



DropMindTM
picture your thoughts

API License Agreement

DROP MIND API LICENSE AGREEMENT

THIS LICENSE IS A LEGAL AGREEMENT (THE "AGREEMENT") BETWEEN YOU, ("YOU", "YOUR", OR "LICENSEE"), AND SEAVUS GROUP WITH ITS PRINCIPAL PLACE OF BUSINESS LOCATED AT Skeppsbron 5 211 20 Malmö, Sweden ("SEAVUS"). CAREFULLY READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT PRIOR TO DOWNLOADING AND/OR INSTALLING OR USING THE LICENSED PRODUCT (AS HEREINAFTER DEFINED).

IF AFTER READING THIS AGREEMENT YOU HAVE ANY QUESTIONS ABOUT THIS AGREEMENT, PLEASE CONTACT SEAVUS VIA EMAIL AT customercenter@dropmind.com OR BY TELEPHONE AT +46 (0) 40-300 940

This Agreement between You and SEAVUS sets forth the terms and conditions of Your use of the Licensed Product. For the purposes of this Agreement, the Effective Date of this Agreement shall be the date upon which You accept this Agreement when you receive the Seavus DropMind™ API that will be delivered upon your request.

Please note that, in addition to the terms of this License Agreement, you may also be required to become a party to other contract terms elsewhere on the SEAVUS web sites, including (i) the SEAVUS Terms of Service in order to use the SEAVUS Service (sometimes referred to as the "Service"), (2) the SEAVUS Privacy Policy, and (iii) certain other agreements that may be presented to you with respect to other elements of the Service or related opportunities, including those where you may click "accept" or "agree" to become a party thereto (each of which are a "Separate Agreement"). If there is any conflict between the terms of a Separate Agreement and this License Agreement, then this Agreement shall control with respect to your use of the API and the terms of the Separate Agreement shall take precedence with respect to the subject matter of such Separate Agreement.

You may wish to save a copy of this License Agreement for your records. In any event, be sure to regularly check this License Agreement for any updates or other changes, which shall be legally binding upon you when we post them (superseding any prior rights and obligations that may apply with respect to the API), whether or not we provide you any other notice of such changes. Your continued use of the API after any update will be deemed to confirm your consent to be bound by, and agreement with, the terms of the new License Agreement. If you disagree with the terms of any new License Agreement, you will need to cease use of the API.

1. Description, Licenses, and Restrictions

1.1 SEAVUS DropMind™ API. The SEAVUS DropMind™ API consists of programmatic web APIs, interface definitions, generated code libraries and associated tools and documentation that allow you to create software application(s) or website(s) (your "Application"), which will create, read, update or delete certain content from

SEAVUS user accounts, including notes, embedded resources, tags, notebooks and saved searches (the "Content").

1.2 Developer API Keys. In order to access the API, you must register for a unique API key from SEAVUS. You will be issued one or more unique security keys, tokens, passwords and/or other credentials (collectively, "Keys"), for accessing the API and managing your account. You may only access the API with the Keys issued to you by SEAVUS. Access may not always be available. You may not sell, transfer, sublicense or otherwise disclose your Keys to any other party or use them with any other Application other than that for which you initially applied for it. You are responsible for maintaining the secrecy and security of your Keys. You are fully responsible for all activities that occur using your Keys, regardless of whether such activities are undertaken by you or a third party. You are responsible for maintaining up-to-date and accurate information (including a current email address and other required contact information) for your account. SEAVUS may discontinue your access to the API if such contact information is not up-to-date and/or you do not respond to communications directed to such coordinates.

1.3 API Modifications. SEAVUS reserves the right to modify the Service and the API, and to release subsequent versions of the API. You may be required to obtain and use the most recent version of the API in order to obtain functionality of your Application with the Service

1.4 Prohibited Uses. Without limiting other restrictions in this Agreement, you agree that: (i) the API may not be used to create Applications that offer or promote services that may be damaging to, disparaging of or otherwise detrimental to SEAVUS or its licensors, licensees, affiliates and partners; and (ii) the API may not be used for or to create Applications that transfer, display or use Content from SEAVUS without the Application creating an additional or distinct benefit for SEAVUS' end users.

