

API License Terms

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THESE API LICENSE TERMS (“**TERMS**”) CONSTITUTE A BINDING CONTRACT BETWEEN YOU (“**YOU**” OR “**YOUR**”) AND CAMPMINDER, LLC (“**CAMPMINDER**,” “**WE**,” OR “**US**”). THESE TERMS GOVERN YOUR ACCESS TO AND USE OF THE CAMPMINDER APPLICATION PROGRAMMING INTERFACE AND RELATED SPECIFICATIONS, INFORMATION AND MATERIALS (TOGETHER, THE “**API**”), INCLUDING DEVELOPMENT OF ANY APPLICATIONS (DEFINED BELOW) THEREOF, AND INFORMATION, SUCH AS PERSONAL DATA (DEFINED BELOW), OBTAINED OR ACCESSED VIA THE API (“**CAMPMINDER INFORMATION**”), AND PROCESSING THEREOF. BY CLICKING “I ACCEPT”, “OK” IN THE ORDER FORM OR BY ACCESSING OR USING THE API, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT AND AUTHORITY TO ENTER INTO THESE TERMS ON BEHALF OF YOURSELF AND ANY COMPANY, ENTITY OR ORGANIZATION (“**YOUR ORGANIZATION**”) FOR WHOM YOU ARE ACCESSING OR USING THE API AND THE CAMPMINDER INFORMATION; (C) ACCEPT THESE TERMS AND AGREE THAT YOU AND YOUR ORGANIZATION SHALL BE LEGALLY BOUND BY THEM. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE API. YOU AGREE THAT YOU SHALL BE LIABLE FOR ALL ACTS AND OMISSIONS OF THIRD PARTIES TO WHOM YOU PERMIT TO ACCESS AND USE THE API, WHETHER OR NOT PERMITTED IN THESE TERMS, AS IF DONE OR OMITTED BY YOU.

WE MAY MODIFY THESE TERMS FROM TIME TO TIME. SUCH CHANGES WILL BECOME EFFECTIVE THE EARLIER OF: (A) 10 DAYS AFTER THE UPDATED TERMS ARE POSTED OR COMMUNICATED TO YOU; (B) IMMEDIATELY WITH RESPECT TO NEW FEATURES OR FUNCTIONS MADE AVAILABLE WITH OR AFTER THE POSTING OF THE NEW TERMS; AND (C) IMMEDIATELY ON THE DATE YOU CLICK, “I AGREE”, “OK” OR OTHER SIMILAR BUTTON INDICATING ASSENT THERETO. YOUR CONTINUED USE OF THE API AFTER THE EFFECTIVE DATE OF ANY CHANGES CONSTITUTES YOUR AGREEMENT TO SUCH CHANGES.

THESE TERMS UPDATE AND REPLACE ANY PRIOR VERSIONS OF THESE TERMS OR API AGREEMENT (INCLUDING FOR BETA VERSIONS) YOU MAY HAVE ENTERED INTO WITH US.

IF YOU HAVE ENTERED INTO THE CAMPMINDER [MASTER LICENSE AGREEMENT](#) (“**MLA**”) AND ARE A CUSTOMER OR “LICENSEE” (AS DEFINED IN THE MLA) OF CAMPMINDER, YOUR OBLIGATIONS, AND THE RESTRICTIONS ON ACCESS AND USE OF THE API, THE DISCLAIMERS OF CAMPMINDER AND EXCLUSIONS AND LIMITATIONS OF CAMPMINDER’S LIABILITY, SET FORTH IN THESE TERMS, ARE IN ADDITION TO AND NOT INSTEAD OF THOSE IN THE MLA. UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN OR IN THE MLA, IN THE EVENT OF ANY CONTRADICTION BETWEEN THESE TERMS AND THE MLA, THESE TERMS SHALL PREVAIL WITH RESPECT TO THE SUBJECT MATTER HEREOF, TO THE EXTENT NECESSARY TO RESOLVE THE CONTRADICTION.

