Web Services and Related Software Use Agreement

As a user of the MERLOT web services, the user agrees to the terms of this WSRS Use Agreement, and to MERLOT's Acceptable Use Agreement. MERLOT grants a non-exclusive, limited, and nontransferable license to use the MERLOT WSRS. The terms of this Agreement apply to both developers who deploy the WSRS and users who use the deployed WSRS.

Deployment – Developers agree:

- To enable access to the WSRS only through a key generation process defined and managed by MERLOT.
- To not 'harvest' in any manner, any data secured through these web services nor to collect them for the purposes of creating or using them in a searchable repository of materials or members that is in any way similar to that of MERLOT's. MERLOT's judgment regarding such similarity is the final word on such situations.
- To display, at a minimum, the following information together with MERLOT metadata returned by a WSRS search:
    i. The MERLOT logo as a link to https://www.merlot.org/;
    ii. A direct link to the MERLOT repository description of the material;
    iii. The Creative Commons license described in the MERLOT Acceptable Use Agreement. Specifically, this means including on the 'hitlist' page of results the following: "*The data displayed in these search results are subject to MERLOT's adoption of the Creative Commons license: Attribution, Non Commercial, Derivative, Share-Alike (by-nc-sa)*"
    iv. A direct link to this Agreement;
    v. A direct link to the MERLOT Acceptable Use Agreement (http://info.merlot.org/merlothelp/index.htm#policies_and_practices.htm#Acceptable_Use_Policy).
- Not to use the WSRS or MERLOT metadata or any other technology to create projects that compete with MERLOT.
- To obtain a license key for the users described in this agreement.
- To use the license key on only one single server for which the licensor has legal and/or financial responsibility.
- Additional license keys may be requested under the same terms as agreed upon for the first key, one for each server for which the licensor has legal and/or financial responsibility.

Ownership: The MERLOT WSRS has been developed by the MERLOT project and California State University. Copyright of the MERLOT WSRS is held by The California State University. Copyright for the MERLOT Metadata is held by the California State University and MERLOT Metadata submitter as described in the MERLOT Acceptable Use Agreement.

Warranty: MERLOT WSRS is provided "as is" without warranty against software errors, and without guarantee of fitness for any particular purpose. Neither the California State University System nor any vendor within whose product MERLOT's WSRS has been deployed shall be liable for any direct, indirect, incidental, special, or consequential damages that may result from use of MERLOT WSRS or metadata.

Support: MERLOT is not obligated to provide any support of the WSRS. Bug reports and feature requests should be sent to webmaster@merlot.org

Termination of Agreement: MERLOT reserves the right to terminate this agreement without cause or explanation at any time.

If the WSRS is deployed from within a vendor LMS or other application and the LMS or application license agreement is terminated, the use of the MERLOT WSRS must also end or alternative agreements must be developed and approved by MERLOT.

Privacy: MERLOT and the California State University System are authorized to use any personal information described in or related to this Agreement to provide the services described herein and to determine our compliance with this Agreement.