

ACT Research API Use Agreement

Effective as of [Insert Date]

This API Use Agreement (“Agreement”) is entered into by and between **ACT Research Co., LLC**, with its principal office at 4440 Middle Rd., Columbus, IN 47203 (“ACT Research”), and the subscribing party (“Client”) for access to and use of ACT Research’s Application Programming Interface (“API”).

1. Scope of Use

ACT Research grants the Client a non-exclusive, non-transferable, non-sublicensable limited license to access and use the ACT Research API in accordance with the selected subscription tier (Starter, Pro, or Enterprise) during the active term of the subscription. The API is licensed solely for the Client’s internal business operations and may not be used for resale or redistribution unless explicitly authorized in writing by ACT Research.

2. Implementation and Monitoring

To ensure proper functionality and tier alignment, ACT Research will:

- Meter usage from day one of access.
 - Monitor call volumes based on the Client’s active subscription tier.
 - Provide documentation outlining API endpoints, authentication, call structure, and technical specifications.
 - Publish rate limits and overage fees (e.g., \$0.002 per call above quota).
 - **Automatically bill any overage fees to the Client at the end of each month during which their usage exceeds the allotted tier.**
 - **Allow Clients to upgrade their API tier at any time during the agreement period, with adjustments prorated for the remainder of the term.**
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3. Termination and Access Removal

In the event of cancellation or non-renewal, API access will be revoked within **five (5) business days** of the subscription's expiration. Continued use beyond this period is unauthorized and will be automatically blocked. Either party may terminate the agreement for material breach,

provided the breaching party is given fifteen (15) business days to cure the violation after written notice.

4. Add-ons and Modularity

Add-on features—including but not limited to historical data access, sandbox environments, and Single Sign-On (SSO)—are available upon request and subject to additional fees. These enhancements will be governed by supplemental terms agreed to in writing and attached as addenda to this Agreement.

5. Renewal

Unless otherwise specified, all subscriptions shall automatically renew on an annual basis, subject to the then-current terms and pricing, unless the subscriber provides written notice of cancellation prior to the applicable renewal date. In the event the subscriber maintains an active subscription to another product or service offered by the company, any newly initiated subscription shall be prorated and consolidated into the existing subscription cycle, and shall thereafter renew concurrently with the subscriber's existing subscription(s).

6. Intellectual Property Rights

All rights, titles, and interests in and to the API, data delivered through the API, documentation, and any modifications or improvements thereof remain the exclusive property of ACT Research. Nothing in this Agreement grants the Client ownership of any intellectual property or proprietary information.

7. Data Use Restrictions

Client agrees not to:

- Resell, redistribute, sublicense, or publicly display any data accessed via the API without explicit written consent.
- Use the API in a manner that circumvents or exceeds licensed parameters.
- Reverse engineer, duplicate, or replicate the API or its underlying data structure.
- Incorporate ACT Research data into competitive products or services.

8. Confidentiality

Each party agrees to maintain the confidentiality of any non-public business, technical, or financial information disclosed in connection with this Agreement. Confidentiality obligations will survive termination of the Agreement for a period of two (2) years.

9. Availability and Maintenance

ACT Research may update, modify, or discontinue access to the API upon thirty (30) days' prior written notice, except in cases involving critical system updates, legal compliance, or security issues requiring immediate action. Scheduled maintenance may occur during off-peak hours and will be communicated in advance when possible.

10. Limitation of Liability and Indemnification

ACT Research shall not be liable for indirect, incidental, consequential, special, or exemplary damages, including loss of profits, data, or use, even if advised of the possibility thereof. Client agrees to indemnify and hold harmless ACT Research from any third-party claims, damages, or liabilities resulting from the Client's misuse or unauthorized use of the API.

11. Governing Law and Dispute Resolution

This Agreement will be governed by and interpreted in accordance with the laws of the State of Indiana. Any disputes arising under or in connection with this Agreement shall be first attempted to be resolved through good faith negotiation, and if unresolved, through mediation in Indiana before proceeding to litigation.

12. Entire Agreement

This Agreement constitutes the full understanding between the parties and supersedes all prior agreements, understandings, or representations, written or oral, regarding API access and use. Any changes to this Agreement must be made in writing and signed by both parties.

ACT RESEARCH CO

Name: _____

Signature: _____

Date: _____

CLIENT:

Name: _____

Signature: _____

Date: _____