

WEBHOOK INTEGRATION AGREEMENT

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This Webhook Integration Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[PROVIDER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [PROVIDER ADDRESS] ("**Provider**"); and

[INTEGRATOR LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [INTEGRATOR ADDRESS] ("**Integrator**").

Provider and Integrator are each a "**Party**" and together the "**Parties**."

Recitals. Provider operates a platform that can transmit event notifications to external systems by sending HTTP requests to a destination URL (each, a "**Webhook**"). Integrator wishes to receive Webhooks at one or more endpoints it controls in order to react to events on Provider's platform, and Provider is willing to deliver those Webhooks, on the terms below. In consideration of the mutual promises below, the Parties agree as follows.

1. Definitions and Scope

1.1 Webhook. A "**Webhook**" means an outbound HTTP or HTTPS request that Provider sends to an Integrator endpoint to notify Integrator that a defined event ("**Event**") has occurred on Provider's platform, together with any payload data included with that request.

1.2 Endpoint. An "**Endpoint**" means a destination URL designated by Integrator in writing or through Provider's configuration interface to receive Webhooks. Integrator may register one or more Endpoints, each subject to this Agreement.

1.3 Payload. A "**Payload**" means the structured data (for example, JSON) delivered in the body of a Webhook describing the Event. The schema for each Event type is set out in [PROVIDER DOCUMENTATION REFERENCE / URL] (the "**Documentation**"), which Provider may update on reasonable notice.

1.4 Scope. This Agreement governs delivery of Webhooks to registered Endpoints and Integrator's receipt and handling of those Webhooks. It does not grant Integrator any other access to Provider's platform, which is governed by [REFERENCE TO PLATFORM TERMS / API AGREEMENT, IF ANY].

2. Endpoint Registration and Configuration

2.1 Registration. Integrator will register each Endpoint through the method Provider designates and will keep Endpoint URLs, contact details, and security credentials current. Integrator is responsible for the accuracy of registered information.

2.2 Endpoint requirements. Each Endpoint must (a) be reachable over the public internet using [HTTPS / TLS 1.2 OR HIGHER], (b) present a valid certificate from a recognized authority, and (c) respond to a valid Webhook with an HTTP status code in the [2xx] range within [NUMBER, e.g. 10] seconds to acknowledge receipt.

2.3 Event subscriptions. Integrator will select which Event types each Endpoint should receive. Provider will deliver Webhooks only for subscribed Event types, except for service or security notices Provider reasonably deems necessary.

2.4 Changes by Integrator. Integrator may add, modify, or remove Endpoints and subscriptions through the configuration interface. Provider may require a reasonable propagation period before changes take effect.

3. Delivery, Retries, and Ordering

3.1 Delivery basis. Provider will use commercially reasonable efforts to deliver each Webhook promptly after the associated Event occurs. Delivery is provided on a best-efforts basis and is not guaranteed for every Event.

3.2 Retries. If an Endpoint does not return a successful acknowledgment, Provider will retry delivery according to its standard retry schedule described in the Documentation, up to **[NUMBER, e.g. 5]** attempts over **[PERIOD, e.g. 24 hours]**, after which the Webhook may be discarded or made available for Integrator to fetch.

3.3 Ordering and duplicates. Provider does not guarantee that Webhooks arrive in the order Events occurred or that each Event is delivered exactly once. Integrator will design its systems to tolerate out-of-order delivery and duplicate Webhooks, including by using any idempotency identifier provided in the Payload.

3.4 Backfill. Provider may, but is not obligated to, provide a mechanism for Integrator to retrieve missed Events for a limited retention window described in the Documentation. Integrator is responsible for reconciling missed Events.

4. Security and Authentication

4.1 Signature verification. Provider will include a signature or token with each Webhook using the method described in the Documentation. Integrator will verify the signature on every Webhook before acting on it and will reject Webhooks that fail verification.

