Qualifacts API Terms of Use

Qualifacts Systems, LLC (together with its parents, subsidiaries, and affiliates, ("Qualifacts") maintains application programming interfaces, including the CareLogic, Credible, and InSync APIs (the "Qualifacts APIs") in compliance with applicable health information technology certification requirements promulgated by the Office of the National Coordinator for Health IT ("ONC Certification Criteria"). These terms ("Terms of Use") govern access to and use of (i) the Qualifacts APIs, (ii) any information from users of software or services accessible through the Qualifacts APIs ("User Information"), and (iii) any and all manuals, instructions and other documents and materials that Qualifacts provides or makes available in any form or medium which describe the functionality, components, features or requirements of the Qualifacts APIs, including any aspect of the configuration, integration, operation, use, support or maintenance thereof (the "API Documentation").

By registering to access or use the Qualifacts APIs you accept and agree to be bound by and abide by these Terms of Use. If you do not accept and agree to these Terms of Use, you must not access or use the Qualifacts APIs.

1. **Changes to the Terms of Use.** We may revise and update these Terms of Use from time-to-time in our sole discretion. Changes are effective immediately when we post them. Your continued use of the Qualifacts APIs following the posting of revised Terms of Use means that you accept and agree to the changes. You must check this page frequently so that you are aware of any changes, and immediately discontinue access or use of the Qualifacts APIs if you do not agree to comply with the revised Terms of Use.

2. **Qualifacts APIs.**

   (a) **License.** Subject to these Terms of Use, if you are a Developer and if you have registered with Qualifacts as described below, then you may access and use the Qualifacts APIs, the User Information and the API Documentation solely for the development, testing, marketing, offering, and distribution of products and services associated with the Qualifacts APIs. (**Note:** access to patient data may be revoked at the discretion of Qualifacts or its customers).

   (b) **Conditions and Restrictions.** You must: (1) use commercially reasonable efforts to prevent unauthorized access to or use of the Qualifacts APIs and User Information, including implementing commercially reasonable administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of all User Information in a manner that ensures compliance with applicable federal, state and local laws and regulations and each end user privacy policy that applies to your end users (including heightened protection for personally identifiable

information and protected health information); (2) use the Qualifacts APIs, the User Information, and the API Documentation solely in compliance with your own end user privacy policies and with all applicable federal, state and local laws and regulations, including (to the extent applicable) the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time-to-time ("HIPAA") and similar patient and consumer privacy laws; (3) not use the Qualifacts APIs, the User Information, or the API Documentation in any way that violates the intellectual property rights or privacy rights of any applicable end user or other party; (4) not use or disclose any User Information except as necessary for the purposes contemplated by ONC Certification Criteria and these Terms of Use; (5) not attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Qualifacts APIs or any Qualifacts software;(6) not access the Qualifacts APIs, User Information or API Documentation for any purpose not permitted by these Terms of Use; and (7) not access or use the Qualifacts APIs, User Information or API Documentation in any manner that harms or (threatens to harm) Qualifacts' business reputation or subjects (or reasonably may subject) Qualifacts to legal liability.

(c) **Limitations on Data Use.** Access to and use of any User Information accessible via the Qualifacts APIs must be in accordance with the patient authentication provisions below where applicable. Any access to or use of User Information in violation of the conditions and restrictions set forth in paragraph (b) of this section is a breach of these Terms of Use and grounds for immediate suspension of your Developer account or termination of these Terms of Use.

(d) **Documentation.** The API Documentation provided is intended to comply in all respects with the requirements of ONC Certification Criteria. You may keep copies of the API Documentation, and you may access the API Documentation through the Qualifacts website.

(e) **Developer Registration.** Instructions for Developer Registration may be found within the API Documentation for the Qualifacts APIs. Only registered Developers may access the Qualifacts APIs.

(f) **Patient Authentication.** Prior to permitting you to access any User Information through the Qualifacts APIs for the purpose of providing patients with electronic access to their health information, we will verify and authenticate the identity of the applicable patient as follows: a patient will obtain a unique passcode and enter that passcode in your application to gain access to their PHI. A consent notice is required to be presented to the patient before authentication. The following must be

presented to the patient: "By registering with this passcode, you acknowledge that your information, including protected health information, will be transmitted at your discretion to the applicable third-party application, and made available to you through the applicable third party application, and you specifically consent to and authorize Qualifacts to transmit your information in this manner." Any access to or use of User Information without complying with these authentication procedures is a breach of these Terms of Use and grounds for immediate suspension of your Developer account or termination of these Terms of Use.

