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Supplemental Terms Applicable to API Users

Last Updated January 1, 2023

Thank you for using Egeria Corporation dba OpenGrants's APIs, other developer services, and associated software (collectively, "APIs"). By accessing or using our APIs, you are agreeing to the terms below. If there is a conflict between these terms and additional terms applicable to a given API, the additional terms will control for that conflict. Collectively, we refer to the terms below, any additional terms, terms within the accompanying API documentation, and any applicable policies and guidelines as the "Terms." You agree to comply with the Terms and that the Terms control your relationship with us. So please read all the Terms carefully. If you use the APIs as an interface to, or in conjunction with other Egeria Corporation dba OpenGrants products or services, then the terms for those other products or services also apply.

Under the Terms, "Egeria Corporation dba OpenGrants" means Egeria Corporation dba OpenGrants LLC, with offices at 705 Gold Lake Drive, Folsom CA 95630, unless set forth otherwise in additional terms applicable for a given API. We may refer to "Egeria Corporation dba OpenGrants" as "we", "our", or "us" in the Terms.

Section 1: Account and Registration

1. **Accepting the Terms**
   You may not use the APIs and may not accept the Terms if (a) you are not of legal age to form a binding contract with Egeria Corporation dba OpenGrants, or (b) you are a person barred from using or receiving the APIs under the applicable laws of the United States or other countries including the country in which you are resident or from which you use the APIs.
2. **Entity Level Acceptance**
   If you are using the APIs on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity (and all references to "you" in the Terms refer to that entity).
3. **Registration**
   In order to access certain APIs you may be required to provide certain information (such as identification or contact details) as part of the registration process for the APIs, or as part of your continued use of the APIs. Any registration information you give to Egeria Corporation dba OpenGrants will always be accurate and up to date and you'll inform us promptly of any updates.

Section 2: Using Our APIs

1. **Your End Users**
   You will require your end users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the Terms.
2. **Compliance with Law, Third Party Rights, and Other Egeria Corporation dba OpenGrants Terms of Service**
   You will comply with all applicable law, regulation, and third party rights (including without limitation laws regarding the import or export of data or software, privacy, and local laws). You will not use the APIs to encourage or promote illegal activity or violation of third party rights. You will not violate any other terms of service with Egeria Corporation dba OpenGrants.
3. **Permitted Access**
   You will only access (or attempt to access) an API by the means described in the documentation of that API. If Egeria Corporation dba OpenGrants assigns you developer credentials (e.g. client IDs), you must use them with the applicable APIs. You will not misrepresent or mask either your identity or your API Client's identity when using the APIs or developer accounts.
4. **API Limitations**
   Egeria Corporation dba OpenGrants sets and enforces limits on your use of the APIs (e.g. limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion. You agree to, and will not attempt to circumvent, such limitations documented with each API. If you would like to use any API beyond these limits, you must obtain Egeria Corporation dba OpenGrants's express consent (and Egeria Corporation dba OpenGrants may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, contact the relevant Egeria Corporation dba OpenGrants API team for information (e.g. by using the Egeria Corporation dba OpenGrants developers portal).
5. **Non-Exclusivity**
   The Terms are non-exclusive. You acknowledge that Egeria Corporation dba OpenGrants may develop products or services that may

compete with the API Clients or any other products or services.

Section 3: Fees and Payment

1. **Platform Fees**

   In exchange for access to the OpenGrants developer portal and API, you agree to pay any amounts indicated on the Service (including on the pricing section or page of the OpenGrants website), as set forth herein or as otherwise communicated to you in writing. Such fees may include either one-time fees or recurring subscription fees for the Service. Except when required by law, such platform fees are non-refundable.

2. **Payment Authorization**

   If you wish to purchase access to the API and Developer Portal (a "Purchase"), you may be asked to supply certain information relevant to your Purchase including, without limitation, your credit card number, the expiration date of your credit card and your billing address. You represent and warrant that: (i) you have the legal right to use any credit card(s) or other payment method(s) in connection with any Purchase; and that (ii) the information you supply to us is true, correct and complete.You hereby authorize the Company to automatically charge the credit card or other payment method(s) designated by you in such amounts and at such time as set forth above and as otherwise communicated to you in writing (including, without limitation, in an Order Form or via the Service). Further, to facilitate ACH payments, you authorize the Company to initiate electronic debit or credit entries through the ACH system to the payment method designated by you in your OpenGrants account.We may employ the use of third party services for the purpose of facilitating payment and the completion of Purchases. By submitting your information, you grant us the right to provide the information to these third parties subject to our Privacy Policy. You also agree and acknowledge that you will be subject to the terms of use and privacy policy of such third-party processor(s).Please note that we reserve the right to refuse or cancel your order at any time for reasons including but not limited to: product or service availability, errors in the description or price of the product or service, error in your order or other reasons.