4.2 Shared secrets. Each Party will protect any signing secret, token, or credential shared under this Agreement as Confidential Information, will not embed secrets in client-side code, and will rotate secrets promptly on request or on any suspected compromise.

4.3 Replay protection. Integrator will reject Webhooks whose timestamp falls outside a reasonable tolerance window and will guard against replay of previously received Webhooks.

4.4 Incident notice. Each Party will notify the other without undue delay, and in any event within **[NUMBER, e.g. 72]** hours, after discovering any security incident affecting Webhook delivery, credentials, or Payload data, and will cooperate in good faith to investigate and remediate.

5. Data Handling and Confidentiality

5.1 Confidential Information. "**Confidential Information**" means non-public information disclosed by one Party to the other, including Payload data, secrets, and technical details, that is marked confidential or that a reasonable person would understand to be confidential given its nature and the circumstances.

5.2 Use limits. Each Party will use Confidential Information only to perform under this Agreement, protect it with at least reasonable care, and disclose it only to personnel and advisors who need it and are bound by comparable obligations.

5.3 Personal data. If any Payload contains personal data, the Parties will comply with applicable data-protection laws and with **[REFERENCE TO DATA PROCESSING ADDENDUM, IF ANY]**. Integrator will not retain personal data longer than reasonably necessary for the integration's purpose.

5.4 **No unrelated use.** Integrator will not use Payload data to reconstruct, benchmark, or reverse engineer Provider's platform, or for any purpose not contemplated by this Agreement.

6. Term and Termination

6.1 **Term.** This Agreement begins on the Effective Date and continues until terminated under this Section.

6.2 **Termination for convenience.** Either Party may terminate this Agreement or disable any Endpoint for convenience on [NUMBER, e.g. 30] days' prior written notice.

6.3 **Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within [NUMBER, e.g. 15] days after written notice describing the breach.

6.4 **Suspension.** Provider may suspend Webhook delivery to an Endpoint immediately if it reasonably believes the Endpoint is compromised, abusive, or causing harm to Provider's platform, with notice as soon as practicable.

6.5 **Effect of termination.** On termination, Provider will stop delivering Webhooks, each Party will cease using the other's credentials, and Integrator will delete or return Confidential Information except for routine backups or as required by law. Sections 4, 5, 7, 8, and 9 survive.

7. Warranties and Disclaimers

7.1 **Mutual authority.** Each Party represents that it has the authority to enter into this Agreement and that doing so does not violate any other agreement binding on it.

7.2 **Compliance.** Each Party will comply with all laws applicable to its performance, including laws governing data, security, and electronic communications.

7.3 **Disclaimer.** Except as expressly stated, Webhook delivery is provided "as is" and "as available." Provider disclaims all implied warranties, including merchantability, fitness for a particular purpose, and non-infringement, to the extent permitted by applicable law.

8. Limitation of Liability

8.1 **Exclusion of indirect damages.** Neither Party is liable for any indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, or data, arising out of or related to this Agreement, even if advised of the possibility.

8.2 **Liability cap.** Except for breaches of Section 4 or Section 5, each Party's total aggregate liability arising out of or related to this Agreement will not exceed [AMOUNT OR FORMULA, e.g. fees paid in the prior 12 months / USD 10,000].

8.3 **Allocation.** The Parties agree these limitations reflect a reasonable allocation of risk and that the fees and access provided under this Agreement reflect that allocation.

9. General Provisions

9.1 **Independent contractors.** The Parties are independent contractors. Nothing creates a partnership, joint venture, agency, or employment relationship.

9.2 **Governing law and venue.** This Agreement is governed by the laws of the State of [STATE], without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in [COUNTY, STATE].

9.3 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

9.4 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

9.5 **Entire agreement; amendment.** This Agreement, together with the Documentation it references, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties, except that Provider may update the Documentation on reasonable notice.

9.6 **Severability and waiver.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver.

9.7 **Counterparts and electronic signature.** This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

PROVIDER

INTEGRATOR

Signature: _____

Signature: _____

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

Date: _____

Date: _____

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