

API PRODUCT SPECIFIC TERMS

The following terms apply in addition to the General PatSnap Services Terms and Conditions.

1. Definitions

- 1.1 “API Data” means all information and data (such as text, images, photos, videos, audio and documents) in any format that is accessible by Customer via the API.
- 1.2 “Customer Application” means any software application or service that is developed by Customer that is able to programmatically send and receive API Data.

2. Customer’s Obligations

- 2.1 Customer is permitted to access the API for Customer’s own internal business purposes and may: (i) Access the API via the method prescribed by PatSnap from time to time only, whether via a PatSnap website or other access method; (ii) Integrate the API with Customer Applications, in accordance only with the terms of this Agreement and any other instructions provided to Customer by PatSnap from time to time (iii) Once integrated with the Customer Applications, access data via the API and use the API; (iv) download, print and/or store copies of data accessed via the API; (v) print extracts of data accessed via the API; and (vi) use data accessed via the API in internal or external business reports circulated to Customer’s employees, officers or partners.
- 2.2 Customer has no proprietary rights with respect to the API or any data accessed via the API or any portion thereof and will not use the API or any portion thereof except as expressly permitted in Clause 2.1.
- 2.3 Without limiting the generality of the foregoing, Customer will not:
 - (i) use or access the API in any other way or for any other purpose than that set out in clause 2.1;
 - (ii) modify, disclose, copy or create derivative works based on the API, or any portion thereof;
 - (iii) access the API for the purpose of building a competitive product or service offered by PatSnap or copying any of features or user interfaces thereof;
 - (iv) attempt to circumvent security, tamper with, hack into, or otherwise disrupt any computer system, server, website, router or any other Internet connected device owned or managed by PatSnap;
 - (v) resell, sub-licence, rent, lease, distribute, repackage, rebrand, transfer or assign the intellectual property rights of PatSnap, its Affiliates or any third party licensors in the API and any data accessed via the API (in whole or in part) to any other person;
 - (vi) use the API in connection with any product or software other than the Customer Application;
 - (vii) distribute the API as a stand-alone product;
 - (viii) reverse-assemble the API;
 - (ix) make available to any third party any interface or functionality of PatSnap’s Applications, servers or services not expressly included in the API;

(x) use the API in connection with or to promote any products, services, or materials that constitute, promote or are used primarily for the purpose of dealing in: spyware, adware, or other malicious programs or code, counterfeit goods, items subject to EU, UK or US embargo, hate materials or materials urging acts of terrorism or violence, goods made from protected animal/plant species, recalled goods, hacking/surveillance/interception/descrambling equipment, cigarettes, illegal drugs and paraphernalia, unlicensed sale of prescription drugs and medical devices, pornography, prostitution, body parts and bodily fluids, stolen products and items used for theft, fireworks, explosives, and hazardous materials, government IDs, police items, unlicensed trade or dealing in stocks and securities, gambling items, professional services regulated by state licensing regimes, non-transferable items such as airline tickets or event tickets, non-packaged food items, weapons and accessories;

(xi) use the API 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 this Agreement;

(xii) use the API in a manner that exceeds Fair Use, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the API documentation provided to you in connection with this Agreement;

(xiii) maintain a cache of the data accessed via the API; and/or

(xiv) cause, assist or permit any third party to do any of the foregoing.

- 2.4 PatSnap will issue Customer a unique electronic key to access the API. Customer will hold the electronic key in confidence in accordance with section 6 and will not assign, transfer or disclose such electronic key to any third party. Customer will be required to use the electronic key to access the API and any updates or subsequent versions of the API that PatSnap may release from time to time in its sole discretion. PatSnap may require Customer to alter all Customer Applications developed or distributed under this API Agreement to use the most current version of the API. PatSnap will have the right to review and approve the Customer Application, including any updates or modified versions, and Customer will provide PatSnap with access to review, test and approve the Customer Application upon request by PatSnap at any time during the Subscription Term of this Agreement.
- 2.5 Upon the termination of this Agreement for any reason (i) all rights granted herein to access the API will immediately terminate; (ii) Customer will immediately delete any and all API Data from Customer's systems and records and cease all use of the API Data; (iii) Customer will immediately cease all use and distribution of the Customer Application; and (iv) Customer shall expunge all API Data and all copies thereof from its systems and records, and Customer shall deliver an officer's certificate stating that all such data and copies have been so deleted and destroyed. Failure to comply with this clause 2.5 shall be a material breach by Customer.