3. **Late Payments**

   If at any time we are unable to debit any amounts owed from your designated financial account, whether due to insufficient funds or inaccurate payment information, we will make an effort to notify you of the deficiency. Any outstanding balances that remain past due shall be subject to interest at a rate equal to the greater of 1.5% per month, or the maximum legal interest rate permitted by law, whichever is lower.

4. **Fee Changes**

   Company, in its sole discretion and at any time, may modify its fees. Any changes to subscription fees will become effective at the end of the then-current billing cycle. We will attempt to notify you of any change in fees by contacting you at the email address we have for you. Your continued use of the Service after the fee change comes into effect constitutes your agreement to pay the modified subscription fee amount.

Section 4: Your API Clients

1. **API Clients and Monitoring**

   The APIs are designed to help you enhance your websites and applications ("API Client(s)"). YOU AGREE THAT Egeria Corporation dba OpenGrants MAY MONITOR USE OF THE APIS TO ENSURE QUALITY, IMPROVE Egeria Corporation dba OpenGrants PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THE TERMS. This monitoring may include Egeria Corporation dba OpenGrants accessing and using your API Client, for example to identify security issues that could affect Egeria Corporation dba OpenGrants or its users. You will not interfere with this monitoring. Egeria Corporation dba OpenGrants may use any technical means to overcome such interference. Egeria Corporation dba OpenGrants may suspend access to the APIs by you or your API Client without notice if we reasonably believe that you are in violation of the Terms.

2. **Security**

   You will use commercially reasonable efforts to protect user information collected by your API Client, including personal data, from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law.

3. **Ownership**

   Egeria Corporation dba OpenGrants does not acquire ownership in your API Clients, and by using our APIs, you do not acquire ownership of any rights in our APIs or the content that is accessed through our APIs.

4. **User Privacy and API Clients**

   You will comply with (1) all applicable privacy laws and regulations including those applying to personal data. You will provide and adhere to a privacy policy for your API Client that clearly and accurately describes to users of your API Client what user information you collect and how you use and share such information (including for advertising) with Egeria Corporation dba OpenGrants and third parties.

Section 5: Prohibitions and Confidentiality

1. **API Prohibitions**

   When using the APIs, you may not (or allow those acting on your behalf to):Sublicense an API for use by a third party. Consequently,

you will not create an API Client that functions substantially the same as the APIs and   offer it for use by third parties.
Perform an action with the intent of introducing to Egeria Corporation dba OpenGrants products and services any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature.
Interfere with or disrupt the APIs or the servers or networks providing the APIs.

2. **Confidential Matters**

Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your API Client. You will keep your credentials confidential and make reasonable efforts to prevent and discourage other API Clients from using your credentials. Developer credentials may not be embedded in open source projects.

Our communications to you and our APIs may contain Egeria Corporation dba OpenGrants confidential information. Egeria Corporation dba OpenGrants confidential information includes any materials, communications, and information that are marked confidential or that would normally be considered confidential under the circumstances. If you receive any such information, then you will not disclose it to any third party without Egeria Corporation dba OpenGrants's prior written consent. Egeria Corporation dba OpenGrants confidential information does not include information that you independently developed, that was rightfully given to you by a third party without confidentiality obligation, or that becomes public through no fault of your own. You may disclose Egeria Corporation dba OpenGrants confidential information when compelled to do so by law if you provide us reasonable prior notice, unless a court orders that we not receive notice.

Section 6: Content

1. **Content Accessible Through our APIs**

Our APIs contain some third party content (such as text and images). This content is the sole responsibility of the person that makes it available. We may sometimes review content to determine whether it is illegal or violates our policies or the Terms, and we may remove or refuse to display content.

2. **Submission of Content**

Some of our APIs allow the submission of content. Egeria Corporation dba OpenGrants does not acquire any ownership of any intellectual property rights in the content that you submit to our APIs through your API Client, except as expressly provided in the Terms. For the sole purpose of enabling Egeria Corporation dba OpenGrants to provide, secure, and improve the APIs (and the related service(s)) and only in accordance with the applicable Egeria Corporation dba OpenGrants privacy policies, you give Egeria Corporation dba OpenGrants a perpetual, irrevocable, worldwide, sublicensable, royalty-free, and non-exclusive license to Use content submitted, posted, or displayed to or from the APIs through your API Client. "Use" means use, host, store, modify, communicate, and publish. Before you submit content to our APIs through your API Client, you will ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the license.

