



Non-Member Non-Commercial API License Agreement for Open Source Applications

Access and use of the API by Non-Members in order to develop an Application that is subject to a Permissive Open Source License for Non-Commercial Purposes is governed by the terms and conditions of this Non-Member Non-Commercial API License Agreement for Open Source Applications (the "**Agreement**"). **BY ACCESSING OR USING THE API FOR THE DEVELOPMENT OF AN OPEN SOURCE APPLICATION GOVERNED BY A PERMISSIVE OPEN SOURCE LICENSE AS A NON-MEMBER FOR ANY NON-COMMERCIAL PURPOSE, YOU AUTOMATICALLY ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT (AND ARE BOUND HEREUNDER).** If You do not want to accept the terms and conditions of this Agreement, then: (a) do not access or use the API, (b) delete and remove all originals and copies thereof in Your possession, custody, or control; and (c) if requested by CDISC, certify in writing to CDISC that (i) all such originals and copies have been so destroyed, and (ii) You have not accessed or used the API. Notwithstanding the foregoing, this Agreement shall not apply if Your use is governed by a separately negotiated and executed written agreement with CDISC. Under this Agreement, You and CDISC are each a "party" and collectively the "parties."

1. Agreement and Acknowledgments.

1.1 If You enter into this Agreement on behalf of a Legal Entity (defined below), You agree to this Agreement on behalf of that Legal Entity and represent and warrant to CDISC that You have the legal authority to bind such Legal Entity to this Agreement, in which case the terms "You", "Your," or a related capitalized term herein, shall refer to such Legal Entity. If You do not have such authority, or if You do not agree with this Agreement, You must not accept this Agreement and may not access nor use the API.

1.2 You may be required to provide certain information (such as identification or contact details) as part of the registration process. Any registration information you give to CDISC will always be accurate and up to date, and You will inform CDISC promptly of any updates. Such information will be subject to CDISC's Privacy Policy.

1.3 CDISC supports the open source community and encourages a collaborative environment, such as allowing open source developer(s) to be highlighted, to present, and/or conduct a demo of their software at CDISC events (e.g., conferences, webinars) and through CDISC communication channels (e.g., news articles). As such, and notwithstanding anything in the Agreement to the contrary, in support of the parties' collaborative efforts in marketing the CDISC standards and the Applications, (a) CDISC may publicly disclose the fact that You are a user of the API by reference to and use of Your name and logo in CDISC marketing materials. and (b) You may use CDISC's name (not logo) to disclose the fact that Your Application uses the API.

1.4 CDISC reserves the right to modify this Agreement in its sole discretion at any time upon notice to You, which may be via email or posting the amended terms on the CDISC website. Except as expressly stated otherwise in this Agreement, any and all modifications are effective 30 days after they are posted or emailed to You. You will be responsible for reviewing and becoming familiar with any such modification. **IF YOU DO NOT AGREE TO MODIFIED TERMS OF THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO TERMINATE THIS AGREEMENT UPON WRITTEN NOTICE TO CDISC. YOUR CONTINUED USE OF THE API FOLLOWING ANY MODIFICATION CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS MODIFIED AS OF THE DATE SUCH CHANGES TAKE EFFECT.**

1.5 You acknowledge and agree that CDISC may, in its sole discretion, release subsequent versions and/or updated versions of the API and require You to use the most current version. Such updates and new versions may affect Your Applications and may require You to make changes to Your Applications at Your own cost.

1.6 You agree to notify CDISC in writing if You no longer meet the definition of "You" as such term is defined in Section 2 below.

1.7 You agree You are solely responsible for the user(s) accessing the API using the account provided to You by CDISC regardless of the application used to access the API.

2. Definitions.

2.1 "**API**" means an application programming interface made available by CDISC, and any related documentation, that allows You to interface Your Application with CDISC Library in order for Your Users to access and use the CDISC Materials.

2.2 "**Applications**" means any software application, functionality, website, product, or service that is developed and/or made available by You under a Permissive Open Source License that utilizes or interacts with the API.

2.3 "**CDISC**" means the Clinical Data Interchange Standards Consortium.

2.4 "**CDISC Library**" means CDISC global electronic repository for developing, integrating, and accessing CDISC Materials (formerly CDISC SHARE).

2.5 "**CDISC Materials**" means machine-readable provisional and final versions of the CDISC Standards and any and all related data produced through CDISC Library in a variety of formats (e.g., XML, RDF and JSON). As used in this Agreement, "machine-readable" means data in a format that can be easily processed by a computer, including human-readable data marked up so it can be read by machines and data file formats intended principally for processing by machines. For clarification, CDISC Materials do not include the CDISC standards published in document format, which are governed by the CDISC Standard License Terms available at www.cdisc.org.

