**Version 2.9**
**September 14, 2015**


**SITELINK API**
**LEGAL DISCLAIMER, TERMS OF USE AND LEGAL RESTRICTIONS**
**("Agreement")**

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ATTENTION: READ THE TERMS OF USE STATED IN THIS AGREEMENT CAREFULLY BEFORE USING THE API OR THIS SERVICE. USING THIS SERVICE INDICATES THAT YOU ACCEPT THE TERMS OF THIS AGREEMENT. IF YOU DO NOT ACCEPT THE TERMS OF USE AS STATED IN THIS AGREEMENT, DO NOT USE THIS SERVICE. BY INTERACTING IN ANY WAY WITH SITELINK OR ITS API, INCLUDING BUT NOT LIMITED TO MAKING API CALLS, YOU OR THE ENTITY OR COMPANY THAT YOU REPRESENT ("USER") UNCONDITIONALLY CONSENTS AND AGREES TO BE BOUND BY AND A PARTY TO THE TERMS OF USE STATED IN THIS AGREEMENT.

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USER SHALL REVIEW THE TERMS OF USE STATED IN THE FORM OF THIS AGREEMENT ON SITELINK'S WEBSITE (APILICENSE.SITELINK.COM) EACH TIME USER ACCESSES THE API OR SERVICES SO THAT USER IS AWARE OF ANY CHANGES, AS THEY ARE BINDING ON USER. EACH USER SHALL DISTRIBUTE A COPY THIS AGREEMENT TO EACH PERSON INVOLVED IN USING OR ACCESSING THE API OR SERVICE ON BEHALF OF USER AND CONFIRM THEIR ACCEPTANCE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. SITELINK RESERVES THE RIGHT TO REVISE THE TERMS OF USE AS STATED IN THIS AGREEMENT AT ANY TIME AND TO POST SUCH REVISED AGREEMENT ON ITS WEBSITE. USE OF THE API OR THIS SERVICE FOLLOWING THE POSTING OF ANY CHANGES TO THE TERMS OF USE STATED IN THIS AGREEMENT CONSTITUTES ACCEPTANCE OF SUCH CHANGES.

ANY PERSON OR ENTITY ACCESSING THE API OR SERVICE ON BEHALF OF A USER IS SEVERALLY BOUND AS A USER BY THE TERMS OF THIS AGREEMENT AND IS LIABLE TO SITELINK FOR ALL OF THE OBLIGATIONS OF A USER AS DESCRIBED IN THIS AGREEMENT.

      This Agreement shall govern the use by the User (and any person or entity acting on behalf of User) of the Application Programming Interface ("API") of SITELINK SOFTWARE, LLC, a North Carolina limited liability company ("SiteLink"). This Agreement explains the terms of use upon which transactions through the API between User and SiteLink will take place and the parties' responsibilities toward each other.

**1. SERVICE DETAILS**

SiteLink has developed and markets an online collection of products and services called SiteLink Web Edition ("SLWE") which assists storage facilities to manage their business by allowing third parties, such as web developers and kiosks, to access data and perform transactions such as making reservations and accepting payments ("Service"). SiteLink administers its Service through its API. Use by User of SiteLink's Service constitutes acceptance of all terms of this Agreement. If User does not agree to be bound by the terms and conditions of this Agreement, User is prohibited from using SiteLink's API or Service.

**2. SERVICE APPLICATION**

Users intending to access, or who are accessing, the SiteLink API to serve 100 or more store locations are required to complete the application located at (http://apilicenseapplication.sitelink.com). Users in this category of service are required to obtain written permission to access the SiteLink API above the issuance of an API license key and acceptance of this agreement and the conditions of the license key request form.

**3. SERVICE FEE**

SiteLink reserves the right to charge User for the API and Service via a monthly access or other service fee as determined by SiteLink in its sole discretion.

**4. LICENSED USES**

The SiteLink API is owned by SiteLink. SiteLink shall license to User on a worldwide, non-exclusive, non-sublicensable and non-transferable basis use of its Service on the terms and conditions set forth in this Agreement. Use of SiteLink's Service is limited to less than 100 stores defined by physical locations unless otherwise allowed by written permission from SiteLink. SiteLink's Service shall not be resold. These terms define legal use of the SiteLink's API, all updates, revisions, substitutions, and any copies of the SiteLink's API made by or for User. All rights not expressly granted to User are reserved by SiteLink.

