

## **API/XML TERMS**

These API/XML Terms form a part of the Agreement between the parties and specify additional terms and conditions applicable to the API and XML. Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.

### **Use of the API, XML and Data.**

- 1. License.** Subject to the terms and conditions of these API/XML Terms, during the Term Revel hereby grants to Customer a limited, non-exclusive, revocable, non-transferable, non-sublicensable right to use: (a) the API (in object code form only), in the form provided by Revel; and (b) the XML (in object code form only), in the form provided by Revel solely for Customer's internal business purposes in connection with Customer's authorized use of the Revel POS Platform during the Term.
  - a. License Restrictions.** Customer shall not, (a) modify, copy or create any derivative works based on the API or XML; (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the API or XML available to any third party unless such third-party has signed the Partner Access Letter in the form attached hereto as Attachment 1, and provided Revel with a fully executed version of the applicable Partner Access Letter. Executed Partner Access Letters should be sent via email to [legal@revelsystems.com](mailto:legal@revelsystems.com). Notwithstanding the foregoing, Revel reserves the right, in its sole discretion, to refuse third party access to its API or XML for any reason; (c) reverse engineer or decompile any portion of the API or XML; (d) access the API or XML in order to build any competitive or commercially available product or service; (e) copy any features, functions, integrations, interfaces or graphics of the API or XML; or (f) use the API or XML in violation of applicable laws.
  - b.** Customer acknowledges and agrees that the Data may include confidential information of Consumers, and that such Data will require a special degree of care and adequate security measures. Customer shall comply with all privacy laws and all other laws, rules and regulations that may apply to the Data.
  - c.** Customer shall indemnify, defend and hold harmless Revel, its Affiliates, and their respective employees, officers, and directors from and against all expenses, damages, claims, suits, actions, judgments, liabilities and costs whatsoever (including attorneys' fees), whether or not litigation is actually commenced, arising out of, or in any way connected with these API/XML Terms.
- 2. Audits**
  - a. Audits.** Customer shall maintain complete and accurate records relating to Customer's use of the API, XML and Data during the Term and for a period of three (3) years after the Agreement expires or is terminated for any

reason. Revel has the right to audit and inspect Customer's records to ensure compliance with these API/XML Terms once every twelve (12) months.

- 3. IP Ownership.** Revel will retain title and ownership of the API, XML and the Revel POS Platform, and to all related intellectual property rights. No licenses or other rights which are not expressly granted in these API/XML Terms are intended to or will be granted or conferred to any party hereto, or to any third party, by implication, statute, inducement, estoppel or otherwise, and each party hereby reserves all of its rights other than the rights explicitly granted in these API/XML Terms.
- 4. Disclaimer.** THE API AND XML ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. REVEL SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.
- 5. API Credentials**

Once Revel receives a fully executed Partner Access Letter and otherwise approves such third party's access to the API (an "Authorized Third Party"), or in the event required by the Customer, Revel shall assign a confidential API key for use with the Revel API ("API Credentials"). The API credentials must be stored on a secure server with controlled access, firewall and intrusion detection, network monitoring and other reasonable requirements as may be communicated to the Authorized Third Party or Customer in writing from time to time. For distributed applications, the API Credentials must be concealed or encrypted to prevent unauthorized access and/or use. Further, any Authorized Third Party and Customer hereby agree to communicate with Revel's servers using the API Credentials through a Secure Sockets Layer ("SSL") or other Revel approved protocol.

Revel may change the API Credentials from time to time. Modifications of the API Credentials may affect API access and may require Customer and or an Authorized Third Party to make changes, at its own cost, to continue to be compatible with or interface with the Revel API. The API Credentials are the property of Revel. The API Credentials may not be sold, transferred, sublicensed or otherwise disclosed to unauthorized third-parties. Customer and/or the Approved Third Party must contact Revel immediately if it reasonably believes that an unauthorized third-party is using the API Credentials or if the API Credentials are otherwise disclosed, lost or stolen.

Attachment 1

Partner Access Letter

Effective Date:

Revel Systems, Inc.  
303 2<sup>nd</sup> Street, Suite 550  
San Francisco, CA 94107  
Attn: General Counsel

Re: API/XML Access Terms

To Whom It May Concern:

As of the Effective Date, \_\_\_\_\_ (“Partner”) agrees to be bound by the terms and conditions of the API/XML Access Terms by and between Revel Systems, Inc., and \_\_\_\_\_ dated \_\_\_\_\_, as if it were an original party thereto.

Partner Name & Address:

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Sincerely,

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_