



# API Terms

These API Terms (the "**API Terms**") govern Customer's access to and use of any application programming interface made available by Joblogic (an "**API**") and any Model Context Protocol server or equivalent functional server made available by Joblogic (an "**MCP Server**") in connection with the Services, as contemplated by Section 13.9 (API Terms) of the Joblogic Master Services Agreement (the "**Agreement**"). References to the "API" in these API Terms include the MCP Server except where a provision expressly applies only to one or the other. These API Terms are incorporated into, and form part of, the Agreement. Capitalized terms used but not defined in these API Terms have the meanings given to them in the Agreement. In the event of any conflict between these API Terms and the Agreement, these API Terms shall govern as it relates to the use of the API.

By accessing or using the API, Customer agrees to these API Terms on behalf of itself and its Users. If Customer does not agree to these API Terms, Customer must not access or use the API.

Joblogic may update these API Terms from time to time in accordance with Section 13.8 (Entire Agreement) and the amendment provisions of the Agreement. The then-current version of these API Terms will be made available to Customer, and Customer's continued use of the API following any update will constitute acceptance of the updated API Terms.

## **1. License; Restrictions.**

**1.1 License Grant.** Subject to the terms of the Agreement and these API Terms, Joblogic grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right during the applicable Order Term to access and use the API solely to interface Customer's own applications or systems (including AI-powered applications, large language model agents, and similar tools) with the Services, for Customer's internal business operations, and subject to the Documentation. All rights not expressly granted to Customer under these API Terms are reserved by Joblogic.

**1.2 API Keys.** Joblogic will issue Customer one or more application identification credentials ("**API Keys**") to authenticate Customer's access to the API as contemplated by this Agreement. There are two categories of API Key:

(a) **Development Keys.** Upon Customer's request and completion of Joblogic's registration process, Joblogic will issue Customer one or more development API keys ("**Development Keys**"). Development Keys may be used solely to develop, build, and internally test Customer Integrations in a non-production environment, and must not be used to process live or production data or to operate Customer Integrations in a production environment.

(b) **Production Keys.** Once Customer has completed development of a Customer Integration using a Development Key, Customer shall submit the Customer Integration to Joblogic for review and approval in accordance with such process as Joblogic may specify from time to time. Following Joblogic's written approval of a Customer Integration (such approval not to be unreasonably withheld), Joblogic will

issue Customer one or more production API keys for that approved Customer Integration ("**Production Keys**"). Production Keys may be used solely to operate the approved Customer Integration in a production environment in connection with the Services. Joblogic may revoke a Production Key if the associated Customer Integration is materially modified from the version approved by Joblogic, in which case Customer must resubmit the modified integration for approval before a new Production Key will be issued.

(c) **Registration.** Customer must provide accurate registration information, must incorporate the applicable API Key (whether a Development Key or Production Key) into any application that accesses the API as instructed by Joblogic, and is solely responsible for the confidentiality and security of its API Keys. Customer shall not permit any third party to use their API Keys and shall not attempt to generate or obtain API Keys other than through Joblogic's registration process. Customer must not share, disclose, or transfer any API Key to any third party without Joblogic's prior written consent.

(d) **Approved Scope.** Joblogic's approval of a Customer Integration under Section 1.2(b) may specify the API endpoints, scopes, methods, data fields, and Call volumes that the Customer Integration is permitted to use (the "Approved Scope"). Customers shall not access and shall ensure that there is no Customer Integration or Permitted Contractor access, any endpoint, scope, method or data field outside the Approved Scope, and shall request and maintain only the minimum permissions necessary for the approved functionality. Customer shall promptly request removal of any permission that is no longer necessary. Any access outside the Approved Scope constitutes a material breach of these API Terms.

**1.3 Call Volume and Availability.** Joblogic may, in its reasonable discretion, limit the number or frequency of calls or data requests Customer's applications make to the API ("**Calls**"), and may throttle, suspend, or restrict Calls that it reasonably determines are excessive, abusive, or otherwise inconsistent with the Documentation. Joblogic may modify, update, suspend, or discontinue all or any part of the API at any time, provided that Joblogic will make reasonable efforts to notify Customer in advance of any change that is reasonably likely to have a material adverse effect on Customer's use of the API.

