



## Developer License Agreement

This Developer License Agreement (the “**Agreement**”) is entered into between you (“**Developer**”) and SugarCRM Inc. (“**Sugar**”), and gives Developer access to certain materials, content, and software (“**Developer Tools**”) to create its own online applications, integrations, connectors, or anything created using the Developer Tools that interoperate with, compliment, or extend the functionality of Application Services (“**Developer Apps**”). As used herein “**Application Services**” means collectively, the Sugar business application suite(s) and add-on modules.

BY CLICKING A CHECK BOX OR BUTTON OR EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT, OR BY ACCESSING DEVELOPER TOOLS, DEVELOPER ACCEPTS AND AGREES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH SUGAR MAY CHANGE FROM TIME TO TIME IN ITS SOLE DISCRETION. DEVELOPER REPRESENTS AND WARRANTS THAT IT HAS THE AUTHORITY TO ACCEPT THIS AGREEMENT AND IF DEVELOPER IS AGREEING ON BEHALF OF A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, DEVELOPER CERTIFIES THAT IT HAS THE AUTHORITY TO BIND THAT ENTITY TO THE TERMS OF THIS AGREEMENT. IF DEVELOPER DOES NOT HAVE SUCH AUTHORITY, OR IF DEVELOPER DOES NOT AGREE TO THIS AGREEMENT, DEVELOPER MAY NOT USE THE DEVELOPER TOOLS AND MUST IMMEDIATELY STOP USAGE OF DEVELOPER TOOLS.

### 1. Developer Tools

1.1. **Access.** Subject to the terms and conditions of this Agreement, Developer will have a worldwide, non-exclusive, nontransferable, non-sublicensable, limited right to access and use Developer Tools solely to create Developer Apps and will have no right to use Developer Tools for any other purpose. To access Developer Tools, Developer must register for an online development account. When registering for Developer Tools, Developer may be required to submit information about itself. Developer must keep this information accurate and up to date at all times. Any information provided will be subject to this Agreement and Sugar’s Privacy Policy, currently available at <https://www.sugarcrm.com/legal/privacy-policy/>. Sugar may use the information provided to contact Developer about Sugar’s relevant content, products, Application Services, and information about or changes to Developer Tools.

1.2. **Restrictions.** Developer shall not, nor permit any third party to, directly or indirectly: (i) commercially distribute or sell Developer Apps unless authorized to do so pursuant to a separate written agreement with Sugar; (ii) access or use Developer Tools if Developer is a competitor of Sugar without Sugar’s prior written consent; (iii) attempt to discover any source code of Application Services, modify Application Services, or use unauthorized modified versions of Application Services, (iv) create Developer Apps or other software that circumvent any functionality in Application Services; (v) sublicense, resell, rent, lease, distribute, commercialize or otherwise transfer rights or usage to Developer Tools to any third party for any reason; (vi) remove or alter any copyright, trademark or proprietary notices in Developer Tools or Application Services; (vii) access or use Developer Tools or Application Services for purposes of building a competitive or similar product or service or copy any features, functions, graphics or the user interfaces of any Application Services for any purpose other than what is expressly authorized in this Agreement; (viii) reverse engineer, decompile or modify any encrypted or encoded portion of Developer Tools or Application Services; or (ix) use or modify Developer Tools or Application Services in any way that would subject Developer Tools or Application Services, in whole or in part, to Open Source Software.

1.3. **Functionality.** Sugar reserves the right, without prior notice, to change or discontinue all or any portion of Developer Tools at any time, and improve, extend, add to or remove Developer Tools or any functionality or features included therein, including related documentation or services that Sugar may offer in connection with Developer Tools at any time and that future versions of Developer Tools may be incompatible with Developer Apps developed on previous versions of Developer Tools.

1.4. **Security.** Developer will have in place and will maintain throughout the Term appropriate security measures designed to protect and secure Developer Tools, Application Services, and Developer Apps from accidental or unlawful destruction, loss, alteration, and unauthorized disclosure of, or access and preserve the confidentiality and security of all data transmitted, stored or processed by Developer Tools, Application Services, and Developer Apps, or received in connection therewith, in accordance with the requirements as set forth in the Developer Policy, which Sugar may update or modify from time to time, currently available at [https://support.sugarcrm.com/Resources/Developer\\_Policy/](https://support.sugarcrm.com/Resources/Developer_Policy/) (“**Developer Policy**”).