2.6 "**CDISC Membership**" means participation in CDISC membership at any member level.



2.7 **"CDISC Standards"** means the data standards created by CDISC for clinical research.

2.8 **"Control(s)"** means direct or indirect beneficial ownership of or the right to exercise (a) more than fifty percent (50%) of the voting stock or equity in an entity; or (b) more than fifty percent (50%) of the relevant ownership interest or decision-making authority representing the right to make the decisions for the subject entity in the event that there is no voting stock or equity. In the event such control ceases to exist, all rights under this Agreement toward such entity shall immediately terminate upon such cessation.

2.9 **"Derivative Works"** means any work that is based on (or derived from) the API and for which the editorial revisions, annotations, elaborations, or other modifications represent, as a whole, an original work of authorship. For the purposes of this Agreement, Derivative Works shall not include works that remain separable from, or merely link (or bind by name) to the interfaces of, the API and Derivative Works thereof.

2.10 **"Distribute" and "Distribution"** mean providing, distributing, or making available an Application to Users.

2.11 **"Legal Entity"** means collectively a company or organization plus any other entity that such company or organization directly or indirectly Controls or is Controlled by.

2.12 **"Non-Commercial Purpose"** means Distribution of an Application without charge to scientists and/or clinicians in support of their research or to further their understanding of the CDISC standards. For example, applications generated by an employee or contractor of a government entity, for-profit pharmaceutical company, for-profit hospital, technology company, technology provider, contract research organization, academic research organization (ARO) where the purpose of the application is to generate revenue for the organization—non-profit or otherwise—where the application is a benefit of membership or partnership with that organization is a commercial purpose and would not be included in this Agreement.

2.13 **"Open Source License"** means a license for software for which the source code is made generally available to the public under license terms that permit the free redistribution and modification of the software.

2.14 **"Non-Member"** means an individual person or Legal Entity without an active CDISC Membership.

2.15 **"Non-Permissive Open Source License"** means an Open Source License that requires, as a condition of use, modification, or distribution of the open source software subject to the Open Source License, that the API be:

- a) disclosed or distributed in source code form;
- b) licensed for the purpose of making derivative works; or
- c) re-distributable at no charge.

These licenses are sometimes referred to as "copyleft" or "viral." The most common examples of Non-Permissive Open Source Licenses are the GNU General Public License (GPL) and the Affero General Public License (AGPL).

2.16 **"Permissive Open Source License"** means an Open Source License that does not meet the definition of Non-Permissive Open Source License. Examples of Permissive Open Source Licenses are: Apache v.2, MIT, BSD 3-clause, FreeBSD, Mozilla Public License 2.0, Common Development and Distribution License, and Eclipse Public License. Other open source licenses may be acceptable with written prior approval by CDISC.

2.17 **"Users"** means third-party end-users of your Application, including any third-party who accesses or sublicenses your Application with license rights from CDISC to access and use the API, CDISC Library, and CDISC Materials.

2.18 **"You"** means the Non-Member exercising the permissions granted by this Agreement.

3. **License.** Subject to the terms and conditions of this Agreement, CDISC hereby grants You a limited, worldwide, non-exclusive, non-transferable, revocable license to access, use, makes calls to, and make use of the API for the purpose of facilitating Your own or Your User's use of CDISC Library and the CDISC Materials, including the development and Distribution of Applications, subject to the following terms:

- 3.1 You may add Your own attribution notices within Derivative Works that You Distribute, provided that such additional attribution notices cannot be construed as modifying this Agreement;
- 3.2 Subject to Section 11 below, neither the name of CDISC, nor the names of its board of directors, employees, members, participants, contractors, representatives, agents, or contributors may be used to endorse or promote materials, products, or services derived from the API without specific prior written permission, including Your Application;
- 3.3 CDISC will provide you with confidential security keys or log in credentials for your access to the API. You may not share or transfer such keys or credentials with any third party without CDISC's prior written consent; and
- 3.4 Your license rights under this Agreement are subject to the additional terms of Exhibit A, which is attached hereto and incorporated herein.



4. **Feedback.** If You provide CDISC with any suggestions, enhancement requests, recommendations or other feedback (“Feedback”) related to the API, You hereby assign all legal right, title, and interest in the Feedback to CDISC. To the extent CDISC requires the execution of one or more legal documents necessary to perfect these legal rights, You agree to execute all such documents for CDISC.

