

App Engine Terms

Version: 2nd of December, 2024

1. IXON will grant Customer access to implement their custom made components in the IXON Cloud. The implementation shall take place in accordance with the reasonable instructions and requirements of IXON. This may include following a standardized process on IXON's website in order to provide IXON with the information reasonably necessary to implement the feature.
2. IXON will not change, check or alter the by Customer delivered code and/or components. IXON is not responsible for any faults in the delivered code and/or components, and can't be held accountable for damages resulting from these faults.
3. IXON, at its sole discretion, establishes and enforces usage limits for the App Engine. These limits may be modified by updating the App Engine documentation periodically.
4. Customer must develop its code itself. IXON has no obligation to help Customer develop the code for a custom component.
5. 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.
6. When purchasing the module App Engine, Customer is entitled to a test company containing the same modules as purchased by the Company ID associated with the App Engine 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.

1. SDK license

1. IXON hereby grants Customer a limited license to use the SDK exclusively for developing components for the IXON Cloud. This license is worldwide, non-assignable, non-exclusive, and non-sublicensable.
2. Customer may not use the SDK for developing components on other platforms or creating another SDK.
3. Customer acknowledges that IXON owns all legal rights, including Intellectual Property Rights, associated with the SDK. "Intellectual Property Rights" refers to rights under patent law, copyright law, trade secret law, trademark law, and any other proprietary rights. IXON reserves all rights not expressly granted to Customer.
4. Customer may not use the SDK for any purpose not expressly permitted by these Terms, or any other agreement between parties. Customer is prohibited from copying (except for backup purposes), modifying, adapting, redistributing, decompiling, reverse engineering, disassembling, or creating derivative works of the SDK or any part thereof.
5. Customer understands that the form and characteristics of the provided SDK may change without prior notice, and future SDK versions may be incompatible with components developed using previous versions. IXON has the discretion to cease providing the SDK (or any of its features) permanently or temporarily, without prior notice to Customer.
6. Customer is prohibited from using the SDK to replicate or compete with core products or services offered by IXON.

7. Customer agrees to not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the SDK.
8. Customer does not acquire any rights whatsoever to use IXON's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

2. Creating Components for the IXON Cloud

1. Customer agrees to develop components solely for purposes permitted by these terms, any agreement between IXON and Customer, as well as applicable laws, regulations, and accepted practices or guidelines in relevant jurisdictions. This includes compliance with laws governing the export of data or software to and from the EU or other relevant countries.
2. Customer is only allowed to create components for Customer's own business purposes.
3. Customer agrees to not engage in any activity with the created component(s), including the development or distribution of an component, that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any third party including, but not limited to IXON.
4. Customer acknowledges that they are solely responsible for any data, content, or resources that Customer creates, transmits, or displays through the IXON Cloud and/or components for the IXON Cloud. Customer assumes all consequences of their actions, including any loss or damage suffered by IXON, and accepts that IXON has no responsibility to Customer or to any third party for aforementioned data, content or resources.
5. Customer also acknowledges their sole responsibility for any breach of obligations under these terms, any applicable contracts or Terms of Service, as well as any applicable laws or regulations. Customer bears the consequences, including any loss or damage suffered by IXON or any third party, resulting from such breaches.
6. IXON reserves the right to cease support for components developed by Customer:
 - in the event of termination of this Agreement.
 - if Customer breaches any provision of these Terms.
7. IXON may monitor Customer's use of the component(s) to ensure quality, enhance products and services, and verify compliance with these Terms.
8. IXON reserves the right to independently develop products or services that may compete with Customer's component(s).

3. Third party components

1. By utilizing the SDK or developing IXON Cloud components to execute components created by a third party that interact with data, content, or resources provided by another third party, Customer acknowledges and agrees that IXON holds no responsibility for said components, data, content, or resources. Customer understands that any data, content or resources accessed through such third-party components are the sole responsibility of the originating entity, and IXON cannot be held accountable for any losses or damages incurred by Customer as a result of utilizing or accessing those third-party components, data, content, or resources.
2. Customer must be mindful that the data, content, and resources presented to them through such third-party components may be protected by intellectual property rights owned by the providers or other individuals or companies acting on their behalf. Customer is prohibited from modifying, renting, leasing, loaning, selling, distributing, or creating derivative works

based on these data, content, or resources, either in whole or in part, unless explicit permission has been granted by the relevant owners.

3. Customer acknowledges that the use of such third-party components, data, content, or resources may be subject to separate terms established between Customer and the relevant third party. In such instances, this Agreement does not impact Customer's legal relationship with these third parties.

4. Intellectual Property Rights

1. IXON acknowledges that it does not acquire any rights, titles, or interests from Customer in relation to the software components developed by Customer, including any intellectual property rights associated with those components.

5. Liability

1. Customer acknowledges and agrees that any use of the SDK is Customer's sole responsibility and at Customer's own risk.
2. Any loss of data or any other damages resulting from (mis)use of the SDK, will be at Customer's own risk. IXON bears no liability for usage of the SDK, and won't be liable for damages of any kind.