1.5 Monitoring Use of the SEAVUS DropMind™ API. You agree to provide us with access to your Application and/or other materials related to your use of the API as reasonably requested by us to verify your compliance with this Agreement. You agree that we may monitor online Applications and you agree not to block or interfere with such efforts by SEAVUS.

1.6 Usage Limitations. SEAVUS may limit the number of network calls that your Application may make via the API, and/or the maximum file size, and/or the maximum Content that may be accessed, or anything else about the API and the Content it accesses as SEAVUS deems appropriate, in its sole discretion; these limitations may on occasion be without notice. In addition, SEAVUS may post usage limitations at the Developers area of its web site, and change such usage limits at any time. In addition to its other rights under this Agreement, SEAVUS may utilize technical measures to prevent over-usage and/or stop usage of the API by an Application after any usage limitations are exceeded.

1.7 Your Display of Content; Attribution and Goodwill. You must clearly and conspicuously attribute the source of all Content as received from the SEAVUS Service. Without limiting the foregoing, if your Application or the use of the Service requests a user to input an SEAVUS username and password, your Application must clearly identify the Service. You may not modify, obscure, delete or otherwise disable the functioning of

links to the Service or SEAVUS or third-party applications or websites, or change the resource associated with any link provided within any Content. Similarly, you may not modify, obscure or delete the text, images, artwork, logos, copyrights or similar proprietary notices or other aspects of any Content that you receive from the API, except that, with respect to graphic images, you may re-size such images while maintaining the same relative proportions of such image. If you display the Content in a way that SEAVUS or, where applicable, a third-party provider of such Content to SEAVUS, finds unacceptable for any reason, including if your display violates this Agreement or it disparages, damages, tarnishes or impairs the value, integrity or goodwill of the Content or its subjects or brands therein, SEAVUS may require that you immediately change or cease your display of such Content. All Content transmitted by SEAVUS in connection with your Application remains the property of the proper owners or licensors thereof. You acknowledge and agree that SEAVUS has no obligation to, and does not, monitor the Content created by users of the Service.

1.8 Appropriate Conduct and Usage Restrictions. You have the right to use the API in a manner as described in API user manual. You agree that you are responsible for your own conduct while using the API and for any consequences thereof. You agree to use the API only for purposes that are legal, proper and in accordance with this Agreement, any Separate Agreement and any applicable policies or guidelines provided by SEAVUS from time to time. You agree that when using the API you will not, directly or indirectly, take or enable another to take any of the following actions: (i) interfere with or disrupt services or servers or networks connected to the Service, or disobey any requirements, procedures, policies or regulations of networks connected to the Service; (ii) restrict or inhibit any user from using and enjoying the Service; (iii) circumvent or modify any Keys or other security mechanism employed by SEAVUS or the API; (iv) request, collect, solicit or otherwise obtain access to sign-in names, passwords or other authentication credentials for SEAVUS, other than by directing users to SEAVUS in the mechanism specifically provided by the SEAVUS API; (v) imply inaccurate creation, affiliation, sponsorship or endorsement of you or your Application as by SEAVUS or of the Content as your own; (vi) use any kind of application or other device to retrieve any portion of the Service or collect information about users for any unauthorized purpose; (vii) create user accounts by automated means or under false or fraudulent pretenses; or (viii) transmit any viruses, worms, defects, Trojan horses or any items of a destructive nature.

1.9. Support and Upgrade - This Agreement entitles the Licensee to a free mail support by contacting SEAVUS at customercenter@dropmind.com. Any other type of support for the APIs, unless Licensee makes separate arrangements with SEAVUS will be charged with certain fees associated with such support. Any such support provided by SEAVUS shall be subject to the terms of this Agreement as modified by the associated support Agreement.