5. **Restrictions.** Except as expressly permitted herein, You shall not (and will not allow or assist any third party to): (a) remove, alter, or obscure any proprietary notices or labels of the API or CDISC Library, (b) disassemble, reverse engineer, decompile, modify, or alter any part of the API or CDISC Library; (c) perform any action intended to introduce to the API or CDISC Library any viruses, worms, defects, malware, Trojan horses, or any other destructive items; (d) use the API for any Application that constitutes, promotes, or is used in connection with: spyware, adware, or any other malicious programs or code; unsolicited mass distribution of email (spam); hate materials; libelous, defamatory, obscene, abusive, or otherwise offensive content; hacking, surveillance or descrambling equipment, or services; (e) access or use the API or CDISC Library in any manner or for any purpose that violates any law or regulation, (f) use the API in any manner that adversely impacts the stability of CDISC Library or adversely impacts the behavior of other applications using the API or CDISC Library, (g) access the API in order to replicate or compete with CDISC Library or CDISC Materials, (h) sublicense or distribute the API, and (i) use the API in a manner that exceeds rate limits or constitutes excessive or abusive usage. CDISC may limit the number and/or frequency of API requests to CDISC Library, or any use of the APIs that could damage, disable, overburden, impair or otherwise interfere with the CDISC Library. Any permitted copies of the API shall include any existing copyright and any other proprietary notices. CDISC retains title to the API, and this Agreement does not convey any proprietary rights or other interest thereto to You except as expressly granted in this Agreement. You may not, under any circumstances, whether within an Application or in materials discussing or concerning an Application, mislead, confuse or cause misapprehension or confusion among users as to the features, functionality, origin, capabilities, or other aspects of the API, CDISC Library, or Library Materials.

6. **Disclaimer.** UNLESS REQUIRED BY APPLICABLE LAW, ACCESS AND USE OF THE API IS PROVIDED BY CDISC AND ITS CONSTITUENT PARTS (INCLUDING, BUT NOT LIMITED TO THE CDISC BOARD OF DIRECTORS, CDISC EMPLOYEES, AND CDISC MEMBERS, PARTICIPANTS, CONTRACTORS, AND REPRESENTATIVES) “AS IS” AND WITHOUT ANY WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND CDISC AND ITS CONSTITUENT PARTS (INCLUDING, BUT NOT LIMITED TO THE CDISC BOARD OF DIRECTORS, CDISC EMPLOYEES, AND CDISC MEMBERS, PARTICIPANTS, CONTRACTORS, AND REPRESENTATIVES) EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, TITLE, NONINFRINGEMENT, FITNESS FOR A PARTICULAR OR INTENDED PURPOSE, OR ANY OTHER WARRANTY OTHERWISE ARISING OUT OF THIS AGREEMENT, INCLUDING ACCESS OR USE OF THE API. You are solely responsible for determining the appropriateness of using the API and assume any risks associated with Your exercise of permissions under this Agreement.

7. **Exclusions and Limitation of Liability.** IN NO EVENT AND UNDER NO LEGAL THEORY, WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT, OR OTHERWISE, UNLESS REQUIRED BY APPLICABLE LAW (SUCH AS DELIBERATE AND GROSSLY NEGLIGENT ACTS) OR AGREED TO IN WRITING, SHALL CDISC, ANY OF CDISC’S CONSTITUENT PARTS (INCLUDING, BUT NOT LIMITED TO THE CDISC BOARD OF DIRECTORS, THE CDISC EMPLOYEES, OR CDISC MEMBERS, PARTICIPANTS, CONTRACTORS, OR REPRESENTATIVES), OR ANY CONTRIBUTOR BE LIABLE TO YOU FOR DAMAGES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING IN ANY WAY AS A RESULT OF THIS AGREEMENT OR OUT OF THE USE OR INABILITY TO USE THE CDISC SHARE MATERIALS (INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOSS OF PROFITS, LOSS OF USE, OR BUSINESS INTERRUPTION), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. This limitation of damages and claims is intended to apply to all claims without regard to which other provisions of this Agreement have been breached or proven ineffective.

8. **Notices.** Notices to CDISC under this Agreement must be sent in a manner requiring a signed receipt (e.g., courier delivery or registered (or certified) mail, return receipt requested) to CDISC, Attn: Finance and Administration, 401 West 15th Street, Suite 800, Austin, TX 78701 or (or at such different addresses as may be designated by CDISC via written notice to You). Except as otherwise allowed hereunder, notices to You will be sent to the email address utilized for the Administrator Account in the API access setup.

