Application that directly or indirectly promotes criminal activity, or violates any applicable federal or state law;

(j)   upload or otherwise transmit any material that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;

(k)   request more than the minimum amount of data from the ShipBob API needed by an Application to provide the User the intended Application functionality, or any data outside any permissions granted by the User;

(l)   interfere with or disrupt servers or other computer systems; or

(m)   access or attempt to access any ShipBob server, computer system, service or content except as expressly authorized by ShipBob.

5. Additional Responsibilities

a)   You are solely responsible, at your own expense, for (i) your Applications and their distribution, operation and support and (ii) your own relationships and agreements with Users regarding their use of your Applications. As a result of your use of a ShipBob API, a User may enable you or an Application to access certain of its data, content or information from the ShipBob database ("End User Data"). Any data that ShipBob receives as a result of a User's installation or use of an Application shall be subject to the ShipBob Terms and Conditions, ShipBob Privacy Policy and/or other applicable terms with ShipBob ("ShipBob Terms"). You must have in place an agreement with each User that: (x) contains all of the restrictions on use, limitations of liability and warranty disclaimers with respect to the ShipBob APIs and ShipBob Services as those contained herein; and (y) provides that you are solely responsible for the Applications including for any liability that may arise from the installation of, or the User's access to or use of, the Application. You may not use any End User Data (or other ShipBob Data) in promotions or to target advertisements, and may not sublicense, lease, sell or otherwise transfer any End User Data or derivatives of End User Data to any third party (including to any ad networks, ad exchanges or data brokers). You will ensure that all End User Data is collected, processed, transmitted, maintained and used in accordance with (1) your agreement with the User, a legally adequate privacy policy, and appropriate notices to and consents from Users and (2) all laws and regulations. You may not directly or indirectly charge Users for use of, or access to, the functionality of any ShipBob Service or ShipBob APIs.

b)   Your networks, operating system and software of your web servers, routers, databases, and computer systems must be properly configured to Internet industry standards so as

to securely operate your Application and protect against unauthorized access to, disclosure or use of any information you receive from ShipBob. Not in limitation of the preceding sentence, you must use industry-standard technical, administrative and physical security measures to protect the privacy and security of ShipBob Data. If you make your Application available for use by a User outside of your organization, you may not store or use End User Data except as expressly permitted by the User; and, subject to any legal data retention requirements, you must delete End User Data (i) upon the User's request; (ii) when such data is no longer required to provide the services of your Application to the User to whom the data relates, (iii) when the User closes his or her account with, or otherwise deactivates, your applicable Application and (iv) if ShipBob terminates your or your applicable Application's access to the applicable ShipBob API.

c) In the event of any security deficiency relating to your Application, or any actual or suspected unauthorized disclosure or use or other compromise or breach of ShipBob Data (a "Security Event"), you must immediately notify ShipBob in writing and work with ShipBob to remediate the issue and mitigate its effects. You must obtain ShipBob's approval for any security breach notifications to Users or otherwise, that relate to the Applications, a ShipBob API or ShipBob Service or that refer directly or indirectly to ShipBob.

d) You are not permitted to use a service provider in connection with developing, hosting, supporting or distributing any Application or otherwise providing an Application's service unless they sign an agreement with you to (A) protect any ShipBob API or ShipBob Service (that is at least as protective as ShipBob's terms and policies), (B) limit their use of the ShipBob APIs and ShipBob Services solely for the purpose of providing their services to your Application (and not for their own purpose or any other purpose), and (C) keep the ShipBob APIs and any ShipBob Data secure and confidential. You must ensure that any service provider complies with these Terms of Use and any other applicable ShipBob terms and policies, and you acknowledge and agree that any act or omission by a service provider amounting to a breach of these Terms of Use will be deemed to be a breach by you.

6. Representations and Warranties

You represent and warrant that (a) you have full power and authority to enter into and perform these Terms of Use; (b) you have or will obtain effective consent, to the extent legally required, from the applicable individual before you provide ShipBob with, or obtain from ShipBob, information of or pertaining to such person in connection with your use of ShipBob APIs; (c) all information you provide to ShipBob is and will be true, accurate, and complete, and if such information is out of date or needs to be modified, you will promptly provide ShipBob with corrections, updates or modifications. You further represent and warrant that you have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute your Applications, and that use of your Application by you, any Users, ShipBob, or its users, will not violate the rights of any third party (e.g., copyright, patent, trademark, privacy, publicity or other proprietary right of any person or entity), or any applicable regulation or law.