### 2. Proprietary Rights

2.1. **Sugar Ownership.** All rights, title, and interest in and to Developer Tools and Application Services, including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works thereto, are owned exclusively by Sugar2 or its licensors. Developer grants Sugar a royalty-free, worldwide, perpetual, irrevocable, transferable right to use, modify, distribute and incorporate into Developer Tools and Application Services (without attribution of any kind) any suggestions, enhancement request, recommendations, proposals, correction or other feedback or information provided by Developer. Any rights in Developer Tools or Application Services or Sugar’s intellectual property not expressly granted herein by Sugar are reserved by Sugar.

2.2. **Developer Ownership.** All rights, title, and interest in and to Developer Apps, including without limitation all intellectual property rights therein and all modifications, extensions, customizations, scripts or other derivative works thereto, which do not incorporate Developer Tools or Application Services, are owned exclusively by Developer. Notwithstanding the foregoing, in consideration of the licenses granted to Developer by Sugar herein, Developer agrees not to directly or indirectly use any patents to prevent third parties from developing products or services using the Developer Tools or offering or distributing such developed products or services. In addition, Developer covenants not to assert against Sugar or other partners, developers, and end users using Developer Tools or Application Services any patent reduced to practice by Developer in exercising the rights or licenses granted by Sugar pursuant to this Agreement.

### 3. Term and Termination; Suspension

3.1. Term. This Agreement commences on the date Developer accepts this Agreement and continues for one year and will automatically renew and continue to renew for one-year periods (collectively, the “**Term**”) unless either party terminates in accordance with Section 3.2.

3.2. Termination. Either party may terminate this Agreement without cause at any time upon written notice.

3.3. Suspension for Ongoing Harm. Sugar may suspend Developer’s access to or use of Developer Tools or Application Services if Sugar believes: (a) there is a significant threat to the functionality, security, integrity, or availability of Developer Tools or Application Services; (b) Developer is accessing or using Developer Tools to commit an illegal act; or (c) Developer is using Developer Tools in violation of Section 1.2. When reasonably practicable and lawfully permitted, Sugar will provide Developer with advance notice of any such suspension. Sugar will use reasonable efforts to re-establish Developer Tools promptly after Sugar determines the issue causing the suspension has been resolved. Developer agrees Sugar will not be liable to Developer or any other third party for any suspension pursuant this Section.

3.4. Effect of Termination. Upon expiration or termination of this Agreement, the rights granted to Developer and its access to Developer Tools and Application Services hereunder will be immediately revoked. Sugar will make Developer Apps available to Developer upon Developer’s written request received within 90 days following termination or expiration of the applicable Agreement. Sugar will delete or destroy all copies of Developer Apps following such 90-day period, except as otherwise required by law.

3.5. Surviving Provisions. Sections 1.2, 2, 3, 4, 5, 6, 7, and 8 will survive the termination or expiration of this Agreement.

### 4. Confidentiality

4.1. Confidential Information. “**Confidential Information**” means all private, proprietary, or otherwise confidential information disclosed by a party (“**Discloser**”) to the other party (“**Recipient**”) that should reasonably have been understood by Recipient, because of legends or other markings, or the circumstances of disclosure or the nature of the information itself, to be proprietary and confidential to Discloser or to a third party. Any product evaluation, benchmarking or other comparative analysis of either Developer Tools or Application Services by Developer is deemed Confidential Information of Sugar. Confidential Information does not include information: (a) already known to the Recipient through no wrongful act of Recipient or its agents or the party that disclosed it to Recipient, (b) already in the public domain through no wrongful act of the Recipient or its agents, or (c) that is independently developed by Recipient without reference to any Confidential Information disclosed hereunder.

4.2. Ownership. Confidential Information disclosed under this Agreement is and will remain Discloser’s sole property. Recipient will not disclose Discloser’s Confidential Information other than in accordance with this Agreement and will use the same degree of care used to protect its own confidential or proprietary information of like importance, but in any case, using no less than a reasonable degree of care.