**1.4 Usage Restrictions.** Customer shall not, and shall not permit any User or third party to: (a) access or use the API other than through a validly issued API Key (as applicable) and only in accordance with the scope of the applicable credential category as described in Sections 1.2 (API Keys); (b) sell, lease, sublicense, transfer, or otherwise make the API available to any third party for the benefit of that third party; (c) modify, adapt, translate, or create derivative works based on the API; (d) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, underlying ideas, or algorithms of the API, except to the extent such restriction is prohibited by applicable law; (e) remove, obscure, or alter any proprietary notices contained in or on the API; (f) use the API, any API Key, the Documentation or any API Output to develop, operate, market, commercialize or make available any product, service, module, add-on or integration that competes with, is designed to replace or bypass, materially overlaps with, or acts as a commercial substitute for the Services or any module, add-on or separately chargeable feature of the Services, or

whose purpose or effect is to facilitate the migration of any Joblogic customer away from the Services, in each case without Joblogic's prior written consent; or (g) use the API in any manner that violates applicable law or infringes the rights of any third party. For purposes of this Section 1.4, "API Output" means any data, records, content or other information that Customer, any User, or any Customer Integration receives, retrieves, extracts or otherwise obtains from the Services through the API, together with any copy, extract, derivative, aggregation, index or summary of the foregoing. In addition, Customer shall not, and shall not permit any User, Permitted Contractor or third party to: (h) perform, or permit any person to perform, bulk or mass extraction of API Output, or bulk or mass creation, modification or deletion of records within the Services, other than by means of the bulk endpoints and within the volumes expressly provided for in the Documentation and the Fair Use Policy; (i) issue Calls at a rate or volume materially in excess of that reasonably required to operate the approved Customer Integration for Customer's internal business operations, or at a rate materially in excess of that which a human user could produce in the same period using the standard interface to the Services; (j) scrape, crawl, spider, mine, harvest, index or systematically download API Output, whether by automated means or manual processes; (k) request, retrieve or retain more API Output than is reasonably necessary for the documented functionality of the approved Customer Integration; (l) permit any AI system, agent, robotic process automation or other automated process to determine autonomously which API endpoints to call, what API Output to request, or what records to create, modify or delete, except within predefined operations falling inside the Approved Scope; (m) use the API to create, modify or delete records in the Services by means of any automated or AI-driven process without prior human review and confirmation, unless Customer has notified Joblogic in writing of the specific workflow, that workflow falls within the Approved Scope, and Customer accepts responsibility for its results; (n) integrate any AI system with the API without disclosing that integration to Joblogic at registration and promptly on any subsequent integration; (o) use API Output, or permit API Output to be used, to train, fine-tune, evaluate, benchmark, or otherwise develop or improve any machine learning model, neural network, large language model or other artificial intelligence system, or to generate synthetic data derived from API Output, in each case without Joblogic's prior written consent; (p) aggregate or combine API Output with data relating to any other Joblogic customer, or derive, publish, sell or distribute any benchmark, index, market analysis, trend data or statistical insight from API Output, whether relating to one Joblogic customer or several; or (q) permit any competitor of Joblogic to access the API, any API Key, the Documentation or any API Output, whether directly or indirectly. Joblogic may impose additional conditions, volume limits or approval requirements on any Customer Integration incorporating an AI system. This Section 1.4 applies regardless of whether the relevant system is proprietary, open source or operated by a third party, and regardless of whether Customer develops it for its own use or for the benefit of another person.

**1.5 Suspension.** Joblogic may suspend Customer's access to the API, in whole or in part, immediately and without prior notice where Joblogic reasonably believes that Customer's use (a) breaches Sections 1.4(h) to (q), Section 1.6 (Permitted Contractors), or the Fair Use Policy; (b) poses a security, availability, performance, legal, regulatory or commercial risk to Joblogic, the Services, or any other customer; or (c) is necessary to prevent a security incident. In any other case, Joblogic will give Customer at least two (2) days' prior notice of

the suspension. Joblogic will notify Customer promptly following any suspension made without prior notice and will restore access once the relevant circumstances are resolved to Joblogic's reasonable satisfaction. This Section 1.5 does not limit Joblogic's rights of suspension under Section 6.4 (Suspension) of the Agreement.

**1.6 Permitted Contractors.** Customer may permit a third party to access the API on Customer's behalf only where: (a) Joblogic has approved that third party in writing (a "Permitted Contractor"); (b) the Permitted Contractor has accepted Joblogic's then-current Developer Terms directly with Joblogic; (c) the Permitted Contractor accesses the API using API Keys issued by Joblogic to that Permitted Contractor, and not using Customer's API Keys; and (d) the Permitted Contractor is engaged by Customer under a written agreement imposing obligations at least as protective of Joblogic's rights as these API Terms. Customer remains fully responsible and liable for the acts and omissions of each Permitted Contractor as if they were Customer's own. Customer shall on request provide Joblogic with a list of its Permitted Contractors and the scope of their access.