7. Your Feedback

Any feedback, suggestions and ideas ("Feedback") that you provide to ShipBob regarding any ShipBob API or ShipBob Services, or content or services related thereto may be treated by ShipBob as non-confidential, and ShipBob may, in its sole discretion, use the Feedback in any way, including in future modifications of the ShipBob APIs, ShipBob Services, or content or services related thereto, and/or advertising and promotional materials relating thereto. You hereby grant ShipBob a perpetual, worldwide, fully transferable, irrevocable, royalty-free license to make, use, sell, offer for sale, reproduce, modify, create derivative works from, distribute, and display the Feedback in any manner and for any purpose.

8. Termination

You may terminate these Terms of Use at any time by ceasing all use of the ShipBob APIs and any relevant credentials. The license granted to you hereunder, and your right to use the ShipBob APIs, shall automatically terminate upon the termination of your registration on the ShipBob Developer Portal (or, if earlier, upon any de-activation of your registration credentials). In addition, we may immediately suspend or terminate any license granted to you hereunder and your access to and use of any ShipBob API or ShipBob Service or any portion thereof, or terminate these Terms of Use, in part or in their entirety, at any time for any reason and with or without notice. We may discontinue the availability of some or all of the ShipBob APIs or ShipBob Services at any time for any reason, with or without notice. ShipBob will not be liable for any costs, expenses, or damages that may result from any such suspension or termination.

The following Sections of the Terms of Use shall survive any termination or expiration: Sections 3 through 21, and any other terms that may reasonably be assumed to be intended to survive expiration or termination.

Upon any termination of these Terms of Use: (a) you will immediately stop using the ShipBob APIs, ShipBob Marks and ShipBob Services; (b) you must permanently destroy any Documentation and any other ShipBob information in your possession, including any ShipBob Data stored pursuant to your use of the ShipBob APIs (except where doing so would cause you to violate applicable law or regulation); and (c) all licenses granted to you by ShipBob will cease. If your Application makes use of an ShipBob API, your Application may no longer function as intended after expiration or termination of the license granted to you under these Terms of Use, and you are responsible for ensuring that all Users are aware of this risk.

9. **Confidentiality**

You may be given access to certain non-public proprietary information, software, and specifications related to the ShipBob API, ShipBob Data and ShipBob Services (the "Confidential Information"). ShipBob's Confidential Information includes the ShipBob APIs, any credentials, keys, or passwords, and any non-public aspects of the ShipBob Services. You shall use this

Confidential Information only as necessary for the purpose of exercising the rights granted to you by these Terms of Use. You agree that you will protect this Confidential Information from unauthorized use, access, or disclosure in the same manner that you would use to protect your own confidential and proprietary information of a similar nature and in any event with no less than a reasonable degree of care. You shall not disclose any Confidential Information to any third party without our prior written consent; provided, however, that you may disclose the Confidential Information to your personnel engaged in a use permitted by these Terms of Use who have a need to know and who are subject to a legal duty to maintain the confidentiality thereof. You acknowledge that any breach of this Section may cause immediate and irreparable injury to ShipBob, and in the event of such breach, ShipBob shall be entitled to seek injunctive relief in addition to any and all other remedies available at law or in equity.

10. Disclaimers

SHIPBOB DOES NOT MAKE ANY SPECIFIC PROMISES REGARDING ANY SHIPBOB API, SHIPBOB SERVICE OR ANY COMPONENT THEREOF. FOR EXAMPLE, SHIPBOB DOES NOT MAKE ANY COMMITMENTS ABOUT THE SHIPBOB DATA ACCESSED THROUGH THE SHIPBOB API, YOUR ABILITY TO UTILIZE ANY SHIPBOB API TO DEVELOP APPLICATIONS, OR THE SPECIFIC FUNCTIONS OF ANY SHIPBOB API OR SHIPBOB SERVICE OR ITS RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. THE SHIPBOB SERVICES AND THE SHIPBOB APIS, ALONG WITH ANY OTHER MATERIALS PROVIDED BY SHIPBOB IN CONNECTION WITH YOUR USE OF ANY SHIPBOB API ARE PROVIDED ON AN "AS-IS" AND AS AVAILABLE BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND ANY WARRANTIES OR CONDITIONS ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. SHIPBOB DOES NOT WARRANT THAT THE SHIPBOB SERVICES, ANY SHIPBOB API OR ANY OTHER MATERIALS PROVIDED HEREUNDER WILL MEET YOUR REQUIREMENTS, BE ERROR FREE, UNINTERRUPTED, VIRUS FREE, OR SECURE.