4.3. Representatives. Recipient may allow access to Confidential Information received hereunder to its affiliates, subsidiaries, sister companies or entities, related entities, parent entities (collectively referred to herein as “**Affiliates**”) and their respective directors, officers, employees, consultants, contractors, and agents (“**Representatives**”) who have a need to know, for the purpose of this Agreement, and who are directed to protect the received Confidential Information from unauthorized use and disclosure. Recipient will (i) take appropriate actions by instruction, agreement or otherwise, with their respective Representatives who are permitted access to Discloser’s Confidential Information or any part thereof in accordance with this Agreement, to inform them of this Agreement and to direct them to comply with the terms expressed herein; (ii) not disclose to any person or entity other than their respective Representatives who are permitted access to Discloser’s Confidential Information or any part thereof in accordance with this Agreement, any derivative work product or papers produced by Recipient containing Confidential Information, without the prior written consent of the Discloser; and (iii) be responsible for disclosure by any of its Representatives not in accordance with the terms of this Agreement as if such disclosure had been by Recipient itself.

4.4. Disclosure. Recipient will promptly notify Discloser in writing of any disclosure of Confidential Information in violation of this Agreement, and of any subpoena, demand, court order, or other legal demand requiring disclosure of Confidential Information in sufficient time for Discloser to seek to prevent such disclosure.

### 5. Warranties and Disclaimer

5.1. Mutual Warranty. Each party represents it has validly entered into this Agreement and has the power and authority to do so.

5.2. Developer Warranties. Developer represents and warrants to Sugar: (i) it is duly organized, validly existing and in good standing under the laws of the state or jurisdiction of its domicile and is in good standing in each other jurisdiction in which such qualification is required by law; (ii) it complies, and shall continue during the term to comply, with all applicable laws, regulations, and rules of the United States, any other government or governmental authority having jurisdiction over its performance under or in connection with the activities covered by this Agreement; (iii) it has the power and authority to execute and deliver this Agreement, and to perform its obligations under this Agreement; (iv) the Developer Apps and any material used in connection with Developer Tools or provided by Developer to Sugar does not, and will not, infringe any third party rights; (v) all information provided by Developer or its authorized representatives relating to Developer, Developer’s business, Developer Apps is true, accurate, and complete; (vi) Developer Apps will not contain or constitute any profanity, pornography, or material which creates a hostile environment; (vii) Developer will maintain, and strictly comply with, the terms of its privacy policy and all other applicable laws related to the Developer Apps and will not violate the privacy rights of any third party; (viii) the Developer Apps are free of any and all viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs; and (ix) it will at all times comply with the Developer Policy.

5.3. DISCLAIMER. DEVELOPER TOOLS AND APPLICATION SERVICES ARE PROVIDED “AS IS” WITHOUT ANY WARRANTY OF ANY KIND. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SUGAR DOES NOT MAKE ANY STATUTORY, EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. DEVELOPER ASSUMES ALL RESPONSIBILITY AND RISK FOR ITS USE OF DEVELOPER TOOLS.

## 6. Indemnification

6.1. Indemnity by Developer. Developer will defend and hold harmless Sugar, its Affiliates, and its and their respective officers, directors, employees, agents, attorneys (collectively, **Sugar Indemnitees**) from and against all third party claims that Developer or Developer Apps (i) infringe a third party's patent, trademark, copyright, or any other intellectual property right, (ii) violate applicable law, (iii) the development, maintenance, implementation, or sale of Developer Apps, or (iv) the violation of a privacy right of a third party, and Developer will indemnify Sugar against damages and costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction, or paid in a settlement of the claim approved in writing by Sugar.

## 7. Limitation of Liability

7.1. Limitation on All Damages. TO THE MAXIMUM EXTENT ALLOWABLE BY LAW, SUGAR WILL NOT BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, INTERRUPTION OF BUSINESS, DOWNTIME, LOST PROFITS OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL SUGAR'S TOTAL LIABILITY TO DEVELOPER UNDER THIS AGREEMENT EXCEED IN AGGREGATE ONE HUNDRED DOLLARS. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS SECTION IS AN ESSENTIAL ELEMENT OF THIS AGREEMENT AND THAT IN ITS ABSENCE THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT. THIS SECTION IS SEVERABLE AND WILL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

7.2. Scope of Limitations on Liability. THE LIMITATIONS SET FORTH IN THIS SECTION 7 WILL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY ON WHICH CLAIMS ARE BROUGHT.

## 8. General

8.1. Export Compliance. Developer Tools and Application Services are subject to certain export control laws and regulations, including those of the United States Government. As may be reasonably necessary for Sugar to comply with such laws, Developer agrees to cooperate with Sugar's attempts to secure any legally required export licenses and authorizations. Developer agrees to make Developer records available to Sugar upon reasonable request to permit Sugar to confirm Developer's compliance with its obligations as set forth in this Section. Developer will not permit anyone to use Developer Tools who is in any U.S. embargoed country or region or who is on a U.S. government sanctioned or denied party list. Developer represents and warrants it is not named on any U.S. government sanctioned or denied party list.