2. Directory

2.1 Establishment. SEAVUS may establish a directory of developers using the API and/or the Applications resulting from developer use of the API (a "Directory"). Whether or not you or your Application is included in such a Directory would be within SEAVUS' sole discretion.

2.2 Submission Requirements. SEAVUS may establish a submission process with certain requirements in order to be included within such Directory, including additional information about and possibly an evaluation version of your Application (which would be provided to SEAVUS free of any fees or subscriptions usually associated with the Application).

2.3 Trademark License. You hereby grant SEAVUS a non-exclusive license to display the trade names, trademarks, service marks, logos, copyright notices, domain names and other distinctive brands associated with you and your Application (the "Licensee Brands") in accordance with this Agreement for the sole purposes of identifying your Application in the Directory and promoting or advertising your use of the API. SEAVUS shall not intentionally modify or distort any Licensee Brands.

3. Proprietary Rights

3.1 SEAVUS Property. As between SEAVUS and Licensee, the API and all intellectual property rights in and to the API are and shall at all times remain the sole and exclusive property of SEAVUS and are protected by applicable intellectual property laws and treaties.

3.2 License Grant. Subject to the terms and conditions in, and only during the term of, this Agreement, SEAVUS grants you the limited, nonexclusive, revocable, non-sublicensable and non-transferable license to access and use the API solely to develop, test, display, distribute and execute your Application; to access and display in your Application the Content obtained through the Service; and to allow others to access your Application. You will not, and will not permit any person, directly or indirectly, to (i) reverse engineer, disassemble, reconstruct, decompile, translate, modify, copy or, other than as explicitly permitted hereunder (except to the extent the foregoing restriction is expressly prohibited by applicable law notwithstanding this limitation), or (ii) create derivative works of the API or the Service, or any aspect or portion thereof, including without limitation, source code and algorithms. You shall not distribute or otherwise disseminate the API by any means or in any form, except as an integral part of your Application.

You may not use the DropMind™ API for commercial purposes without prior written consent given by SEAVUS.

3.3 Brand License. Subject to the terms and conditions in, and during the term of, this Agreement, SEAVUS grants you a limited, nonexclusive, revocable, non-sublicensable and non-transferable license to display the trade names, trademarks, service marks, logos, copyright notices, domain names and other distinctive brands of SEAVUS (cumulatively, the "SEAVUS Brands") in accordance with this Agreement and solely for attributing the source of the API and the SEAVUS Service, and for the purpose of promoting or advertising that you use the API and in your resulting Application. All use by you of the SEAVUS Brands (including any goodwill associated therewith) shall inure to the benefit of SEAVUS.

3.4 Your Warranty, Ownership and License Grants. You represent and warrant that: (i) your Application and the Licensee Brands is your original work or was legally obtained; and (ii) our and our sublicensees' and affiliates' use of your Application and the Licensee Brands as permitted by the licenses granted herein will not violate any third

party's rights. Except to the extent your Application and its content contains SEAVUS Property, SEAVUS claims no ownership or control over your Application or the content sent, posted or displayed through your Application, or any of the Licensee Brands. During the term of this Agreement you hereby grant to us a paid-up, royalty-free, nonexclusive, worldwide, irrevocable right and license, under all of your intellectual property rights, to: (i) use and perform your Application (to the extent you have provided us the means to do so); (ii) link to and direct users to your Application and (iii) sublicense the foregoing rights to our affiliates or any third parties that are working with us as development partners, hosting facilities and in similar capacities in order to enable them to perform their services. Following the termination of this Agreement and upon written request from you, SEAVUS shall make commercially reasonable efforts, as determined in its sole discretion, to remove all references and links to your Application and any Licensee Brands from the SEAVUS website and service. SEAVUS shall have no other obligation to delete copies of, or references or links to, your Application.

