

API License Agreement

This API License Agreement ("Agreement") is an agreement between you/your company, as Licensee ("Licensee") and Time and Date AS, a Norwegian company maintaining its principal place of business at Kanalsletta 4, 4033 Stavanger, Norway ("Timeanddate.com").

This Agreement applies to all content, all usage and services offered by Timeanddate.com in connection with its Application Programming Interfaces (APIs). The Licensee is bound by this Agreement when he uses Timeanddate.com's APIs, the API website, or the API Free Trial offering.

1 DEFINITIONS

API services, API, or APIs:	means one or more Application Programming Interfaces (APIs) offered by Timeanddate.com that can be used to access Timeanddate.com's services and data in a manual or an automated way to include them in the Licensee's products and services.
Data:	means information queried from the API.
Data License:	means the license necessary to access the Data.
Intellectual Property Rights:	means any copyrights, adaptation rights, publishing rights, reproduction rights, rights to communicate to the public, public performances, synchronization rights, rights to be named as creator of the work(s), patents, utility models, design patents, designs, trademarks, trade names, service marks, brands, slogans, commercial symbols, logos, other designations, inventions, trade secrets, know-how and/or any other industrial and/or intellectual property rights, and applications therefore.
Credits:	means tokens representing the right to issue requests towards Timeanddate.com's service endpoints to receive Data in conjunction with a valid Data License. By acquiring a Data License, the Licensee also acquires Credits. They can however be acquired on their own as well. Credits are automatically spent with fulfilled requests.

2 PURPOSE

This Agreement governs Licensee's rights to use and access to the API Service for the purpose of integrating the services into Licensees products and services.

3 LICENSE GRANT

Subject to the terms and conditions of this Agreement, Timeanddate.com hereby grants to Licensee a non-exclusive, non-transferable, non-sub-licensable, royalty bearing, limited license to use the API solely in accordance with this Agreement.

Subject to the terms and conditions of this Agreement, Timeanddate.com hereby grants to Licensee a non-exclusive, non-transferable, non-sub-licensable, limited license to use the Data solely in accordance with this Agreement.

Timeanddate.com shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to incorporate onto the service of the Timeanddate.com API or otherwise use any suggestions, recommendations or other feedback Timeanddate.com receives from Licensee.

4 LICENSE RESTRICTIONS

The license granted by Timeanddate.com under this Agreement is explicitly conditioned on the following:

- a. The Licensee shall only use the API and Data in accordance with the terms and conditions of this Agreement, whether the API is accessed by human input or by automated methods.
- b. The Licensee shall not modify or create derivative works of the API.
- c. The Licensee shall not sublicense, lease, rent, assign, distribute, repackage, rebrand or otherwise transfer or disclose the API or Data except by prior written acceptance of Timeanddate.com.
- d. The Licensee shall not, and shall not attempt to, interfere with, modify or disable any features, functionality or security controls of the API Service or Timeanddate.com.
- e. Under all circumstances, the Data shall be deleted by termination or expiration of the Data License.
- f. The Licensee is fully responsible for his own conduct and content while using the API and Data, and for consequences thereof.
- g. The Licensee shall not use the API or Data for any unauthorized purpose.
- h. Licensee shall not circumvent access protections or limitations installed for accessing the API.

5 DATA LICENSE

Access to Data is granted on the basis of the Data License. Data Licenses are always temporary licenses granted for a limited period of time. The time period starts the moment the Data License is used.

Licensee agrees to pay fees in accordance with the applicable rates and net payment terms available online on Timeanddate.com's API site at the time of ordering, unless otherwise set forth in the applicable order forms. Payment obligations are non-cancelable and fees, once paid, are non-refundable.

Each Data License includes a maximum number of Credits. The Licensee cannot perform more requests against Timeanddate.com's service endpoints than the total number of credits across all its licenses. Credits limits are not bound to a specific Data License.

Timeanddate.com deducts a number of Credits for every HTTP or HTTPS request that is sent to one of our service endpoints by any means. The amount of credits deducted depends on the request and request parameters which is specified in the API documentation. Deduction is done if the request clearly originates from a Licensee (i.e. is presented with valid authentication tokens) and if the request is not answered with an error message.

After the maximum number of Credits has been used or the Credits have expired, the service endpoint may no longer process the Licensee's requests. The Licensee can acquire an extension package. By obtaining an extension package, the Data License can be used until the original validity period expires.

If the Data License is not renewed, the Licensee agrees to delete any received or cached Data received during the license period. By request, Licensee shall confirm such compliance in writing.

Timeanddate.com reserves the right to disable any service after written notice of deprecation has been provided two (2) years in advance to Licensee. Two (2) years after receipt of the written notice of deprecation, any existing Data License for this service is voided.

6 AGREEMENT AND TERMINATION

This Agreement may be updated at any time. Any new version will commence on the date it is accepted by Licensee and continue until terminated or superseded by another updated version.

Either party may terminate this Agreement and close all of Licensee's accounts for any reason upon thirty (30) days written notice to the other party. In this case, Licensee shall pay Timeanddate.com an early termination charge: (a) in case of monthly recurring payments a charge of one hundred percent (100%) of the License(s) multiplied by the number of months remaining in the License term; (b) in case of prepaid payments one hundred percent (100%) of the prepaid amount.

Timeanddate.com may terminate this Agreement and close all of Licensee's accounts in the event Licensee commits any material breach of this Agreement and fails to remedy such material breach within fifteen (15) days after Timeanddate.com provides written notice of such breach to Licensee. Licensee may also terminate this Agreement in the event Timeanddate.com commits a material breach of this Agreement and fails to remedy such material breach within fifteen (15) days after providing written notice of such material breach to Timeanddate.com.