8.2. US Government Rights. Each of the software components that constitute Developer Tools were fully developed at private expense and is a "commercial item" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Developer is an agency of the U.S. Government or any contractor therefor, Developer receives only those rights with respect to Developer Tools as are granted to all other developers, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other U.S. Government customers and their contractors. All other uses are prohibited, and no ownership rights are conferred.

8.3. Assignment. This Agreement will inure to benefit and bind the parties hereto, their successors and assigns; provided neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, except in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of the party's assets. In the case of an assignment permitted under this Section, the assigning party agrees to notify the other party hereto in writing and to ensure the assignee agrees in writing to the terms of this Agreement. Notwithstanding the foregoing, Developer may not assign its rights or interest in this Agreement to a competitor of Sugar (as determined by Sugar in its sole discretion).

8.4. Relationship of the parties; No Third-Party Beneficiaries. The parties hereto are independent entities. Nothing in this Agreement or any attachment hereto creates or will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. This Agreement is not made for the benefit of any third parties.

8.5. Disputes; Arbitration. Disputes between the parties will be finally resolved by binding arbitration. The parties agree arbitration will be administered under the auspices of the American Arbitration Association or JAMS. Any arbitration will take place in Santa Clara County, California. To the extent permitted by law: (i) arbitration will be conducted by a single arbitrator and in the English language; (ii) each party to the arbitration will pay its own costs and expenses (including attorney's fees) in connection with the arbitration; (iii) the arbitrator's fees and the administrative expenses of the arbitration will be paid equally by the parties thereto; (iv) the arbitrator will not have the power to award punitive damages; and (v) the prevailing party will be entitled to an award of its reasonable attorneys' fees and costs associated with the arbitration. An arbitration award will be enforceable in a court of competent jurisdiction over the parties.

8.6. Exceptions. Notwithstanding the foregoing, any (a) request by Sugar for injunctive relief will be brought before a court of competent jurisdiction and not through arbitration, nor will an arbitrator have the authority to issue injunctive relief, (b) legal actions commenced as debt recovery purposes for amounts due hereunder, or actions for infringement or violation of Sugar's intellectual property rights, and (c) claim of breach of Section 5 hereof will be separately brought before and decided by a court of competent jurisdiction; the parties hereby voluntarily waive a trial by jury of all such claims.

8.7. Notices. Notices regarding this Agreement will be in writing and addressed to Developer at the email address or mailing address it provides, or, in the case of Sugar, to [legal@sugarcrm.com](mailto:legal@sugarcrm.com). Any non-renewal or termination notice by Developer under Section 3.2 must be directed to [developers@sugarcrm.com](mailto:developers@sugarcrm.com).

8.8. Force Majeure. Neither party will be liable to the other for any delay or failure to perform hereunder (excluding payment obligations which may be delayed but not excused) due to circumstances beyond such party's reasonable control, including acts of God, acts of government, pandemic, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party's employees), service disruptions involving hardware, software or power systems not within such party's reasonable control, and denial of service attacks.

8.9. Entire Agreement. This Agreement represents the entire agreement of the parties concerning the subject matter thereof and is intended to be the final expression of the parties' agreement and intent. This Agreement supersedes all prior and contemporaneous agreements, proposals, requests for proposals (RFP's) or responses thereto, and representations, whether written or oral. The parties agree any terms or conditions stated or referenced in or on a document or documents other than this Agreement that contradict this Agreement are null and void. No amendment or waiver of any provision of the Agreement will be effective unless in writing and signed by both parties.

8.10. Severability; Construing; Counterparts. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions will remain in effect. The parties expressly agree this Agreement will not be construed against either party as the drafter. This Agreement may be executed in counterparts.

8.11. Analysis. Sugar may collect, use, process, store, and analyze diagnostic and usage related content from computers, mobile phones or other devices that Developer uses to access Developer Tools to create and/or compile anonymized and aggregated statistics about Developer Tools and how developers and users use them. Diagnostic and usage related content may include, but is not limited to, log-in information, IP addresses, internet service, location, type of browser, modules, APIs and features that are used and/or accessed, and licensing, system and service performance data.