**1.7 Fees.** Access to the API is included within Customer's subscription up to the Call volumes and usage thresholds set out in the Fair Use Policy. Use more than those thresholds is chargeable at Joblogic's then-current published API rates, invoiced in accordance with the Agreement. Joblogic may introduce or amend API fees on not less than thirty (30) days' written notice.

**1.8 Fair Use Policy.** Customer shall comply with Joblogic's Fair Use and Service Quotas Policy (the "Fair Use Policy"), as published and updated by Joblogic from time to time, which is incorporated into and forms part of these API Terms. In the event of any conflict between these API Terms and the Fair Use Policy in relation to Call volumes, rate limits, or enforcement mechanisms, the Fair Use Policy shall prevail. Joblogic may revise the Fair Use Policy from time to time by posting an updated version and providing notice in accordance with the preamble to these API Terms; Customer's continued use of the API following such notice constitutes acceptance of the updated Fair Use Policy.

## 2. Customer Integrations.

**2.1 Rights to Customer Integration.** Subject to the terms and conditions of the Agreement and these API Terms, Customer hereby grants to Joblogic a non-transferable, non-exclusive, royalty-free license to internally use any product or service that uses the API (a "**Customer Integration**") solely for (a) testing and certifying interoperability between the Customer Integration and the Services, and (b) providing Support. Title to and ownership of the Customer Integration, and all patents, copyrights and property rights applicable thereto, shall at all times remain solely and exclusively with Customer.

**2.2 Testing.** Joblogic may use third party tools or applications to test Customer Integration. Joblogic may require Customer to make modifications or corrections to the Customer Integration based on the results of these tests. Failure to make corrections or modifications may result in the termination of Customer's rights to use the API for that Customer Integration and/or these API Terms.

**2.3 Questionnaires.** Joblogic may provide Customer at any time with questionnaires, assessments, or surveys regarding the Customer Integration. Customers will respond promptly and accurately to any such questionnaires, assessments, or surveys. Failure to respond promptly and accurately may result in the suspension or termination of Customer's right to use the API for that Customer Integration.

**2.4 Monitoring, Records and Verification.** Joblogic may monitor Customer's use of the API, including Call volumes, endpoints accessed, and patterns of access, to verify compliance with these API Terms and to protect the security, integrity and performance of the Services. Customers shall not interfere with such monitoring. Customers shall maintain complete and accurate records of its use of the API and of each Customer Integration for two (2) years from the relevant activity and shall retain logs of all automated and AI-driven interactions with the API for not less than ninety (90) days. On not less than ten (10) Business Days, and not more than once in any twelve-month period unless Joblogic reasonably suspects a breach, Customer shall provide Joblogic with such records, information and access as Joblogic reasonably requested to verify compliance. Where verification reveals material non-compliance, Customer shall promptly remedy it and reimburse Joblogic's reasonable costs of the exercise.

### **3. Customer Data; Compliance.**

**3.1 Rights to Data.** Customer represents and warrants that it has all rights necessary to transmit any data it sends to Joblogic through the API, and that such data may be processed by Joblogic in connection with providing the Services in accordance with the Agreement, including Section 10 (Data Processing and Security) and the DPA.

**3.2 Compliance with Laws.** Customers shall use the API in compliance with all applicable laws and regulations, including applicable data protection and privacy laws, and shall not transmit any Prohibited Data to Joblogic through the API except as expressly permitted under the Agreement.

**3.3 Data Security.** Customer shall maintain reasonable and appropriate administrative, physical, and technical safeguards designed to protect any data accessed through the API against loss, unauthorized access, and unauthorized use, consistent with Customer's obligations under Section 4.1 (Customer Responsibilities) of the Agreement.

**3.4 Use and Retention of API Output.** Customer shall: (a) use API Output solely for Customer's own internal business operations in connection with an approved Customer Integration; (b) not sell, lease, license, share, transfer, disclose or otherwise make API Output available to any third party, including any data broker, analytics provider, advertising network or Joblogic competitor, save to a Permitted Contractor engaged in accordance with Section 1.6; (c) store API Output in a manner that enables Customer to identify, segregate and selectively delete it; (d) not retain API Output for longer than is reasonably necessary for the approved Customer Integration; and (e) on Joblogic's written request, or within ten (10) days of expiry or termination of the Agreement or of Joblogic's approval of the relevant Customer Integration, delete all API Output in its possession or control and, if Joblogic so requests, certify that deletion in writing.