3.5 SEAVUS Application Development. You acknowledge and agree that SEAVUS may be independently creating applications, content and other products or services that may be similar to or competitive with your Application and its content, and nothing in this Agreement will be construed as restricting or preventing SEAVUS from creating and fully exploiting such applications, content and other items, without any obligation to you. If you elect to provide us with any Feedback you assign all right, title and interest in and to such Feedback to us, and acknowledge that we will be entitled to use, implement and exploit any such feedback in any manner without restriction, and without any obligation of confidentiality, attribution, accounting or compensation or other duty to account.

4. Privacy and Legal Compliance

4.1 SEAVUS Privacy Policy. SEAVUS' collection and use of personal information from its users and developers is governed by SEAVUS' Privacy Policy. You understand and agree that SEAVUS may access, preserve and disclose your contact information and your Application details if required to do so by law or in a good faith belief that such access, preservation or disclosure is reasonably necessary to comply with legal process or protect the rights, property and/or safety of SEAVUS, its affiliates or partners, the SEAVUS Service users or the general public.

4.2 Your Privacy Policy. For information you obtain from users of your Application, you will, at all times, maintain a high standard privacy policy reasonably consistent with SEAVUS' Privacy Policy. You must clearly post a link to your privacy policy at the point such information is collected. You agree to comply with your privacy policy in the collection, use and storage of such information.

5. Publicity

You are free to promote your Application, including advertising in traditional and online media and communicating with your users about your Application, so long as you do so truthfully and without implying that your Application is created or endorsed in any manner by SEAVUS (or otherwise embellishing your relationship with SEAVUS). For example, you may factually state that your Application is "used with the Service" (during the term of this Agreement), *provided that* your use of any SEAVUS Brands is in compliance with this Agreement. In addition, you must submit to us a copy or image of

any media release or advertising you create including any SEAVUS Brands, and we request that you provided us a copy of any other media release concerning your Application; these should be submitted using our Contact form.

6. Indemnity

Licensee agrees that SEAVUS shall have no liability whatsoever for any use Licensee makes of the API. Licensee shall indemnify and hold harmless SEAVUS from any and all claims, damages, liabilities, costs and fees (including reasonable attorneys' fees) arising from Licensee's use of the API.

7. Disclaimer of Warranties

THE API IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. EXCEPT TO THE EXTENT REQUIRED BY APPLICABLE LAW, SEAVUS AND ITS VENDORS EACH DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE APIs, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INTERFERENCE WITH QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FURTHER, SEAVUS DISCLAIMS ANY WARRANTY THAT LICENSEE'S USE OF THE API WILL BE UNINTERRUPTED OR ERROR FREE.

8. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT SEAVUS, ITS SUBSIDIARIES, AFFILIATES AND LICENSORS, AND OUR AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, COVER OR OTHER INTANGIBLE LOSSES (EVEN IF SEAVUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OF OR THE INABILITY TO USE THE API; (ii) UNAUTHORIZED ACCESS TO, OR THE LOSS, CORRUPTION OR ALTERATION OF, YOUR APPLICATION, TRANSMISSIONS, CONTENT OR DATA; (iii) STATEMENTS OR CONDUCT OF ANY THIRD PARTY USING THE APPLICATION OR THE SERVICE; (iv) SEAVUS'S ACTIONS OR OMISSIONS IN RELIANCE UPON YOUR ACCOUNT INFORMATION AND ANY CHANGES THERETO OR NOTICES RECEIVED THEREFROM; (v) YOUR FAILURE TO PROTECT THE CONFIDENTIALITY OF ANY PASSWORDS OR ACCESS RIGHTS TO YOUR ACCOUNT INFORMATION OR THE ACCOUNT INFORMATION OF ANY USER OF YOUR APPLICATION; (vi) THE ACTS OR OMISSIONS OF ANY THIRD PARTY USING THE APPLICATION OR THE SERVICE; (vii) THE TERMINATION OF AVAILABILITY OF THE API OR THIS AGREEMENT; OR (viii) ANY OTHER MATTER RELATING TO THE API.