1. **License.** Subject to these Terms and your compliance with them, and if you are a Licensee, the MLA, we hereby grant you a limited, revocable, non-perpetual, non-exclusive, non-transferable, non-sublicensable license solely to (i) use the API specifications to enable interoperability or programs which offer interoperability between applications or services owned and operated by you, a Campminder Licensee or third-party providers engaged by you or the Licensee (collectively “**Applications**”), and the Campminder Services and (ii) make calls for information we make available through the API on behalf of a Campminder Licensee who controls or is responsible for such information, in both cases (i) and (ii) for the internal use by the Campminder Licensee or yourself if you are a Licensee, in accordance with Campminder’s MLA (such license, “**API License**”).
2. **Term.** These Terms and the API License shall remain in effect until terminated by you or by us, at any time. In such case, the API License shall terminate but the rest of the terms and conditions set forth herein shall survive.
3. **API Key.** In order to access and use the API, you must obtain an API Key pursuant to Campminder’s instructions and agree to provide all information required by Campminder. You may not share your API Key with any third party, and must keep your API Key and all log-in information secure. The API Key and any other log-in information are Confidential Information (defined below) of Campminder. Without limitation of the above in the paragraph, sharing of the API Key and any log-in information with any third party shall be at your risk and liability. You shall be liable for all acts and omissions of any third

party in connection with or through the use of the API Key, and log-in information, all information obtained through the API, including, without limitation, the Campminder Information.

4. Intellectual Property Rights; Licenses to Campminder. You agree that the API, and all right, title and interest therein, is and shall be owned by Campminder. Other than the API License, no other rights are granted in or to the API, all of which are hereby reserved. You hereby (i) grant Campminder and its Affiliates (defined below) a non-exclusive, worldwide, transferrable, assignable, irrevocable, perpetual, royalty-free, fully-paid up license to, with the right to sublicense (in multiple tiers) and have others, reproduce, modify, create derivative works based upon, publicly perform, display, and broadcast, sell, distribute, make, import, use and exploit for any purpose (all such actions, **"Use"**) any modifications, derivative works, improvements, you create from, of or to the API or other Campminder software or services (including any Software Products, as defined in the MLA) (collectively, **"Derivatives"**), and (ii) waive and agree never to assert any claim in connection with such Derivatives against Campminder and its Affiliates, and its and their successors or assigns, or any licensee or sublicensee (including in multiple tiers) of any of the foregoing. Without limiting the foregoing, if you or any of your employees, contractors, and agents sends or transmits any information, code, concepts, ideas, feedback, suggestions, or other information, communications or materials to us or our Affiliates (collectively, **"Feedback"**), you hereby grant us (iii) a non-exclusive, worldwide, transferrable, assignable, irrevocable, perpetual, royalty-free, fully-paid up license to, with the right to sublicense (in multiple tiers) and have others, Use such Feedback, and (iv) acknowledge and agree that all such Feedback is and will be treated as non-confidential.
5. Use Restrictions. You may not, and may not authorize, enable or encourage any third party to, directly or indirectly: (a) access or use the API for any purpose or in any manner not authorized in these Terms or use or access the Services unless you are a Licensee other than as permitted in the MLA; (b) copy, modify, or, except as explicitly authorized in the API License (while in effect), create derivative works based on the API or the Services, in whole or in part; (c) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the API or the Campminder Services to any third party, other than as explicitly permitted in the API License; (d) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the API or the Services, in whole or in part; (e) remove any proprietary notices from the API or the Services; (f) access or use the API or the Services in any manner or for any purpose or Application, or combine or integrate the API with an Application that infringes, misappropriates, or otherwise violates any intellectual property or other right, confidential information or trade secrets of any third party, or any applicable law, harms any person or property, or stores, transmits or executes code, files, scripts, agents or programs intended to do harm, circumvent security measures, obtain information, manipulate, present ads without authorization, or engage in other malicious behavior, including, for example, spyware, adware, malware, viruses, worms, time bombs or Trojan horses (collectively, **"Malicious Code"**), promotes drugs, violence, incitement, firearms or weapons of any kind, pornography or sexual materials or services or other material not appropriate for children, or is offensive is discriminatory to any person on the basis of gender, religion, race, origin, physical condition or other legally protected class, or is intended to do any of the foregoing or is otherwise not in compliance with any guidelines, standards, rules or requirements publicized or otherwise communicated by the Campminder (collectively, **"Guidelines"**); (g) transmit or use any Malicious Code in connection with the API or Services or disable, override, circumvent, or otherwise interfere with the API, the Services, or any Company communications or notices, any security features, obtain information not plainly offered by the API or Services or which you or the Campminder Licensee is not authorized by us and applicable law to access, obtain, use or otherwise process; (h) replicate or attempt to replace the Services or the user experience of the Services or any portion thereof or develop any competing product or service to the Services; (i) attempt to cloak or conceal your or any user's identity or the identity of Applications when requesting authorization to use the API; (j) violate, or enable any Campminder Licensee, user or any third party to violate the Campminder MLA or any other terms or agreement with us, our Affiliates or any third party, or (k) export or re-export, or release the API to, or make the API accessible from, any jurisdiction, country or national to which or whom export, re-export, or release is prohibited by law, rule, or regulation. All of the above are outside of, and these restrictions limit, the scope of the API License.
6. Compliance. Without limiting the above, you shall comply, and ensure that the Applications comply with, (i) all applicable law, regulations, rules, government and court orders, and (ii) all Campminder Guidelines.