## 4. Ownership.

**4.1 Ownership of API.** As between the parties, Joblogic and its licensors own all rights, title, and interest in and to the API, the Documentation, and any related intellectual property. These API Terms do not grant Customer any right, title, or interest in the API except for the limited license expressly set out in Section 1.1 (License Grant).

**4.2 Ownership of Customer Integration.** Any Customer Integration remains owned by Customer, subject to Joblogic's underlying rights in the API.

## 5. Confidentiality.

The API and any related technical documentation, credentials, and non-public information provided by Joblogic in connection with the API constitute Confidential Information of Joblogic and are subject to Section 8 (Confidentiality) of the Agreement.

## 6. Support; No Warranty for Beta Features.

Joblogic may, but is not obligated to, provide Support for the API. The service level commitments do not apply to the API. Where Joblogic makes any beta, trial, or pre-release version of the API available to Customer, Section 1.2 (Beta Services) of the Agreement shall apply, and Joblogic provides no Support, warranties, service level commitments, or indemnification with respect to such beta features.

## 7. Warranties, Liability, and Indemnification.

**7.1** Except as expressly set out in the Agreement, the API is provided on an "as is" basis and Joblogic disclaims all warranties with respect to the API to the fullest extent permitted under Section 7.5 (Disclaimer) of the Agreement.

Some of the API may be experimental and have not been tested in any manner. Joblogic does not represent or warrant that any API is free of inaccuracies, errors, bugs, or interruptions, or are reliable, accurate, complete, or otherwise valid.

**7.2 Limitation of Liability.** Joblogic shall not, under any circumstances, be liable to Customer for any indirect, punitive, special, exemplary, incidental, or consequential damages, including (by way of example and not an exhaustive list), loss of profits, loss of data, business interruption, loss of use, or other commercial damages or losses arising out of or in any way connected with use of the API, however caused and whether in contract, tort, or otherwise and regardless of the theory of liability and whether or not such party has been advised of the possibility of such damages or losses. To the fullest extent of law, in no event shall Joblogic's total aggregate liability arising from or related to these API Terms, whether in contract, tort or otherwise exceed one thousand Pounds Sterling (GBP 1,000). The limitation in this Section 7.2 reflects the allocation of risk agreed between the parties, forms a material part of the basis of the bargain, and applies regardless of whether any fee is payable for access to the API. Notwithstanding the foregoing, Joblogic

does not in any way seek to exclude or limit liability for any injury caused by Joblogic's fraud, gross negligence or willful misconduct. Section 11.1 of the Agreement shall apply in respect of any Infringement Claim relating to the API.

## 8. MCP Server.

**8.1 MCP Server Access.** Where Joblogic makes an MCP Server available in connection with the Services, access to the MCP Server is subject to these API Terms and to any additional technical requirements set out in the Documentation. Joblogic will issue Customer one or more authentication credentials for the MCP Server ("**MCP Server Credentials**") in accordance with such process as Joblogic may specify from time to time. MCP Server Credentials are subject to the same obligations of confidentiality and security as API Keys under Section 1.2.

**8.2 Permitted Use.** Customer may connect to the MCP Server using any AI application, large language model agent, or similar tool that is compatible with the Model Context Protocol ("**MCP Client**"), solely for the purpose of enabling such MCP Client to interact with the Services programmatically on behalf of Customer's authorized Users. For the avoidance of doubt, each interaction between an MCP Client and the MCP Server (including tool calls, resource reads, and prompt retrievals) constitutes a Call for the purposes of Section 1.3 (Call Volume and Availability).

**8.3 AI Integration Requirements.** Customer shall:

- (a) ensure that any MCP Client connected to the MCP Server operates within the scope of the permissions granted to the underlying User account, and does not attempt to escalate privileges, bypass access controls, or perform actions that the User would not be authorized to perform directly within the Services;
- (b) implement appropriate safeguards so that the MCP Client does not autonomously execute actions with material consequences (including, without limitation, the deletion or modification of records, the approval of financial transactions, or the dispatch of work orders) without prior human review and confirmation, unless Customer has expressly configured the MCP Client to operate autonomously for specified, documented workflows and accepts full responsibility for the results;
- (c) not use the MCP Server to train, fine-tune, or improve any machine learning model, neural network, or AI system on data retrieved from the Services, unless Joblogic has given its prior written consent; and
- (d) maintain logs of MCP Client interactions with the MCP Server for a minimum of ninety (90) days and make such logs available to Joblogic upon reasonable request for purposes of security investigation, auditing, or troubleshooting.

