ISAN

ISAN API Access
- API Test User Agreement -

Between: **ISAN International Agency**, the international organization appointed by ISO as the authority for the ISAN Standard, recognized as a legal person under the laws of Switzerland, having its registered offices at **Cours de Rive 2, 1204 Geneva, Switzerland**, represented for the purposes hereof by **Regis Flad**, in his capacity as Managing Director.
Hereinafter referred to as "**ISAN-IA**",

And[1]: (Company Name) _____

Address: _____

Post code: _____   City: _____   Country: _____

Web Site: _____

Activity:
☐ Producer   ☐ Post Production   ☐ Film Archive   ☐ AV Soft & Equipment
☐ Distributor   ☐ Aggregator   ☐ Film Database   ☐ Technical consultant
☐ Author   ☐ Broadcaster   ☐ Analytics   ☐ Developer
☐ CMO   ☐ Digital Platform   ☐ Film Fund   ☐ Other: _____

User :   Full Name: _____   Job Title: _____

Tel: +____ _____   e-mail: _____

Existing ISAN account? _____   Registration Agency? _____

Hereinafter referred to as "**API Test User**"

Purpose: (Describe your project and the expected use of the ISAN API) _____
_____
_____
_____
_____
_____

Which ISAN API service(s) you wish to test

☐ **Search** the ISAN Registry (*Perform a user defined query-based search to retrieve registered ISAN*)

☐ **Lookup** ISAN & Linked IDs *(Resolve an ISAN - or any linked ID - to return associated ISAN metadata)*

☐ **Check** for valid ISAN *(Validate the format and existence of an ISAN, retrieve active ISAN for inactive ISAN)*

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1 ISAN-IA privacy policy : https://web.isan.org/public/en/privacy_policy

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Basis: This agreement governs the basis by which **the API Test User** is granted access to the ISAN Registry API hereinafter referred to as "**ISAN API Test Access**", and by which the **ISAN** and **ISAN Metadata** resulting from ISAN API transactions can be used by the API Test User for the sole purpose of testing the ISAN API.

Definitions:

The **"ISAN Database"** is the compilation by ISAN-IA of ISAN identifiers, including the ISAN Metadata and any updates as may occur from time to time.

The ISAN **Registry** is the central database owned, held, operated and managed by ISAN-IA, which includes all administrative and descriptive information associated to ISAN and V-ISAN, of which the ISAN Database is a subset.

"ISAN Metadata" is the Descriptive Information associated to the ISAN allocated to an audiovisual work as described in Exhibit 1.

The **ISAN API** or **ISAN Registry API** is the set of services delivered by ISAN-IA for reading or writing programmatically information in the ISAN Registry. The ISAN Registry API enables to connect the API Test User's software and applications to the ISAN Registry.

"**ISAN Official Documents**" shall mean the ISO 15706-1 (ISAN), ISO 15706-2 (V-ISAN) as well as the set of documents, as they may be amended from time to time, published on ISAN-IA's website (www.isan.org/resources/#official) and issued by ISAN-IA in its capacity as authority responsible for the implementation of the ISO Standard, which are binding upon any user of an ISAN and which currently include: the ISAN User Guide and the ISAN Terms of Use.

IT IS AGREED AS FOLLOWS:

1. ISAN-IA delivers the **ISAN API Test Access** to the **API Test User** who will be authorized to use it for performing search and lookup tests in the ISAN registry.
   For the avoidance of doubt, the use of the ISAN and ISAN Metadata resulting from the **ISAN API Test Access** is only authorized for testing purposes. Other use of ISAN and ISAN metadata resulting from **transactions with the ISAN API**, require an **ISAN Promoter Agreement**.

2. **ISAN Credentials**: ISAN-IA will deliver to the API Test User one or more unique **personal** login, password, security codes, or tokens to access the ISAN Registry via the ISAN API ("**ISAN Credentials**").

i. The API Test User may only access the ISAN API and ISAN Registry with the ISAN Credentials provided by ISAN-IA or the Registration Agency.

ii. The Promoter may not sell, transfer, sublicense or otherwise disclose the ISAN Credentials to any other party or use it for any purpose not authorized expressly by ISAN-IA or the Registration Agency.

iii. The API Test User is entirely responsible for maintaining the confidentiality of the ISAN Credentials and is fully responsible for all activities that occur using its ISAN Credentials.

