

## SylogistEd Student Information System API Terms of Service (5/30/2023)

The SylogistEd Student Information System API is an application programming interface (API) that allows school district and third-party vendor developers (API Developers) the ability to access data objects and service methods with the SylogistEd Student Information System.

If you are using the API on behalf of an entity, you represent and warrant that you have authority to bind that entity to this agreement and by accepting the terms of this agreement, you are doing so on behalf of that entity.

In addition to the Municipal Accounting Systems, Inc. Privacy Policy and Terms of Service (MAS Service TOS), you also agree to these terms in using the API.

Use or accessing any part of the API provided by Municipal Accounting Systems, Inc. shall constitute acceptance and agreement to the MAS Service TOS and these Terms of Service and all other policies or notices posted by us on our website. Further, you agree and acknowledge that we can change these Terms of Service at any time. If we make any changes, we will note that changes to the Terms of Service have been made in the "news" that we publish as part of the API or by other method. Thereafter, it will be your responsibility to review the new Terms of Service to see if you agree with the new terms as it creates a binding legal agreement between you and Municipal Accounting Systems, Inc. If you use the API after we've changed any of the Terms of Service, you are agreeing to all of the changes. Again, if you do not agree, please do not use the API.

Municipal Accounting Systems, Inc. provides you permission to use the API only if you do not perform the following prohibitions during such use and only if the following conditions have been met and the following provisions agreed to:

- 1. You have accepted the MAS Service TOS and the terms of this Agreement. You further agree, acknowledge, and confirm that you have read all items set forth above and accept and agree to the language set forth in said provisions both above and herein.
- 2. You will be required to register with us to obtain an API Key. You may be required to provide certain contact information as part of the registration process for the API, or as part of your continued use of the API. Any changes to the registration information must be promptly reported to us so that it is accurate and up to date. You will not misrepresent or mask either your identity or your API Key identity when using the API.
- 3. You have complete responsibility for your API Key, your API Key security, and everything that happens with your API Key. Therefore, you must take steps to ensure that others do not gain unauthorized access to your API Key. If you find out that someone is using your API Key without your permission, you must inform us immediately.
- 4. You will not sublicense your API Key to a third party.
- 5. You will obtain the permission of the school district or educational institution to access the API.



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- 6. The school district may provide you with an Account depending on the type of Authentication. You must take steps to ensure that others do not gain unauthorized access to your Account. If you find out that someone is using your Account without your permission, you must inform the school district or educational institution immediately.
- 7. You will only access or attempt to access the API by the means described in the documentation.
- 8. You will not develop products or services that can be used as a data or content conversion tool to migrate a Municipal Accounting Systems, Inc. customer to competing products or services.
- 9. You will not develop products or services that compete with Municipal Accounting Systems, Inc. products or services in using the API.
- 10. Municipal Accounting Systems, Inc. may develop products or services that compete with products or services you developed in using the API.
- 11. Municipal Accounting Systems, Inc. does not acquire ownership in products or services you develop in using the API and you do not acquire ownership of any rights in our products or services or the content that is accessed through the API.
- 12. If you provide feedback or suggestions about the API, then we may use such information without obligation to you.
- 13. Municipal Accounting Systems, Inc. sets and enforces limits on your use of the API at our sole discretion. You agree not to evade or bypass these limits of the API.
- 14. You agree not to make any statement, written or oral, regarding your use of the API that would suggest a sponsorship, endorsement, association, or any other type of relationship by or with Municipal Accounting Systems, Inc.
- 15. Municipal Accounting Systems, Inc. does not grant you permission to adopt, mimic, reproduce, copy, transmit, or use in any way the logo(s) of Municipal Accounting Systems, Inc. or SylogistEd for any purpose. You shall not use, adopt, mimic, reproduce, copy, transmit, or use the logo(s) of Municipal Accounting Systems, Inc. or SylogistEd.
- 16. Municipal Accounting Systems, Inc. does not grant you permission to incorporate the Sylogist trademark in or as your company name, in any product or service names, in any trademarks or logos, or in any other manner (with one specific exception/requirement stated in paragraph 17 below regarding referencing only).
- 17. When making a reference to using the API, you shall make reference in one of the following three (3) ways:
  1) as "compatible with SylogistEd Student Information System"; or 2) "integrated with SylogistEd Student Information System". When making a reference to the SylogistEd Student Information System, you must use the full name of the application and you shall not modify or alter the Sylogist trademark in any way. Further, as set forth above, you shall not use the logo(s) of Municipal Accounting Systems, Inc. or SylogistEd when making the above reference.



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- 18. When making a reference to Municipal Accounting Systems, Inc. or the SylogistEd Student Information System as set forth in paragraph 17, you shall not display the reference as the most prominent element in your application, web page, or in any supporting documentation or other material.
- 19. When making a reference to Municipal Accounting Systems, Inc. or the SylogistEd Student Information System as set forth in paragraph 17, you shall not display the reference in any way that would suggest a sponsorship, endorsement, association, or any type of relationship by or with Municipal Accounting Systems, Inc.
- 20. When making a reference to Municipal Accounting Systems, Inc. or the SylogistEd Student Information System as set forth in paragraph 17, you shall not display the reference in any way that could lead a third party to believe that you have a sponsorship, endorsement, association, or any type of relationship by or with Municipal Accounting Systems, Inc.
- 21. When making a reference to Municipal Accounting Systems, Inc. or the SylogistEd Student Information System as set forth in paragraph 17, you shall not display the reference in any way that could make it appear that you have a sponsorship, endorsement, association, or any type of relationship by or with Municipal Accounting Systems, Inc.
- 22. When making a reference to Municipal Accounting Systems, Inc. or the SylogistEd Student Information System as set forth in paragraph 17, you shall not display the reference in a manner that, in our sole discretion, is disparaging, defamatory, misleading, or otherwise offensive to Municipal Accounting Systems, Inc. or any third party.
- 23. Municipal Accounting Systems, Inc. reserves the right to suspend, without notice and at our sole discretion, your access to the API if we believe you are in violation of these Terms of Service.
- 24. You agree to indemnify and hold harmless Municipal Accounting Systems, Inc. and its affiliates, suppliers, partners, officers, agents, and employees from and against any claim, demand, losses, damages, or expenses including reasonable attorney's fees arising from any user content posted by you, your use of the API, your connection to the API, your violation of these Terms of Service, or your violation of any rights of any third party. Your indemnification obligation will survive these Terms of Service and your use of the API.