**8.4 Additional MCP Server Restrictions.** In addition to the restrictions set out in Section 1.4 (Usage Restrictions), Customer shall not, and shall not permit any User or third party to:

- (a) use the MCP Server to enable any automated agent or process to perform bulk or mass operations on Customer Data or the Services beyond those expressly supported in the Documentation;
- (b) expose or proxy the MCP Server, or share, disclose, or transfer any API Key or other access credentials, to any third party, or permit any third-party AI agent or service to connect to the MCP Server, without Joblogic's prior written consent;
- (c) use the MCP Server in a manner that circumvents or is intended to circumvent any usage limits, rate limits, access controls, or security measures applicable to the Services or the API; or
- (d) rely on any output generated by an MCP Client using data from the MCP Server as a substitute for professional judgment, including (without limitation) in relation to health and safety assessments, regulatory compliance decisions, or legally binding determinations, without independent verification by a qualified individual.

**8.5 MCP Server Output Disclaimer.** Customers acknowledge that any output generated by an MCP Client using data obtained from the MCP Server (including summaries, recommendations, analysis, and generated text) is produced by Customer's MCP Client and not by Joblogic. Joblogic makes no representation or warranty as to the accuracy, completeness, suitability, or reliability of any such output. Customer is solely responsible for verifying any MCP Client output before acting on it, and for any decision made, or action taken, in reliance on such output.

**8.6 MCP Server Indemnification Carve-Out.** Notwithstanding Section 11 (Indemnification) of the Agreement, Joblogic shall have no obligation to indemnify, defend, or hold harmless Customer in respect of any claim, loss, or damage arising out of or in connection with: (a) Customer's use of an MCP Client to interact with the MCP Server; (b) any output, decision, or action generated, informed, or taken by an MCP Client; or (c) Customer's failure to implement the safeguards required by Section 8.3 or to comply with the restrictions in Section 8.4.

**8.7 Data Handling.** Customer's obligations under Section 3 (Customer Data; Compliance) of these API Terms apply equally to data transmitted to or accessed through the MCP Server. Customer shall ensure that any MCP Client connected to the MCP Server processes Customer Data in accordance with the Agreement (including Section 10 (Data Processing and Security) and the DPA) and shall not permit an MCP Client to transmit Customer Data to any third-party service or system except as expressly authorized by the Agreement or approved in writing by Joblogic.

## 9. Termination.

**9.1 Customer Termination.** Customers may terminate this license by discontinuing use of all or any of the API at any time.

**9.2 Termination.** Customer's right to access and use the API will terminate automatically upon expiration or termination of the Agreement or the applicable Order Form, or if Customer breaches these API Terms or the Agreement and does not cure that breach

within ten (10) days of its receipt of the notice of the breach. Joblogic may also suspend or terminate Customer's access to the API in accordance with Section 6.4 (Suspension) of the Agreement. Notwithstanding the foregoing, a breach of Section 1.2(c) (API Keys), any Sections 1.4(h) to (q) (Usage Restrictions), or Section 1.6 (Permitted Contractors) shall be deemed incapable of cure, and Joblogic may terminate Customer's right to access and use the API immediately upon written notice.

**9.3 Effect of Termination.** Upon termination of Customer's right to use the API, Customer shall immediately cease all use of the API, deactivate and cease use of all API Keys (including all Development Keys and Production Keys), and, upon Joblogic's request, destroy or delete all copies of any related Documentation or technical materials in Customer's possession or control. Sections 3 (Customer Data; Compliance), 4 (Ownership), 5 (Confidentiality), 7 (Warranties, Liability, and Indemnification), 8.5 (MCP Server Output Disclaimer), 8.6 (MCP Server Indemnification Carve-Out), and this Section 9.3 shall survive termination or expiration of these API Terms.

## **10. Relationship to the Agreement.**

These API Terms are incorporated into, and form part of, the Agreement pursuant to Section 13.9 (API Terms) of the Agreement. Except as expressly modified by these API Terms with respect to the technical use of the API, all other terms of the Agreement, including Section 13.8 (Entire Agreement), Section 13.15 (Interpretation), and the definitions in Exhibit A, apply to these API Terms.