**5. UNAUTHORIZED/RESTRICTED USE**

Upon the discovery of any unauthorized use or copying of SiteLink's Service, User will immediately notify SiteLink. If User is at fault in any way for such unauthorized use or copying, User may be responsible for the costs of the legal proceedings incurred by SiteLink.

Furthermore, User shall:

A. Limit API calls used to update facility or unit status to only once every fifteen (15) minutes per facility, with storage facilities being identified by logon credentials containing a combination of Corporate Code and Location Code;

B. Limit total API calls to each Corporate Code and Location Code combination to 1,000 calls per day (across ALL API integrations per owner). Any usage overages will be billed directly to User;

C. Restrict Reporting API calls to only the period 10PM Eastern US Time to 6AM Eastern US Time. API calls for reports is limited to one call per report per Corporate Code and Location Code combination per night;

D. Limit API access to a single development test site (Corporate Code = CCTST) and such corporate codes in which User has been explicitly granted written permission;

E. Abide by any demand by SiteLink for User to supply source code or pseudo-code identifying API method calls and timing for SiteLink's inspection;

F. Abide by SiteLink's right to restrict usage to a subset or the entirely of its API;

G. Not use SiteLink's API for any application or service that replicates or attempts to replace the essential user experience of SiteLink Management Software, API or Service;

H. Not attempt to cloak or conceal User's identity or User's application's identity when requesting authorization to use the SiteLink API;

I. Not use SiteLink's API with any application that constitutes, promotes or is used in connection with: spyware, adware, or other malicious programs or code; counterfeit goods and/or items subject to U.S. embargo; unsolicited mass distributions of e-mail ("spam"), actions intended to mislead search engines into ranking some pages higher than they would otherwise deserve ("web spam") multilevel marketing proposals, direct marketing and/or telemarketing activities; hate materials; libelous, defamatory, obscene, pornographic, abusive or otherwise offensive content; or stolen products and/or items used for theft;

J. Not use SiteLink's API or Service in any manner or for any purpose that violates any law or regulation, any right of any person, including but not limited to intellectual property rights, rights of privacy, or rights of personality;

K. Not use SiteLink as a generic image hosting service for banner advertisements, graphics, photos, etc.;

L. Not use SiteLink's API in a manner that adversely impacts the stability of SiteLink's servers or adversely impacts the behavior of other applications using SiteLink's API;

M. Not modify, adapt, reverse engineer, decompile, sell, lease or sublicense SiteLink's API or access thereto or derive revenue from the use or provisions of SiteLink's API, except as expressly permitted in this Agreement;

N. Not use SiteLink's API in an effort to "mine" data;

O. Not use SiteLink's API to distribute or share data, or to collect data (other than identifying identifications), including specifically but not being limited to User updating or creating its own database of business listing information for use by itself or others;

P. Not store or share tenant or prospective tenant email addresses, credit card information, and other personal information, facility occupancy, vacancy, pricing, and other facility information (other than facility addresses and contact information), or any other information sent or received from SiteLink's API;

Q. Not cache, record, pre-fetch, or otherwise store any portion of SiteLink's API, or attempt or provide a means to execute any "bulk download" operations, provided however, that User may cache data in volatile working memory on servers for performance and speed improvements;

R. Not compete directly, or through an affiliate company, or through related third party with SiteLink or with affiliated SiteLink companies SiteLink Merchant Services, LLC and SMD Software, Inc. For purposes of this Agreement "related third party" shall include, but not be limited to, User's other vendors or service providers;

S. Not operate or use the API or Service in a manner that conflicts with the interests of  SiteLink; or in a manner detrimental to the reasonable business interests of SiteLink, SiteLink Merchant Services, LLC or SMD Software, Inc.; or in conflict with the services provided by SiteLink, SiteLink Merchant Services, LLC or SMD Software, Inc..

