

AXEIUM EHR API(s) Terms of Use

By accessing or using the AXEIUM EHR ("AXEIUM", "We", or "Our") APIs, and/or our API Portal, documentation or other developer services/software (collectively, "APIs"), you are agreeing to the Terms of Use ("TOU") 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. If you use the APIs as an interface to, or in conjunction with, other Brilogy Corporation products or services, then the terms for those other products or services also apply, however this TOU does not alter the terms or conditions of any other agreement you may have with Brilogy Corporation.

SECTION 1: ACCOUNT AND REGISTRATION

a. Acceptance. You may not use the APIs and may not accept the TOU if:

- you are not of legal age to form a binding contract;
- 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;
- You and/or any of your affiliates and/or personnel are under or subject to a "Corporate Integrity Agreement" or any other restriction or investigation by any payer, government agency or industry self-regulating organization;
- either you or any of your affiliates, directors or personnel are listed on the General Services Administration's Excluded Parties List System or suspended or excluded from participation in any Government Payer Programs;
- You are not authorized by the entity on whose behalf you will be using the APIs to bind them to these TOU; or
- there are pending or threatened governmental investigations against You or any of Your affiliates, directors or personnel that may lead to suspension or exclusion from Government Payer Programs or may be cause for listing on the General Services Administration's Excluded Parties List System.

b. Access. 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. You agree to keep all registration information accurate and current. Only the person registering or the Entity for whom he/she is registering may access and use the APIs.

SECTION 2: USING OUR APIs

a. Users of the APIs. Any party using the APIs (including but not limited to developers) must comply with these TOU.

b. Compliance with Law. 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, violation of third party rights, nor to violate any other license and/or use rights with AXEIUM (or its affiliates).

c. Permitted Access. You will only access (or attempt to access) an API by the means described in the documentation of that API. AXEIUM may issue a unique client identifier for each App you submit to keep track of which Apps use AXEIUM's APIs. You will not misrepresent or mask either your identity or your API Client's identity when using the APIs or developer accounts. Suspension and/or revocation of an App's client identifier may be required if there are issues, concerns, or things are otherwise not going well with one of your Apps. If this happens, your App will not be able to communicate with other systems until the concern is resolved and the suspended client identifier is restored. Contact AXEIUM support to work on resolving the problem that led to the App's client identifier being suspended. Because it is possible that your app will be suspended, you will clearly inform users of your app that it might not always be available to them and that they should not rely on it in an emergency.

Direct access to AXEIUM's application is not required to develop or test your products. Use of the APIs does not grant you permission to access any AXEIUM technology nor the AXEIUM technology used by our customers. And, receipt of direct permission from a licensed AXEIUM customer to test against their system without the specific, written permission of AXEIUM, shall be deemed a violation of these TOU.

d. API Limitations. AXEIUM 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 AXEIUM's express, written consent (and AXEIUM may decline such request or condition acceptance on your agreement to additional terms and/or charges for that use).

e. Intellectual Property. No transfer or grant of rights under any AXEIUM Intellectual Property is made or is to be implied by any provision of these Term of Service. You agree not to infringe upon such rights or decompile, reverse engineer, or disassemble any of AXEIUM's products or processes. Use of any AXEIUM intellectual property is subject to our discretion and can change without prior notice.

f. On-going Communication/Feedback. We may send you certain communications about your use of the APIs. Please review the applicable API documentation for information about opting out of certain types of communication. If you provide feedback or suggestions about our APIs, then we (and those we allow) may use such information without obligation to you.

g. Non-Exclusivity. The TOU are non-exclusive. You acknowledge that AXEIUM may develop products or services that may compete with the API Clients or any other products or services.