9. Confidential Information

The term "SEAVUS Confidential Information" means any information of or relating to SEAVUS that becomes known to you through disclosure, observation or otherwise, and

that either is designated as confidential by SEAVUS or that is not generally known or readily ascertainable to the public, including, without limitation, nonpublic information regarding SEAVUS' API and SEAVUS' products, services, programs, features, data, techniques, technology, code, ideas, inventions, research, testing, methods, procedures, know-how, trade secrets, business and financial information and other activities. All SEAVUS Confidential Information remains the property of SEAVUS, and no license or other right in any SEAVUS Confidential Information is granted hereby. You will not disclose any SEAVUS Confidential Information to any third party, and will take all reasonable precautions to prevent its unauthorized dissemination, both during and after the term of this Agreement. If you are an organization, you will limit your internal distribution of SEAVUS Confidential Information to your personnel and agents who have a need to know, and will take steps to ensure that dissemination is so limited. You will not use any SEAVUS Confidential Information for the benefit of anyone other than SEAVUS. Upon SEAVUS' written request, you will destroy or return to SEAVUS all SEAVUS Confidential Information in your custody or control. In addition to the terms of this provision, you and SEAVUS will continue to be subject to any nondisclosure agreement that you and SEAVUS have entered into separately. This provision will survive any termination of this Agreement.

10. Term and Termination

10.1 Term. The term of this Agreement shall commence on the date upon which You agree to the Agreement and shall continue in force thereafter, unless terminated as provided herein

10.2 SEAVUS Termination. SEAVUS may change, suspend or discontinue the availability of the API, or the functioning of the API with the Service, at any time and without advance notice. Furthermore, SEAVUS may limit, suspend or terminate your use of the API (and your rights under this Agreement) at any time. In addition, this Agreement shall terminate automatically and without notice immediately upon any breach of the terms of this Agreement by you.

10.3 Your Termination. You may terminate this Agreement for any reason or no reason at all, at your convenience, by ceasing your use of the API.

10.5 Survival. Notwithstanding any termination of this Agreement, Sections 3.1, 3.3, 3.5, 4.1, 5 and 6-9, 10.5, 10.6 and 11 shall continue to apply and survive termination.

10.6 Remedies. You acknowledge that your breach of this Agreement may cause irreparable harm to SEAVUS, the extent of which would be difficult to ascertain. Accordingly, you agree that, in addition to any other remedies to which SEAVUS may be legally entitled, SEAVUS shall have the right to seek immediate injunctive relief in the event of a breach of this Agreement by you or any of your officers, employees, consultants or other agents.

11. Miscellaneous

Unless the parties have entered into a written amendment to this agreement that is signed by both parties regarding the DropMind™ API, this Agreement constitutes the entire agreement between Licensee and SEAVUS pertaining to the subject matter

hereof, and supersedes any and all written or oral agreements with respect to such subject matter. This Agreement may be amended only by a writing executed by SEAVUS. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of SEAVUS to act with respect to a breach of this Agreement by Licensee or others does not constitute a waiver and shall not limit SEAVUS' rights with respect to such breach or any subsequent breaches. This Agreement is personal to Licensee and may not be assigned or transferred for any reason whatsoever (including, without limitation, by operation of law, merger, reorganization, or as a result of an acquisition or change of control involving Licensee) without SEAVUS' prior written consent and any action or conduct in violation of the foregoing shall be void and without effect. SEAVUS expressly reserves the right to assign this Agreement and to delegate any of its obligations hereunder.

12. Governing law

This license shall be governed by Swedish law and you agree to submit to the exclusive jurisdiction of the Swedish Courts.