11. Limitation of Liability

WHEN PERMITTED BY LAW, SHIPBOB WILL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, REVENUES, OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OF USE OR YOUR USE OF ANY SHIPBOB SERVICE OR SHIPBOB API, WHETHER ARISING FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE FOREGOING LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS OF USE IS FOUND TO HAVE FAILED ITS ESSENTIAL PURPOSE. IN ANY CASE, SHIPBOB'S AGGREGATE LIABILITY UNDER THESE TERMS OF USE WILL NOT EXCEED THE LESSER OF ONE HUNDRED DOLLARS ($100.00) OR THE AGGREGATE FEES YOU PAID FOR ACCESS TO THE SHIPBOB API DURING THE 6 MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

12. Indemnification

You will indemnify, defend and hold ShipBob, its affiliates and its and their directors, officers, employees, contractors, agents, and users harmless from and against any and all claims, damages, losses, liabilities, actions, judgments, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with: (a) your use of any ShipBob API, ShipBob Service or any component thereof; (b) your negligence, willful misconduct or breach of these Terms of Use; (c) any agreement or relationship between you and a User; (d) any content or data routed into or used with any ShipBob API by you, or those acting on your behalf; (e) any Security Event; or (f) your Application, including claims of intellectual property infringement. You will not settle any such claim without ShipBob's prior written consent.

13. Government Use

If you are part of an agency, department or other entity of the U.S. Government, the use, duplication, reproduction, release, modification, disclosure, or transfer of the ShipBob APIs or ShipBob Services or any component thereof are 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 ShipBob Services and ShipBob APIs and each component thereof constitute a "commercial item," "commercial computer software," and "commercial computer software documentation." In accordance with such provisions, any use of any ShipBob API or any component thereof by the U.S. Government shall be governed solely by these Terms of Use.

14. Assignment

You shall not assign these Terms of Use or any rights or obligations hereunder without the prior written consent of ShipBob which may be given or withheld in its sole discretion. Any attempted assignment without such prior written consent shall be void. ShipBob may assign these Terms of Use without restriction.

15. No Agency, Partnership, or Joint Venture

These Terms of Use do not create or imply any partnership, agency, or joint venture between the parties hereto.

16. Governing Law and Forum for Legal Disputes

These Terms of Use will be governed by the laws of the State of Illinois, without regard to or application of conflicts of law rules or principles. All claims arising out of or relating to these Terms of Use will be brought exclusively in the federal or state courts located in Chicago, Illinois and you consent to personal jurisdiction in those courts. Your breach of these Terms of Use relating to the licenses we grant to you and your use of the ShipBob APIs and ShipBob Services may result in irreparable harm and permanent injury to us for which monetary damages would be an inadequate remedy. In such circumstances, we will be entitled to seek and obtain,

without the posting of a bond, in addition to all other remedies available to us, at law or in equity, immediate injunctive relief to prevent or stop any breach of those provisions.

17. Waiver and Severability

These Terms of Use constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, understandings, and communications between the parties with respect to that subject matter. No waiver by ShipBob of any covenant or right under these Terms of Use will be effective unless such waiver is in writing and duly authorized by ShipBob. If any part of these Terms of Use is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision will be enforced to the maximum extent permissible and the remaining provisions of these Terms of Use will remain in full force and effect.

18. Publicity

Except as approved in writing by ShipBob on a case-by-case basis in ShipBob's sole discretion, you may not claim or in any way imply in any advertising that any Application is created, certified, sponsored, or endorsed in any manner by ShipBob. In addition, you may not make any representations, warranties or commitments regarding any ShipBob APIs or ShipBob Service or on behalf of ShipBob.

19. Updates to Terms of Use

ShipBob may modify these Terms of Use from time to time.   ShipBob will post notice of modifications to the Terms of Use within the Documentation of each applicable ShipBob API, to the Developer Portal, or by email notice to you as provided in Section 20. Changes will not apply retroactively and will become effective no sooner than 30 days after they are posted, unless the change addresses a new function for an ShipBob API or a legally required change, in which case such changes will be effective immediately. If you do not agree to the modified Terms of Use, you should discontinue your use of the ShipBob API. Your continued use of an ShipBob API constitutes your acceptance of the modified Terms of Use.

20. Email Notice

All notices to you in connection with these Terms of Use may be delivered via email at the email address provided to ShipBob by you, and you agree that these email communications satisfy any legal requirements. If, at any time, you update or change your email address from the one that you provided to ShipBob upon your initial registration, you will promptly notify ShipBob in writing of such update or change.

21. Export Restrictions

You acknowledge that you will comply with U.S. Export Administration Regulations. You will not export or re-export the ShipBob API or any component thereof, directly or indirectly, to: (1) any

countries that are subject to U.S. export restrictions; or (2) any end user who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government.