7. Personal Data. You acknowledge and agree that the Campminder Information may relate to identified or identifiable individuals and be considered “personal data”, “personal information” or “personally identifiable information” as defined under applicable law (collectively, “**Personal Data**”). You represent, warrant and undertake that you are and will be authorized under applicable law to receive and process such information and have implemented and will continue to implement and maintain, reasonable, industry standard and appropriate measures to safeguard such Personal Data against disclosure to unauthorized third parties. You shall (i) not disclose, use or process such Personal Data except as necessary to perform the services for which you have been engaged by such Campminder Customer, and (ii) in no event sell the Personal Data (whether for money or other consideration). You shall comply with all applicable laws related to the protection, use or processing of Personal Data of any kind, including those applicable in the jurisdiction of the individual who is the subject of the data. You acknowledge and agree that we collect, use and process information about your use of the API, including personal or personally identifiable information. For more information, please see our [Privacy Policy](#).
8. No Support, Updates, or Uptime Commitment. We do not provide support for the API nor do we make any commitment as to the uptime or availability of access to our Services via the API. We may update or modify the API from time to time in our sole discretion (in each instance, an “**Update**”), and may require you to use the most recent version. Updates may adversely affect how Applications communicate with the Services. You must modify your Applications as needed due to such Update at your own cost and expense.
9. Fees. Fees or other payments may be due for use and access of the API, as specified in the applicable order form. If you have received an API License free of charge or on a trial basis, we reserve the right to charge for the API License access to and use of the API at any time.
10. Confidentiality. The API, the Services, and any information or materials which we provide or make available, including, without limitation, Campminder Information, are confidential information (“**Confidential Information**”). You shall (a) not use our Confidential Information other than to exercise the API License in accordance with these Terms (and if you are a Licensee, the MLA) ; (b) not disclose the Confidential Information other than those of your employees or third-party consultants (“**Representatives**”) who are bound by written confidentiality agreements applicable to the Confidential Information, and which contain those restrictions, obligations, covenants, and other terms as those set forth in Sections 3 (*API Key*), 4 (*Intellectual Property Rights*), 5 (*Restrictions*), 6 (*Compliance*), 7 (*Personal Data*) and this Section 10 (*Confidentiality*), (c) use reasonable, appropriate and industry standard measures, and at least those measures you use to safeguard your own confidential information, to safeguard the Confidential Information against use, disclosure or access; and (d)) upon our request or any termination or expiration of the API License or these Terms, promptly, and in any event, within five (5) days, return to us or destroy (per our instructions) all Confidential Information in your or your Personnel’s possession or control. You shall be liable for all acts and omissions of your Representatives and all other third parties which use the Confidential Information after disclosure or being made available by Campminder, as if done or omitted to be done by you. You hereby acknowledge that threatened or actual disclosure or use of Confidential Information in violation of these Terms could cause irreparable harm and significant injury to Campminder that may be difficult to ascertain and for which the payment of money would not be a sufficient remedy. Accordingly, you agree that Campminder, in addition to any other right or remedy that may be available at law or in equity, will have the right to seek and obtain immediate injunctive relief to enforce obligations under these Terms without the necessity of proving actual damages and without the necessity of posting bond or making any undertaking in connection therewith.
11. Disclaimer of Warranties. YOUR RELIANCE, ACCESS AND USE OF THE API IS AT YOUR OWN RISK. THE API, SERVICES AND ALL OTHER INFORMATION AND MATERIAL PROVIDED OR MADE AVAILABLE BY CAMPMINDER OR ITS AFFILIATES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES, GUARANTEE, PROMISES, OBLIGATIONS OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ALL OF WHICH ARE HEREBY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING FROM A COURSE OF DEALING, USE IN TRADE, OR THAT ANY OF THE ABOVE WILL MEET YOUR, ANY CUSTOMER OR ANY OTHER PERSON OR ENTITY’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE WITH ANY OF YOUR OR ANY THIRD PARTY PRODUCT OR SERVICE, BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, ERROR-FREE, OR WILL BE AVAILABLE, OR UP AND RUNNING AT ANY GIVEN TIME OR PERCENTAGE OF TIME. WITHOUT LIMITING THE