SECTION 3: YOUR API CLIENTS

a. API Clients and Monitoring. THE APIS ARE DESIGNED TO HELP YOU ENHANCE YOUR WEBSITES AND APPLICATIONS ("API CLIENT(S)"). YOU AGREE THAT AXEIUM MAY MONITOR USE OF THE APIS TO ENSURE QUALITY, IMPROVE AXEIUM PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THE TERMS. AXEIUM 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 TOU.

b. Security. You will use commercially reasonable efforts to protect user information and/or any other HIPAA related data collected and/or used by your API Client, including Individually Identifiable Health Information ("IIHI"), 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, including HIPAA, HITECH and applicable State security regulations associated with patient data. Your App must not pose a direct risk or otherwise increase the risk of a security breach in any system it connects to. Data exchange between your API Client and AXEIUM's APIs and between your API Client and any other third-party system must be secured with industry standard encryption while in transit, and use authentication and authorization protocols. Your API Client must secure all data on an end-user's device, and enforce inactivity time-outs. You and your API Client must not introduce any code of a destructive nature into any system you or your API Client connect to. Your API Client's client identifier is given to you for your use only for a single API Client. You agree to keep your API Client's client identifier confidential, and will not disclose it to any third party, or use it for any other purpose.

c. Ownership. By using our APIs, you do not acquire ownership of any rights in our APIs or the content that is accessed through our APIs.

d. User Privacy and API Clients. Your API Client must not circumvent the display of any authentication or consent mechanisms from AXEIUM nor violate applicable federal, state or local law, including HIPAA, HITECH and applicable State privacy regulations, associated with patient and 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 with AXEIUM and third parties.

e. Sharing. You may not share the data collected by your API Client with any third party without the explicit consent of the user of the API Client and the patient whose data is being shared.

SECTION 4: INDEMNIFICATION, DISCLAIMER OF WARRANTIES, LIMITATIONS ON LIABILITY.

a. Indemnification. You agree to indemnify, hold harmless and defend AXEIUM, its subsidiaries, their affiliates, and all the employees, officers, directors, contractors and other personnel of any of them from and against any liabilities, damages, losses, costs, fees (including legal fees), and expenses relating to any allegation or third-party legal proceeding to the extent arising from: (i) your misuse or your end user's misuse of the APIs; (ii) your violation or your end user's violation of the TOU; or (iii) any content or data routed into or used with the APIs by you, those acting on your behalf, or your end users.

b. DISCLAIMER OF WARRANTIES. YOUR USE OF ANY API AND/OR PORTAL FROM WHICH AXEIUM MAKES THE API AVAILABLE IS AT YOUR OWN RISK. THE PORTAL AND ANY API THEREIN, INCLUDING ANY AND ALL INFORMATION, MATERIAL, DATA, GRAPHICS, SERVICES AND CONTENT THEREIN, IS PROVIDED TO YOU ON AN "AS IS", "AS AVAILABLE", AND "WITH ALL FAULTS" BASIS. AXEIUM DISCLAIMS ALL EXPRESS AND IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT.

AXEIUM MAKES NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES AS TO THE USEFULNESS, QUALITY, SUITABILITY, TRUTH, ACCURACY, RELIABILITY, OR COMPLETENESS OF ITS APIS AND/OR THE PORTAL. AXEIUM MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT: (A) THE PORTAL AND ANY API OBTAINED THEREFROM WILL BE UNINTERRUPTED, TIMELY, SECURE, VIRUS OR ERROR FREE; (B) THE CONTENT, MATERIAL, DATA, INFORMATION, RESULTS, ANSWERS OR RESPONSES THAT MAY BE OBTAINED FROM THE USE OF THE PORTAL WILL BE ACCURATE OR RELIABLE; (C) ANY ERRORS IN THE PORTAL WILL BE CORRECTED OR FIXED; OR (D) THE QUALITY OF ANY INFORMATION, CONTENT OR OTHER MATERIAL OBTAINED FROM THE PORTAL WILL MEET YOUR EXPECTATIONS OR REQUIREMENTS.