T. Not share or allow others to use the API access credentials such as user name, password or license key.

U.  Shall use API access credentials that uniquely identify User and shall not reuse other Users' credentials.

V.  Shall not use API or Service for payments using stored credit card or bank account information without SiteLink's written permission.

## 6.   CONFIDENTIAL INFORMATION

User agrees that User will exercise a reasonable level of care and discretion to prevent and restrain the use, disclosure, or reproduction of SiteLink's Confidential Information, and User shall not disclose Confidential Information to any third-party without SiteLink's express prior written consent. "Confidential Information" means nonpublic information that SiteLink discloses to User. Confidential Information includes, but is not limited to, the SiteLink API specification, information in tangible or intangible form relating to all information sent or received from SiteLink's API, including cached data; released or unreleased products or Service; the marketing or promotion of any of SiteLink's products or Service; SiteLink's business policies or practices; and information received from others that SiteLink is obligated to treat as confidential. Confidential Information does not include any information that User can prove by a preponderance of the evidence: (i) is or subsequently becomes publicly available without User's breach of any obligation under this Agreement; (ii) became known to User prior to disclosure under this Agreement; (iii) became known to User from a source other than SiteLink other than by the breach of an obligation of confidentiality owed to User; or (iv) is independently developed by User without reference to the Confidential Information as demonstrated by the written records of the User. This obligation shall survive the termination of User's account with SiteLink and for three (3) years thereafter.  This survival period shall be extended by any period of time during which the User was in breach of its obligations under this Section.

User further acknowledges that: (a) compliance with this paragraph on Confidential Information is necessary to protect the SiteLink's business and goodwill; (b) a breach of such paragraph will irreparably and continually damage SiteLink; and (c) an award of money damages will not be adequate to remedy such harm. Consequently, User agrees that, in the event it breaches or threatens to breach any of these covenants, SiteLink shall be entitled to: (i) a temporary restraining order and preliminary or permanent injunctions in order to prevent the continuation of such harm; (ii) such money damages, insofar as they can be determined, including, without limitation, all reasonable costs and attorneys' fees incurred by SiteLink in enforcing the provisions of this Agreement; and (iii) restrictions and limitations on the continued use of the API as determined by SiteLink. User agrees to waive any applicable bond requirement that may be a prerequisite to obtaining any such injunctive relief. Nothing in this Agreement, however, shall prohibit SiteLink from also pursuing any other remedy in law or equity.

## 7.   INDEMNIFICATION

User agrees to defend, indemnify, and hold harmless SiteLink, its advertisers, licensors, subsidiaries, and other affiliated companies, and their employees, contractors, officers, agents, and directors from all liabilities, damages, losses, claims, and expenses, including attorneys' fees, that may arise from, out of, or related to any use of the API or Service, to include specifically but not to be limited to User's misuse of data, or any violation of this Agreement. User further agrees to indemnify, defend and hold SiteLink harmless from any transactions processed by SiteLink on behalf of User that are fraudulent in nature. By way of example, these fraudulent transactions could result from, but are not limited to, misrepresentations to SiteLink or from the use of stolen or misappropriated credit cards or personal information.

## 8.    TERMINATION

Any and all licenses granted to User in this Agreement shall terminate automatically without notice if User fails to comply with any provisions of this Agreement. SiteLink may change, suspend, or discontinue all or any aspect of the Service, including its availability, at any time, for any reason whatsoever, and SiteLink reserves all rights to discontinue User's access to the API, and may change, suspend, discontinue, or terminate User's use of the API, at SiteLink's sole discretion, at any time, for any reason, with or without notice, without obligation, without repayment and without liability.

## 9.    USER IDENTIFICATION AND LICENSE KEY

As a condition to access to the SiteLink API or using SiteLink's Service, The issuance of an API license key does not constitute permission to access the SiteLink API.  User shall identify itself by providing its company name, a contact name with email address and the name of the SiteLink customer for whom the SiteLink Service is used.

The SiteLink API license key is a unique identifier of the User and is required authentication for accessing SiteLink API web services. User is restricted to using a single API license key.  The API license key is confidential and is equivalent to a personal login and password. User is solely responsible for keeping it secure and not shared or distributed without SiteLink's written permission.  The SiteLink API license key is issued solely by SiteLink and is not assignable or transferable.  SiteLink reserves the right to invalidate User's API license key and stop access to the web service at any time.