3. **Data Portability**

Egeria Corporation dba OpenGrants supports data portability. For as long as you use or store any user data that you obtained through the APIs, you agree to enable your users to export their equivalent data to other services or applications of their choice in a way that's substantially as fast and easy as exporting such data from Egeria Corporation dba OpenGrants products and services, subject to applicable laws, and you agree that you will not make that data available to third parties who do not also abide by this obligation.

4. **Prohibitions on Content**

Unless expressly permitted by the content owner or by applicable law, you will not, and will not permit your end users or others acting on your behalf to, do the following with content returned from the APIs:Scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;Copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party;Misrepresent the source or ownership; orRemove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material.

Section 7: Privacy

1. **Egeria Corporation dba OpenGrants Privacy Policies**

By using our APIs, Egeria Corporation dba OpenGrants may use submitted information in accordance with our [privacy policies.](#)

Section 8: Termination

1. **Termination**

You may stop using our APIs at any time with or without notice. Further, if you want to terminate the Terms, you must provide Egeria Corporation dba OpenGrants with prior written notice and upon termination, cease your use of the applicable APIs. Egeria Corporation dba OpenGrants reserves the right to terminate the Terms with you or discontinue the APIs or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

2. **Your Obligations Post-Termination**

Upon any termination of the Terms or discontinuation of your access to an API, you will immediately stop using the API and delete any cached or stored content.

3. **Surviving Provisions**

When the Terms come to an end, those terms that by their nature are intended to continue indefinitely will continue to apply.

Section 9: Liability for our APIs

1. **WARRANTIES**

EXCEPT AS EXPRESSLY SET OUT IN THE TERMS, NEITHER Egeria Corporation dba OpenGrants NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY SPECIFIC PROMISES ABOUT THE APIS. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT ACCESSED THROUGH THE APIS, THE SPECIFIC FUNCTIONS OF THE APIS, OR THEIR RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE APIS "AS IS".SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS.

2. **LIMITATION OF LIABILITY**

WHEN PERMITTED BY LAW, Egeria Corporation dba OpenGrants, AND Egeria Corporation dba OpenGrants'S SUPPLIERS AND DISTRIBUTORS, WILL NOT BE RESPONSIBLE FOR LOST PROFITS, REVENUES, OR DATA; FINANCIAL LOSSES; OR INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES.TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF Egeria Corporation dba OpenGrants, AND ITS SUPPLIERS AND DISTRIBUTORS, FOR ANY CLAIM UNDER THE TERMS, INCLUDING FOR ANY IMPLIED WARRANTIES, IS LIMITED TO THE AMOUNT YOU PAID US TO USE THE APPLICABLE APIS (OR, IF WE CHOOSE, TO SUPPLYING YOU THE APIS AGAIN) DURING THE SIX MONTHS PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.IN ALL CASES, Egeria Corporation dba OpenGrants, AND ITS SUPPLIERS AND DISTRIBUTORS, WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

3. **Indemnification**Unless prohibited by applicable law, if you are a business, you will defend and indemnify Egeria Corporation dba OpenGrants, and its affiliates, directors, officers, employees, and users, against all liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from:your misuse or your end user's misuse of the APIs;

your violation or your end user's violation of the Terms; or

any content or data routed into or used with the APIs by you, those acting on your behalf, or your end users.
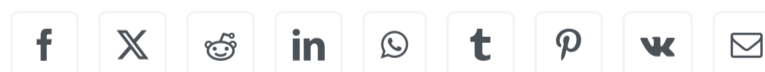
Section 10: General Provisions

1. **Modification**

We may modify the Terms or any portion to, for example, reflect changes to the law or changes to our APIs. You should look at the Terms regularly. We'll post notice of modifications to the Terms within the documentation of each applicable API, to this website, and/or in the Egeria Corporation dba OpenGrants developers console. Changes will not apply retroactively and will become effective no sooner than 30 days after they are posted. But changes addressing new functions for an API or changes made for legal reasons will be effective immediately. If you do not agree to the modified Terms for an API, you should discontinue your use of that API. Your continued use of the API constitutes your acceptance of the modified Terms.

May 23rd, 2024

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