9. **Invoices, Payment, and Taxes.**

9.1 **Invoices and Payment.** Unless otherwise specifically agreed in writing, CDISC will submit invoices for any fees due hereunder, and You shall make payment of each invoice within 30 days from the date of each invoice except for any amounts You dispute in good faith. If You, in good faith, reasonably dispute any of the charges invoiced, You will notify CDISC in writing within 30 days of the date of the applicable invoice setting out in reasonable detail the basis for the amounts disputed. CDISC may charge a late fee on undisputed amounts over 30 days past due at the lesser of one percent per month or the maximum interest rate allowed by applicable law. All amounts are payable in U.S. Dollars.

9.2 **Taxes.** Fees due hereunder, if any, are exclusive of all taxes, including sales, use, value-added or other taxes or levies on transactions made under this Agreement. You shall pay CDISC an amount equal to any tax CDISC is required to collect or pay, exclusive of taxes imposed upon CDISC’s net income, net worth, or real or personal property. CDISC will invoice You for any such taxes payable by You that are required to be collected by CDISC pursuant to any applicable law, rule, regulation, or other requirement of law.

10. **Termination.**

10.1 **Term.** This Agreement will be effective upon the creation of Your initial API account as a Non-Member and continue for 12 months (“Initial Term”) and will automatically renew on an annual basis thereafter (each an “Annual Renewal”) until



terminated by either party as set forth herein (collectively, the Initial Term and any Renewal Terms are herein referred to as the “Term”).

10.2 **Termination by You.** You may terminate this Agreement by providing at least thirty (30) days prior written notice of such termination to CDISC.

10.3 **Termination by CDISC.** CDISC may immediately terminate this Agreement by providing You with written notice if: (a) You violate any terms of this Agreement, including failure to meet the definition of “You” hereunder; or (b) You are subject to a dissolution, receivership, liquidation, insolvency, conservatorship, consolidation, reorganization, sale of substantially all of its assets, cessation of business, voluntary or involuntary bankruptcy. Additionally, CDISC may terminate this Agreement by providing You at least 90 days prior written notice if it decides to cease providing the API to its members.

10.4 **Emergency Suspension.** If CDISC becomes aware of a situation where Your or Your Users’ (those accessing the API using the account provided to You by CDISC) use of the API may unduly disrupt its delivery of CDISC Library to third parties (e.g., other members of CDISC), or if CDISC detects unauthorized third party access to CDISC Library (collectively referenced herein as an “Emergency”), CDISC may immediately suspend the offending use (and any rights licensed under this Agreement that enable such use). Any such suspension shall be to the minimum extent and duration needed to respond to the Emergency. At its sole discretion, CDISC may reinstate the use (and any rights granted in this Agreement that enable such a use) where the Emergency has been resolved.

10.5 **Effects of Termination.** Upon any termination of this Agreement, (a) all licenses granted to You hereunder terminate; and (b) if You have not retained a license to the API under another CDISC license offering: (i) all payments due hereunder, if any, will become immediately due, (ii) You will cease using the API. and Upon request by CDISC, You will certify in writing to CDISC that such actions have occurred.

10.6 **Survival.** Sections 1.1, 1.4, 1.7, 3.5, 4, 5, 6, 7, 8, 10.5, 10.6, 11 through 23, and any provision of this Agreement that expressly or by implication is intended to continue in force shall survive termination of this Agreement.

11. **Use of CDISC Marks.** You won’t, under any circumstances: (a) include in or use CDISC trademarks, tradenames, or service marks (“CDISC Marks”), or any marks that are confusingly similar to or derivative of the CDISC Marks (including “CDISC”) (“Confusing Marks”), as part of your trade name (registered or otherwise), logos, or other identifiers; (b) include in or use the CDISC Marks or any Confusing Marks as part of any names, domain names, logos, or other identifiers of the Applications; or (c) use the CDISC Marks or Confusing Marks in a manner that creates or may create a sense of endorsement, sponsorship, or association with CDISC, unless expressly permitted by CDISC, in writing, to do so. All use of the CDISC Marks, and any goodwill arising out of such use, shall inure to the benefit of CDISC.

12. **Indemnification.** You agree to indemnify, defend, and hold harmless CDISC and its subsidiaries, affiliates, and contributors, and their officers, directors, shareholders, employees, and agents from any claim or demand, including attorneys’ fees, made by any third party arising from, or in any way related to, Your Application(s) or Your violation of this Agreement. CDISC will provide You with written notice of any such claim or demand. CDISC reserves the right to assume the exclusive defense and control of any matter subject to indemnification by You, which shall not excuse Your indemnity obligations. In the event of any settlement of an action, You agree to obtain CDISC’s prior written consent to the settlement (which shall not be unreasonably withheld, delayed, or cause any delay or harm in the settlement discussion).