Subject to applicable law, either party may terminate this Agreement immediately and close all of Licensee's accounts by providing written notice in the event of the other party's liquidation, commencement of dissolution proceedings, or any other proceeding relating to a receivership, failure to continue business, assignment for the benefit of creditors, or becoming the subject of bankruptcy.

7 INTELLECTUAL PROPERTY RIGHTS

Timeanddate.com and its suppliers retain sole and exclusive right, title and interest to the API Service and the Data, and the Intellectual Property Rights embodied therein.

8 THIRD PARTY SUPPLIERS

The Licensee acknowledges that Timeanddate.com uses third party suppliers and hosting partners to provide the necessary data, hardware, software, networking, storage technology and related technology required to run the API Service. The Licensee acknowledges to be bound by third party suppliers and hosting partners terms and conditions.

9 OBLIGATIONS OF LICENSEE

The Licensee is obliged to register at Timeanddate.com. The Licensee shall provide its name/the company's name, a valid e-mail address and other information necessary to complete the registration process.

The person who on behalf of the Licensee enters into the Agreement shall be legally entitled to enter into such Agreement with Timeanddate.com.

The Licensee shall not share his license and shall use reasonable efforts to keep access credentials to the API Services in a secure environment at all times.

If the API Service is to be accessed by provisions that are not within Licensees scope, such as but not limited to client web browsers, Licensee is required to use access keys that are, by policy, tailored to the exact application. Licensee is also required to use **one of the supported secure authentication**

methods for this purpose. Licensee shall not disclose the secret keys associated with Licensees access keys.

10 AVAILABILITY AND ACCURACY

Timeanddate.com provides an interface to its services via the internet. Timeanddate.com is not responsible for service outages caused by third parties providing telecommunication and internet connections.

The API may be inaccessible or inoperable at specific times for any reason, including, without limitation: hardware malfunction, software malfunction, maintenance procedures, repairs or for other reasons beyond reasonable control of Timeanddate.com or not reasonably foreseeable by Timeanddate.com. Timeanddate.com shall have no liability for such inaccessibility or inoperability.

The Licensee acknowledges that Timeanddate.com is not, and is not affiliated with, an authority or any other institution providing any of the Data but obtains the Data from a variety of sources. Timeanddate.com is thus dependent on authorities publishing changes and can only incorporate changes in Data after they have been published.

The Licensee acknowledges that Data from the API may be incorrect for politically disputed jurisdictions. Timeanddate.com strives to have a neutral opinion in these cases and does not warrant adopting a specific opinion.

Timeanddate.com uses third party suppliers and hosting partners to provide the necessary data, hardware, software, networking, storage technology and related technology required to run the service. Timeanddate.com cannot be held responsible for the actions, omissions and behavior of these third parties in connection with the service, including, but not limited to, incomplete or inaccurate data.

11 WARRANTY DISCLAIMER

Timeanddate.com and/or its third party suppliers cannot guarantee that the API or Data is error-free, secure or stable, or that the API or Data is accurate, complete or correct, or that the Licensee's use of the API or Data will provide a specific result.

The API and Data is provided "AS IS" without warranty of any kind.

To the extent permitted by law, Timeanddate.com and its suppliers disclaim all warranties regarding the API and the Data provided hereunder, either expressed or implied, statutory or otherwise, including without limitation warranties of functionality, fitness for a particular purpose or non-infringement.

12 LIMITATION OF LIABILITY

The total and maximum liability of Timeanddate.com to the Licensee, under any provision of this Agreement or any transaction contemplated by this Agreement shall in no event exceed five thousand Euros (€ 5,000.00).

TIMEANDDATE.COM OR ITS SUPPLIERS SHALL NOT HAVE ANY LIABILITY TO LICENSEE, ITS AFFILIATES, SUBSIDIARIES, SALES REPRESENTATIVES, END USERS OR ANY OTHER THIRD PARTY, FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF PRODUCTION, LOSS OF PROFIT, LOSS OF CONTRACT AND LOSS OF GOODWILL, HOWEVER CAUSED AND WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHER THEORY OF LIABILITY EVEN IF THE PARTY OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13 PRIVACY

Timeanddate.com collects information from submitted data requests, including but not limited to: originating IP address, time of request, queried service, used user profile, used access key. This information is used for billing, generating statistics, improving the services and to revealing fraudulent transactions.

Timeanddate.com follows the rules and regulations of the General Data Protection Regulation (GDPR) laid out by the European Union, as well as the California Consumer Privacy Act (CCPA) laid out by the State of California.

Collected information is stored and processed on servers that are distributed globally.

Timeanddate.com may share your information with our agents, processors, or contractors for the sole purpose of fulfilling purchase orders. In no other cases shall personal information be disclosed to third parties by Timeanddate.com.

Timeanddate.com reserves the right to share aggregate statistical information with third parties.

Timeanddate.com may disclose your information if required to do so by law, court order, other governmental authority, or Timeanddate.com believes that doing so is required to identify or contact someone who may be injuring or interfering with the rights or property of Timeanddate.com or a user of the API.

14 WAIVER

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision. The waiver of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach.

15 COMPETENT FORUM AND GOVERNING LAW

Any and all disputes arising out of the rights and obligations in this Agreement shall be submitted to ordinary court proceedings. The parties accept the Stavanger City Court as their exclusive legal venue under this Agreement.

This Agreement shall be governed by Norwegian law, without giving effect to principles of conflict of laws and the stipulations set forth herein to be construed in accordance with same.