YOU ASSUME ALL RISK FROM ANY DAMAGE TO YOUR COMPUTING SYSTEM OR LOSS OF DATA RESULTING FROM USING THE PORTAL AND/OR ANY API PROVIDED BY AXEIUM, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM COMPUTER VIRUSES.

c. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, AXEIUM (AND ITS PARENT COMPANY, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, PORTAL SITE OWNER AND PUBLISHER) WILL NOT BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR DAMAGES RESULTING IN LOSS OF BUSINESS, REVENUE, PROFITS, GOODWILL, USE, DATA, ELECTRONIC SUBMISSIONS, OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF OR IN CONNECTION WITH THE PORTAL AND/OR API, EVEN IF AXEIUM HAS PREVIOUSLY BEEN ADVISED OF, OR REASONABLY COULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, HOWEVER THEY ARISE, WHETHER IN BREACH OF CONTRACT, OR IN TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, DAMAGES DUE TO: (A) THE USE OF OR INABILITY TO USE THE PORTAL AND/OR API; (B) STATEMENTS OR CONDUCT OF ANY THIRD PARTY OR USER ON THE PORTAL, INCLUDING, WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT, OR UNAUTHORIZED ACCESS TO OR ALTERATION OF TRANSMISSION OR DATA, MALICIOUS OR CRIMINAL BEHAVIOR, OR FALSE OR FRAUDULENT TRANSACTIONS; OR (C) MATERIAL, CONTENT OR INFORMATION YOU MAY OBTAIN, USE, MODIFY, OR DISTRIBUTE.

SECTION 5: HEALTHCARE CONSIDERATIONS.

As an API Client developer operating in the healthcare industry, you are obligated to be familiar with principles for responsible healthcare App development and usage.

Section 6: GENERAL

a. Governing Law and Venue. Except as set forth below: (i) the laws of California, U.S.A., excluding California's conflict of laws rules, will apply to any disputes arising out of or related to the TOU or the APIs and (ii) ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE APIS WILL BE LITIGATED EXCLUSIVELY IN THE FEDERAL OR STATE COURTS OF ORANGE COUNTY, CALIFORNIA, USA, AND YOU AND AXEIUM CONSENT TO PERSONAL JURISDICTION IN THOSE COURTS.

If you are accepting the TOU on behalf of a United States federal government entity, then the following applies instead of the paragraph above: the laws of the United States of America, excluding its conflict of laws rules, will apply to any disputes arising out of or related to the TOU or the APIs. Solely to the extent permitted by United States Federal law: (i) the laws of the State of California (excluding California's conflict of laws rules) will apply in the absence of applicable federal law; and (ii) FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THE TERMS OR THE APIS, THE PARTIES CONSENT TO PERSONAL JURISDICTION IN, AND THE EXCLUSIVE VENUE OF, THE COURTS IN ORANGE COUNTY, CALIFORNIA. If you are accepting the TOU on behalf of a United States city, county, or state government entity, then the following applies instead of the paragraph above: the parties agree to remain silent regarding governing law and venue.

b. Captions. The captions of the paragraphs in these TOU of Service are included only for your convenience and shall not affect the meaning, construction, or effect hereof.

c. Survival. Rights and obligations under these TOU of Service which by their nature should survive will remain in full force and effect after termination or expiration.

d. Waiver. Any waiver or failure of AXEIUM to exercise promptly any right under these TOU of Use will not create a continuing waiver or any expectation of non-enforcement.

e. Severability. If any provision, clause or part, or the application of a provision, clause or part of these TOU of Service is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision, clause or part, may be reduced in scope by the court to the extent it deems necessary to render it reasonable and enforceable. The remainder of these TOU of Service shall not be affected.

f. Contact Information. You can send e-mail to AXEIUM with any questions relating to these TOU of Use at legal@brilogy.com.

g. Modification We may modify the TOU or any portion to, for example, reflect changes to the law or changes to our APIs. You should look at the TOU regularly. We'll post notice of modifications to the TOU within the documentation of each applicable API, to this website, and/or in the AXEIUM developer's site. 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 TOU for an API, you should discontinue your use of that API. Your continued use of the API constitutes your acceptance of the modified TOU.

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