3. **General Restrictions**. The API Test User agrees to follow the restrictions set out below and will not encourage or facilitate others to violate these restrictions.

a) The API Test User will not use the ISAN Registry API in any manner and for any purpose that is not expressly authorized in this Agreement.

b) The API Test User will not misuse the ISAN Registry API, including (i) modifying, editing, disassembling, decompiling, reverse-engineering, or extracting source code from the ISAN Registry API; (ii) distributing or making copies of the ISAN Registry or making the ISAN Registry available to any person, unless expressly authorized in this agreement; (iii) Interfering, or attempting to interfere, with the proper functioning or performance of the ISAN Registry API.

c) The API Test User will not facilitate unauthorized access to the ISAN Registry API.

d) The API Test User will not use the ISAN Registry API or ISAN Metadata for any illegal or unauthorized purpose, including (i) failing to comply with applicable laws and regulations, including, without limitation, laws regarding personal data, privacy, copyright, and export controls; or (ii) misusing ISAN Intellectual Property as defined in the ISAN Terms of Use.

e) Unless expressly authorized in this agreement, the API Test User will not use the ISAN Registry API, or ISAN Metadata in any manner that compete with the ISAN standard, ISAN-IA or ISAN registration agencies or to build products or services that compete with the ISAN services delivered by ISAN-IA or ISAN registration agencies.

f) The API Test User will not improperly access, alter or use the ISAN Registry API, including (i) making excessive service calls that are not strictly required for the proper functioning of the API Test User application via the ISAN Registry API; The API Test User will therefore only request the data it needs to operate its test application. (ii) Not use the ISAN Registry API in a manner that adversely impacts the stability of ISAN Registry servers or adversely impacts the behavior of other applications using the ISAN Registry API.

g) The API Test User will not transfer ISAN Registry content to unauthorized third parties

h) The API Test User will not use any viruses, worms, trojan horses, or any other harmful code that could affect the ISAN Registry and ISAN Registry API.

i) The API Test User will not sell, lease, or sublicense the ISAN Registry API or access thereto or derive revenues from the direct use or provision of the ISAN Registry API unless authorized in this agreement.

j) The API Test User will not use the ISAN Registry API in a manner that is confusing or misleading as to the source or origin of the ISAN information.

4. The Agreement covers the usage period starting at the date of signature, and for an initial period of **3 (**three**)** months, thereafter, the API Test User can ask for the renewal of the ISAN API Test Access for successive periods of one month. Once the testing phase is over, the API Test User can obtain a regular ISAN API Access by the mean of an ISAN Promoter Agreement.

5. The ISAN API Test Access is not subject to fee.

6. ISAN-IA and the Registration Agency may terminate the Agreement with immediate effect if the API Test User is in breach of any provisions of this Agreement.

7. The API Test User acknowledges that:

  i. the ISAN Registry is under ongoing development and might contain errors or be incomplete.

  ii. ISAN-IA and the Registration Agency do not make any representation or warranty of merchantability or fitness of the ISAN Registry for a particular purpose.

  iii. interruptions and loss of service may periodically occur as a result of maintenance or repairs to the ISAN Registry or the ISAN Registry servers, resulting in unexpected outages or interruptions. ISAN-IA and the Registration Agency will not incur any obligation or liability as a result of any such interruption or loss of service.

8. The Agreement shall be governed by and construed in accordance with the laws of Switzerland. The Courts of the Republic and Canton of Geneva shall have exclusive jurisdiction over any dispute arising out of or in connection with the Agreement, subject to

9. CONFIRMATION

The **API Test User** has read these ISAN API Terms of Use as well as the general ISAN Terms of Use, fully understands its rights and duties and accept to adhere unconditionally to these ISAN API Terms of Use as well as the general ISAN Terms of Use.

(Location and Date)_____   (Name) _____

(Authorized Signature) _____

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