



DE-CIX API Terms of Use

This agreement ("DE-CIX API Terms of Use") between API Partners (DE-CIX Customers implementing and using the DE-CIX API) and DE-CIX Management GmbH and its affiliates ("DE-CIX") applies to API Partners' use of DE-CIX's Application Program Interface ("DE-CIX API"). By using the API, API Partners agree to these DE-CIX API Terms of Use.

1. API Partners' Limited License to Use the DE-CIX API

DE-CIX grants API Partners a non-sublicensable, non-transferable, non-exclusive, spatially and temporally limited, revocable license to access and use the DE-CIX API to create applications that comply with these DE-CIX API Terms of Use.

2. DE-CIX API Agreement Acceptance and Changes

DE-CIX reserves the right to change these DE-CIX API Terms of Use at any time.

3. Partners' Privacy, Intellectual Property, and Security Obligations

- a) API Partners shall keep the API Partner's application, site, and any DE-CIX user data secure. This also means API Partners shall comply with all applicable laws, including intellectual property, privacy, and commercial laws. API Partners shall also comply with all of DE-CIX policies, including the DE-CIX Privacy Policy.
- b) API Partners acknowledges and agree that, between DE-CIX and API Partners, DE-CIX is the sole owner of all rights, title, and interest in and to the DE-CIX API, the API Data, and DE-CIX trademarks. DE-CIX reserves all rights, title, and interest in and to the API, the API Data, and the DE-CIX trademarks, including, without limitation, any and all worldwide copyright, patent, trademark, trade secrets, and other intellectual property rights therein, except for the rights and licenses expressly granted hereunder.
- c) DE-CIX and API Partners shall comply with all applicable data protection regulations and enter into data protection agreements, such as a Joint Controllership Agreement or a Data Processing Agreement, if and to the extent legally required.

4. Use of the DE-CIX API

DE-CIX expects API Partners' use of the DE-CIX API to be a positive experience for all users. In particular, API Partners may not:

- Circumvent any security features or technical limitations of the API.
- Use API or member data with a third-party advertising or marketing platform, whether or not it is aggregated API.
- Modify the DE-CIX API in any way.
- Transmit spam, unsolicited marketing communications, or any other content that violates DE-CIX's policies.
- Upload, post, collect, or store API User ID and password combinations.
- Otherwise attempt to harm or damage DE-CIX or DE-CIX API Partners.

5. Up-to-Dateness and Availability

- a) DE-CIX assumes no warranty for the correctness and up-to-dateness of the content of the data included in the DE-CIX API database.
- b) The DE-CIX API shall be available at least 90% percent of the time on a monthly average. Through the performance of necessary maintenance work and improvements, it can happen that, for a short period of time, some functions will not be available because they are being serviced or improved.

6. IT-Security and Stability

- a) API Partners acknowledges that it is in the interests of both parties for DE-CIX to maintain secure and stable systems. Therefore, DE-CIX reserves the right to modify the method of accessing the features of the DE-CIX API if this is necessary to maintain or improve the operative stability and security of the API system.
- b) API Partners agrees that DE-CIX may suspend the API Partner's access to the DE-CIX API temporarily in the event of any deterioration or instability of its system, or in the event of an emergency, if this is necessary to minimize risks to the DE-CIX systems and to maintain the operative stability and security of the DE-CIX systems. DE-CIX shall inform the API Partner without delay of any such necessary suspension of access.

- c) In the event that API Partners security systems (e.g., firewall) are compromised, API Partners shall inform DE-CIX without delay by email (support@de-cix.net). In this regard, API Partners shall also inform DE-CIX concerning whether and to what extent DE-CIX is affected by this security problem or could be affected, in the estimation of API Partners.

7. Indemnification of DE-CIX

- a) API Partners shall indemnify DE-CIX, its employees, and vicarious agents and the companies affiliated with DE-CIX upon first demand against any claims asserted by third parties against DE-CIX based on
- (a) any use of the granted rights by the API Partner in breach of contract;
 - (b) any use of DE-CIX user data by API Partners in breach of contract or in violation of the law.
- b) The costs for DE-CIX's legal defense against such claims, including reasonable attorneys' fees, are also included in this indemnity claim.
- (a) DE-CIX shall grant the API Partner the right to control the investigation, defense, and settlement of such a third-party claim to the extent permitted under the law. Under no circumstances may the API Partner conclude a settlement agreement or issue an acknowledgement that affects DE-CIX's rights or interests without DE-CIX's prior written approval.
 - (b) This shall not affect any other claims or rights of the parties.

8. Limitation of Liability

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS OF USE, NEITHER DE-CIX NOR ITS AFFILIATES MAKE ANY SPECIFIC PROMISES ABOUT THE DE-CIX API. DE-CIX DOES NOT MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE APIS, THE SPECIFIC FUNCTIONS OF THE APIS, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. DE-CIX PROVIDES THE DE-CIX API "AS IS".

TO THE EXTENT PERMITTED BY LAW, DE-CIX EXCLUDES ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

9. Termination

- a) DE-CIX may suspend or immediately terminate these API Terms of Use, any rights granted herein, and/or API Partners' license to the DE-CIX APIs, at their sole discretion at any time, for any reason. API Partners may terminate these API Terms of Use at any time by ceasing API Partners' access to the DE-CIX APIs.
- b) Upon termination, all licenses granted herein immediately expire and API Partners must cease use of the DE-CIX API. API Partners must also comply with DE-CIX instruction to return or delete any data accessed or obtained through the DE-CIX APIs, unless expressly permitted by DE-CIX or prohibited by law. Neither party will be liable to the other for any damages resulting solely from termination of these API Terms of Use.

10. Miscellaneous

- a) The usage of the DE-CIX API is governed by the laws of the Federal Republic of Germany, with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- b) If the API Partner is a merchant, a legal entity under public law, or a public investment fund, the courts of Frankfurt am Main, Germany shall have jurisdiction over all disputes arising from or in relation to these Terms of Use.