FOREGOING YOU ACKNOWLEDGE THAT THE API IS IN A BETA STAGE OF TESTING AND MAY BE PRONE TO ERRORS AND SUBJECT TO DOWNTIME.

12. Indemnification. You are responsible for your use of the API and any risk associated with it. Without limiting any right or remedy available to us under these Terms or the MLA, or at law or equity, you shall indemnify, defend, and hold harmless Campminder, its Affiliates and its and their officers, directors, employees, agents, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, arising from or relating to the API or any other information, materials products or services you or we make available in connection with the API (including Applications) or the use thereof, including, without limitation the use or processing of the Campminder Information.
13. Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL WE OR OUR AFFILIATES BE LIABLE UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR LOSSES, LOST PROFITS, LOSS OF OR DAMAGE TO BUSINESS, REPUTATION OR GOODWILL, LOST OR CORRUPTED DATA, INTERRUPTION OF BUSINESS; OR (B) ANY DAMAGES OR LOSSES, IN THE AGGREGATE, IN EXCESS OF ONE HUNDRED DOLLARS (\$100.00). THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS MUST BE BROUGHT WITHIN TWELVE (12) MONTHS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM. YOU AGREE TO WAIVE AND NEVER TO ASSERT ANY CLAIM AFTER SUCH TIME.
14. Disputes; Governing Law and Jurisdiction. These Terms, the subject matter thereof, and any disputes relating to the foregoing, shall be governed and construed in accordance with the laws of the State of Colorado, without regard to the conflicts of laws provisions thereof. All such disputes shall be brought exclusively in the Federal or state courts in the County of Boulder in the State of Colorado, where both parties consent to jurisdiction and venue and service of process by any means permitted therein. Notwithstanding the foregoing, either Party may seek preliminary or interim relief in any court of competent jurisdiction worldwide. THE PARTIES IRREVOCABLY AGREE TO WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THESE TERMS.
15. Miscellaneous. These Terms constitute the entire agreement and understanding with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Notices to us must be sent to our corporate headquarters address available at <https://campminder.com/contact> and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. You hereby consent to receiving electronic communications from us. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Waivers must be in writing and signed by the party against whom enforcement is sought and unless otherwise expressly stated in such writing, shall not be deemed continuing. You may not assign, transfer or delegate these Terms without our prior written consent. Any assignment, transfer or delegation in violation of the foregoing will be void and without effect. We may assign these Terms or any right therein or delegate any obligation without restriction. You represent and warrant that you **have read and understood these Terms and have consulted with an attorney to the extent you have deemed advisable**. These Terms shall be construed without regard to any presumption or rule requiring construction or interpretation against the drafting party. "**Affiliate**" means with respect to a party, an entity or person which or who directly or indirectly controls, is controlled by or under common control with such party.