(g) Monitoring Use of Information. You acknowledge and agree that Qualifacts or its designee may, upon Qualifacts' request, inspect and audit your use of the Qualifacts APIs and the User Information to confirm compliance with these Terms of Use. All such audits shall be conducted during regular business hours and in a manner that does not unreasonably interfere with your business operations. You shall make available all such books, records, equipment, information, and personnel, and provide all such cooperation and assistance, as may reasonably be requested by or on behalf of Qualifacts with respect to such audit. For the avoidance of doubt, any such audit will not require you to test or verify the application(s) you have developed to connect with the Qualifacts APIs.

(h) Attribution. In each case in which you have accessed any User Information through the Qualifacts APIs and transmitted that User Information back to the requesting end user, in whatever form or medium, you may provide notice to such end user along with such transmission that the transmitted User Information was provided through the Qualifacts APIs. You may not otherwise use any Qualifacts name, logo or other trademark for any other purpose, and if you wish to do so, please contact marketing@qualifacts.com for permission.

3. **Ownership of IP.** Developers own applications they create that make use of the Qualifacts APIs. Qualifacts owns the Qualifacts APIs, the API Documentation, and all intellectual property rights therein, as well as any enhancements, improvements, modifications, updates, or other derivatives thereof (such as enhancements to Qualifacts API tools or the API Documentation); provided, however, that Qualifacts makes the API Documentation available for viewing by the public via its website and has provided you the limited license set forth in Section 3(a). Any suggested improvements of the Qualifacts APIs or API Documentation may become a part of such materials without any obligation or notice to the submitter.

4. **Disclaimer of Warranties.** YOUR ACCESS TO AND USE OF THE QUALIFACTS APIS, THE USER INFORMATION, AND THE API DOCUMENTATION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER QUALIFACTS NOR ANYONE ASSOCIATED WITH QUALIFACTS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE QUALIFACTS APIS, THE USER INFORMATION, OR THE API DOCUMENTATION. WITHOUT LIMITING THE

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5. **Limitation of Liability.** IN NO EVENT WILL QUALIFACTS, ITS AFFILIATES OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE QUALIFACTS APIS, THE USER INFORMATION, OR THE API DOCUMENTATION. THIS DISCLAIMER INCLUDES ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL OR LOSS OF DATA, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE. THE FOREGOING DOES NOT AFFECT ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

6. **Indemnification.** You agree to defend, indemnify and hold harmless Qualifacts, its affiliates, licensors and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Qualifacts APIs, the User Information, or the API Documentation other than as expressly authorized in these Terms of Use or your use of any information contained in the User Information.

7. **Termination.** Qualifacts may terminate these Terms of Use with you for cause immediately upon written notice to you if you breach any provision of these Terms of Use. Without limiting the foregoing, in the event of a breach that gives rise to the right by Qualifacts to terminate these Terms of Use with you, Qualifacts may elect, as an interim measure, to suspend its performance hereunder (including, without limitation, your license to access and use the Qualifacts APIs, User Information, and the API Documentation) until the breach is cured. Qualifacts' exercise of its right to suspend performance shall be without prejudice to Qualifacts' right to terminate these Terms of Use upon written notice to you.

8. **Governing Law; Miscellaneous.** The laws of the State of Tennessee (without giving effect to its conflict of laws principles) govern all matters arising out of or relating to these Terms of Use and the transactions it contemplates, including, without limitation, its interpretation, construction, performance, and enforcement. Any claims or actions regarding or arising out of these Terms of Use must be brought exclusively in a court of competent jurisdiction sitting in Nashville, Tennessee, and each party submits to the jurisdiction of such courts for the purposes of all legal actions and proceedings arising out of or relating to these Terms of Use. If any provision of these Terms is found to be invalid by any court having competent jurisdiction, the invalidity of such provision will not affect the validity of the remaining provisions, which will remain in full force and effect. Waiver of any of these Terms will not be deemed a further or continuing waiver of such term or condition or any other term or condition. These Terms of Use, as may be modified from time-to-time, constitute the entire agreement between you and Qualifacts with respect to the use of the Qualifacts APIs, User Information and API Documentation.