

American Psychiatric Association pass through terms:

Principal Requirements of User Agreements

To be in compliance with the Electronic Product License Agreement ("EPLA"), each User Agreement entered into by you or any of your distributors must contain the following elements in a form appropriate to the laws in the jurisdiction in which the Product is to be used. Other provisions may be added so long as they do not conflict with your license with APA, and as long as they do not expose APA to any liability or jeopardize any of APA's rights, including copyright or trademark rights. The End User Agreement must:

1. State that the User Agreement is nontransferable, nonexclusive, and for the sole purpose of internal use by the licensee in the territory and language as designated in the EPLA.
2. Prohibit any use of any portions of the DSM-5 other than those expressly allowed under the EPLA.
3. Prohibit distribution, publishing, translating, or transferring possession of the Product..
4. Prohibit creation of derivative works based on the DSM-5, or selling, leasing, or licensing it or otherwise making it available to a non-authorized party. Require that the User obligate anyone authorized to use the PRODUCT to comply with the provisions of the User Agreement.
5. State that the End User may only make copies of the WORK as required by use of the PRODUCT, specifically, by executing the PRODUCT or making one back-up copy for archival purposes.
6. State that the copyright in DSM-5 is owned by APA and that all notices of proprietary rights, as set out in Paragraph 10 of the EPLA, including trademark and copyright notices must appear on all back-up or archival copies made by the User.
7. Limit, to the extent possible under the applicable laws, warranties and liability for the PRODUCT, stating that the PRODUCT is provided "as is" without any liability to you or to APA, including without limitation, no liability for consequential or special damages or lost profits for accuracy or completeness of data, and no warranty that it will meet the end user's requirements, and that your sole responsibility is to use reasonable efforts for you to correct defects or replace the PRODUCT. APA disclaims any liability for any consequences due to use, misuse, or interpretation of information contained or not contained in the DSM-5.
8. Paragraphs 12 and 13 of the EPLA must be included in their entirety in any User Agreement.
9. Provide for termination in the event of default under the User Agreement or this Agreement.
10. State that in the event that a provision is determined to violate any law or is unenforceable the remainder of the User Agreement shall remain in full force and effect.