13. **Waiver.** No breach of a provision of this Agreement will be deemed waived or excused unless such waiver or excuse is in writing and signed by an authorized agent of the waiving or excusing party.

14. **Governing Law.** This Agreement is governed by and construed and interpreted under the laws of the State of Texas, USA, without reference to any rule of choice (or conflict) of laws. The Uniform Commercial Code and United Nations Convention on Contracts for the International Sale of Goods, or any similar or successor convention or law, will not apply to this Agreement.

15. **Equitable Relief.** It is expressly agreed that a material breach of Sections 3, 4, 5, or 11 of this Agreement will result in irreparable harm to CDISC and its suppliers and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, CDISC will be entitled to seek an injunction or other equitable remedies without the necessity to post bond in the event of any threatened or actual violation of any or all of such provisions.

16. **Enforceability.** If any portion of this Agreement is determined to be or becomes unenforceable or illegal, then such portion will be reformed or eliminated to the minimum extent necessary for this Agreement to be enforceable and legal, and this Agreement will remain in effect in accordance with its provisions as modified by such reformation or elimination.

17. **Ownership.** The parties hereto are independent entities. You retain ownership rights to the Application. You acknowledge and agree that CDISC is the sole owner throughout the world of all right, title, and interest in and to the API (including any copies thereof), together with all patents, copyrights, trade secrets, and other intellectual property rights available therein, resulting therefrom, or granted pursuant thereto.

18. **Compliance with Laws.** You will comply with all applicable laws and regulations in connection with Your use of the API, CDISC Library, and CDISC Materials. You acknowledge and agree that the API, CDISC Library, and CDISC Materials may be subject to restrictions and controls imposed by the US export laws and regulations. You agree that You will not export or re-export the API, CDISC Library, CDISC Materials, or any directly related materials to or into any country in violation of such laws and regulations or any other laws, rules, or regulations of any country, state, or jurisdiction.

19. **U.S. Government Restricted Rights.** The software provided under this Agreement is developed at private expense, and provided with restricted rights. Use, reproduction, release, modification or disclosure of the software, or any part thereof, including



technical data, by the Government is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies.

20. **Exclusions from License.** Except as expressly stated herein, nothing in this Agreement grants any license to CDISC's trademarks, trade names, service marks, copyrights, patents, trade secrets or any other intellectual property. Nothing in this Agreement shall be interpreted to prohibit CDISC from licensing the API under terms different from this Agreement that CDISC otherwise would have a right to license.

21. **Force Majeure.** Neither party shall be responsible for any delays or inability to perform any of its obligations under this Agreement due to any Act of God, fire, casualty, flood, earthquake, war, strike, lockout, epidemic, destruction of production facilities, riot, insurrection, material unavailability, or any other cause beyond the reasonable control of such party and without the fault or negligence of the delayed or nonperforming party.

22. **Headings and Wording.** Section and/or paragraph headings used in this Agreement are for reference purposes only and shall not be used in the interpretation hereof. Where context so indicates, a word in the singular form shall include the plural, a word in the masculine form the feminine, and vice-versa. The word "including" and similar constructions (such as "for example", "such as", and "e.g.") shall mean "including, without limitation," throughout this Agreement.

23. **Entire Agreement.** This Agreement, including any website terms referenced herein, constitutes the sole and exclusive terms and conditions between the parties relating to the subject matter hereof, and supersedes all prior discussions, writings, negotiations, understandings and agreements with respect thereto. This Agreement will not be amended except as accepted and agreed by each party in writing or as otherwise expressly agreed to herein.



EXHIBIT A
ADDITIONAL TERMS

1. **Included Usage Parameters:**

Your rights under this Agreement are subject to the bandwidth and account usage restrictions provided below (“**Usage Parameters**”).

Maximum Allocated Bandwidth	Maximum # of Accounts
1 GB/month	1

Open Source License Account Credentials:

Each user of Your Application must sign into the CDISC Library API using account credentials provided by CDISC.

2. **Overage Fees:**

Use of the API with additional accounts or higher bandwidth than provided under the Included Usage Parameters set forth in Section 1 above may require a membership agreement. Notwithstanding the foregoing, Your use and access beyond the bandwidth limits provided in Section 1 above will be subject to additional rates/overages fees as set forth in the chart below (“**Overage Fees**”). Overage Fees are subject to the invoice and payment terms of Section 9 of this Agreement.

Additional Account Cost per Year*	Bandwidth Overage Fees per Month**
N/A (please inquire CDISC membership opportunities)	\$5.00/GB

* Additional accounts are not available under this Agreement.

**Bandwidth overage fees incurred per given calendar month beyond existing benefit limits. Bandwidth overage fees are billed on a monthly basis.