The API License Key is required to be used on every SiteLink API call.  The API License Key is passed in conjunction with the Corporate Username parameter which exists for all API method calls.  The structure for this parameter should be the Corporate Username appended by 3 colons (":::") appended by the API License Key.

It is not permitted to use other SiteLink sites, such as those used for sales having corporate Code "DEMO" for testing API calls.  The following credentials shall be used for API testing.

Corporate Code: CCTST

Location Code: Demo

Corporate Username: Administrator:::APPEND_YOUR_API_LICENSE_KEY_HERE

Corporate  Password: Demo

## 10.    USER'S CUSTOMERS, AGENTS AND SUBSIDIARIES

SiteLink is not obligated to provide customer support to User, its agents or subsidiaries; User shall be responsible for the acts and omissions of User's customers, agents and subsidiaries. If User provides training and/or technical support to User's customers, agents and subsidiaries, it must be reasonable. SiteLink is not responsible for providing technical support to User's customers, agents and subsidiaries. User is required to have User's customers, agents and subsidiaries comply with this Agreement.

Upon request, User shall fully disclose to SiteLink in Microsoft Excel format all the names, addresses and SiteLink Corporate Codes of User's customers that use SiteLink's Service

## 11.    CONFLICTS OF INTEREST

User shall expressly disclose in writing to SiteLink the details of any conflicts of interest or potential conflicts of interest User may have within ten business days after such conflicts arise.

## 12.    PRIVACY

User agrees to be bound by the privacy policy of SiteLink as promulgated from time to time in its dealings with customers and others. Failure to comply with such privacy policy will be deemed a material breach of this Agreement.

## 13.    NOTICES

User agree that all notices (except for notices concerning breach of this Agreement) from SiteLink to User may be posted on SiteLink's website and will be deemed delivered within fifteen (15) days after posting. Notices concerning breach will be sent either to the email address User has on file with SiteLink or mailed first class postage to the postal address User has on file with SiteLink. In both cases, delivery shall be deemed to have been made five (5) days after the date sent. Notices from User to SiteLink shall be made when personally delivered or

deposited, postage prepaid, via certified mail, return receipt requested, of the United States properly addressed to the appropriate party at the address set forth below:

SiteLink Software, LLC

PO Box 19744

Raleigh, North Carolina 27619

Delivery shall be deemed to have been made by User to SiteLink five (5) days after the date sent.

## 14. NO SOLICITATION

While User or any of its affiliates are a user of the API and for a period of three years after termination of User's account with SiteLink, User agrees that User will not directly or indirectly through its affiliates (i) solicit SiteLink's employees with proposals to hire them as User's employees or contractors, or (ii) employ or engage as an independent contractor or otherwise any employee of SiteLink.

## 15. REPRESENTATION AND WARRANTIES

User warrants that all information provided by User as part of the registration process is complete and accurate. User also warrants that each transaction User makes is being done in good faith and that User has no knowledge of it infringing upon or conflicting with the legal rights of a third party or a third party's rights, trademark or trade name.

User agrees that SiteLink makes no representations or warranties of any kind in connection with this Agreement and specifically makes no guaranty to User against the possibility of objection to, or challenge of, any Service that is provided by SiteLink.

## 16. DISCLAIMER OF WARRANTIES

User understands that SiteLink cannot and does not guarantee or warrant that the API and the Service will be free of viruses or other destructive code. User is responsible for implementing sufficient procedures and checkpoints to satisfy its particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to the Services for any reconstruction of any lost data. SITELINK WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY

HARMFUL MATERIAL THAT MAY INFECT USER's COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO USER's USE OF THE API, THE SERVICE OR ITEMS OBTAINED THROUGH THE SERVICE OR TO YOUR DOWNLOADING OF ANY MATERIAL RELATED TO THE API, THE SERVICE, OR ON ANY WEBSITE LINKED TO THE API OR SERVICE.

