

1. API Access

1. IXON will provide an application-ID to enable Customer usage of the API, within 6 business days after the Start Date of the agreement between Customer and IXON, or, if the signed contract is received later, a commensurate number of days later.
2. Subject to the terms outlined below, the Terms of Use of IXON, any agreement between Customer and IXON, and applicable law, IXON grants Customer a limited, non-exclusive, non-assignable, non-transferable, and revocable license to access and use the API, and to build integrations between the API and other software applications, websites, or products (collectively, "applications") for Customer's business purposes.
3. IXON may change, amend or terminate these terms at any time. Changes that only refer to grammar, sentence structure, punctuation or factual information may be made by IXON without notification to you. In case of other, substantive, changes, we will notify you of the amendment in writing (which includes email and in-product notifications) at least 14 days before the effective date of the adjusted Terms of Use.
4. If Customer violates aforementioned restrictions or laws, IXON can terminate Customer's API license. If the API license is terminated due to violation of above mentioned terms, payment will still be due for the remainder of the Agreement. Furthermore, Customer is liable for any damages IXON suffers because of Customer's breach.
5. These Terms shall also apply to any third parties and end users to whom Customer grants API access. Therefore, Customer is responsible for ensuring that third parties and end users comply with these terms. Customer will be held accountable for any actions taken by such third parties and end users accessing the API as if they were the actions of Customer itself.
6. When purchasing the module API/Integrations, Customer is entitled to a test company containing the same modules as purchased by the Company ID associated with the API/Integrations purchase. The test company is strictly limited to use for testing purposes. If the test company is used for any other purposes, the customer shall be charged the applicable list price for the relevant modules.

2. Using the API

1. The documentation for the API can be accessed at <https://developer.ixon.cloud/>. It provides a comprehensive guide on utilizing the API effectively and creating integrations with other applications. However, it is important to note that certain aspects of the API may not be documented. Given that these undocumented aspects of the API may change at any time, Customer shall not rely on these behaviors.
2. IXON, at its sole discretion, establishes and enforces usage limits for the API. These limits may be modified by updating the API documentation periodically.
3. Customer is prohibited from attempting to surpass or bypass the restrictions on access, calls, or other forms of API utilization. Furthermore, Customer must not use the API excessively, in an abusive manner, or in any way that fails to comply with the guidelines outlined in the API documentation.
4. Customer is prohibited from:
 - (i) using the API to replicate or compete with core products or services offered by IXON;

- (ii) selling access to or sublicensing the API for third-party use;
 - (iii) transmitting malware or any other computer program that may cause damage, interfere with, intercept, or unlawfully appropriate any system or data;
 - (iv) reverse-engineering or attempting to extract the source code from the API or any other IXON product or service;
 - (v) caching or storing Customer Data accessed through the API for periods longer than reasonably necessary for the operation of Customer's application;
 - (vi) engaging in deceptive, misleading, illegal, unethical activities, or any activities that may harm the API, IXON, IXON's customers, or the public;
 - (vii) conducting penetration tests or vulnerability scans on the API or other IXON systems or networks without prior written permission from IXON.
5. IXON reserves the right to:
 - (i) modify the API and require Customer to utilize the updated versions in the future;
 - (ii) independently develop products or services that may compete with Customer's Application.
 6. IXON may monitor Customer's use of the API to ensure quality, improve IXON's products and services, and verify Customer's compliance with the Terms. Upon IXON's request, Customer shall assist IXON in such efforts by providing information about Customer's Application and storage of Customer data, which may also include providing access to Customer's Application and other materials related to Customer's use of the API.

3. Confidentiality

1. Customer is obligated to maintain the confidentiality of all API access credentials, passwords, and tokens.
2. Customer must take reasonable measures to prevent and discourage unauthorized use of their credentials by third parties. Customer will be held accountable for any actions taken by such third parties and end users accessing the API as if they were the actions of Customer itself.
3. Customer is liable for all damages resulting from breaking the confidentiality.

4. Intellectual property rights

1. Customer acknowledges and agrees that IXON holds all legal right, title, and interest in and to the API, including any Intellectual Property Rights associated with it. The term "Intellectual Property Rights" encompasses rights granted by patent law, copyright law, trade secret law, trademark law, and any other proprietary rights. IXON retains all rights not expressly granted to Customer.
2. Customer shall only use IXON trademarks (including but not limited to the IXON name and logo):
 - (i) as provided by IXON
 - (ii) in connection with Customer's Application;
3. Upon request by IXON, Customer must immediately cease the use of IXON trademarks.
4. Customer is prohibited from using IXON trademarks in a disparaging, misleading, or confusing manner, including suggesting a partnership, sponsorship, endorsement, or approval by IXON.