USER'S USE OF THE API, SERVICE OR ITEMS OBTAINED THROUGH THE SERVICE IS AT USER'S OWN RISK. THE API, SERVICE OR ITEMS OBTAINED THROUGH THE SERVICE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER SITELINK NOR ANY PERSON ASSOCIATED WITH SITELINK MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE API OR SERVICE. WITHOUT LIMITING THE FOREGOING, NEITHER SITELINK NOR ANYONE ASSOCIATED WITH SITELINK REPRESENTS OR WARRANTS THAT THE API, THE SERVICE, OR ITEMS OBTAINED THROUGH THE API OR SERVICE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE API OR SERVICE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE API OR SERVICE OR ITEMS OBTAINED THROUGH THE API OR SERVICE WILL OTHERWISE MEET USER'S NEEDS OR EXPECTATIONS.

SITELINK HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

17.     **LIMITATION ON LIABILITY**

IN NO EVENT WILL SITELINK, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR DAMAGES

OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH USER'S USE, OR INABILITY TO USE, THE API OR SERVICE OR ITEMS OBTAINED THROUGH THE API OR SERVICE, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

## 18. INTELLECTUAL PROPERTY RIGHTS

The API and Service and their entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof), are owned by the SiteLink, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws.

This Agreement permits User to use the API and Service for its use as expressly permitted herein during the term of this Agreement. User shall not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit the API or Service except as expressly permitted herein.

If User prints, copies, modifies, downloads or otherwise uses or provides any other person with access to any part of the API or Service in breach of this Agreement, User's right to use the API and Service will cease immediately and User shall, at SiteLink's option, return or destroy any copies of the materials User has made, which shall be the sole and exclusive property of SiteLink; User hereby irrevocably assigns any rights User may have in such materials to SiteLink and agrees to execute such documents as are reasonably necessary to effectuate such assignment. No right, title or interest in or to the

API or Service or any content related thereto is transferred to User, and all rights not expressly granted are reserved by the SiteLink.

Any use of the API or Service not expressly permitted by this Agreement is a breach of this Agreement and may violate copyright, trademark and other laws.

## 19. MODIFICATION

This Agreement is subject to change. SiteLink reserves the right to modify the Agreement and the Service at any time, without notice except as provided on the SiteLink website.

## 20. ASSIGNMENT

User may not assign User's rights or duties under this Agreement to another without the express written consent of SiteLink. SiteLink may assign its rights and obligations under this Agreement without notice.

## 21. SEVERABILITY

If any of the terms or conditions of this Agreement or the policies, rules and guidelines incorporated herein shall be deemed for any reason unenforceable, that term or condition shall be deemed severed and shall not affect the validity and enforceability of any remaining condition.

## 22. APPLICABLE LAW

To the fullest extent permitted by law, this Agreement and any claim or dispute arising out of or relating to this Agreement (whether contractual or non-contractual in nature, including claims in tort or for breach of any government requirement) shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to its choice of law principles. Except as otherwise prohibited by law, any claim or dispute must be brought within one (1) year from the date such cause of action arises. Any claim or dispute arising out of or relating to this Agreement shall be subject to the exclusive jurisdiction of state or federal courts located in Wake County, North Carolina, and User hereby consents and submits to the personal jurisdiction of such courts. If any party commences an action against the other party, the prevailing party shall be entitled to recover from the other party reasonable attorneys' fees, costs (whether otherwise taxable or recoverable) and expenses incurred.

**23.    COMPLETE AGREEMENT**

This Agreement as well as any additional SiteLink policies as shown on the SiteLink website at www.sitelink.com, together with all modifications thereto as they are made from time to time, constitute the complete and exclusive agreement between User and SiteLink concerning User's use of SiteLink's Service, and supersedes and governs all prior proposals or other communications. By using SiteLink's Service, User acknowledges that User has read, understood, and agrees to be bound by all terms and conditions of this Agreement and any other policies or agreements made part of this Agreement by reference, as well as any new, different or additional terms, conditions or policies which SiteLink may establish from time to time, and any agreements that SiteLink is currently bound by or will be bound by in the future.  The provisions of Sections 6, 7, 14, 16, 17, 21, 22 and 23 shall survive the termination of User's SiteLink account.