

API Terms of Use

Updated July 24, 2017

This is a legal agreement ("agreement") between "you" (a "developer" or "user") and amrita ventures, llc ("company"). By using the system and/or accepting this agreement, you are consenting to be bound by its terms. Whereas, company is willing to supply the system (as defined below) to you; whereas, you desire to have access to the system, and are aware of the purpose of the system; now therefore, in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties hereby agree:

1. Definitions.

As used herein: "software" means the open application programming interface (api) software, access to any applicable related website or network resources intended for use with the software, and any other software provided by company to you in connection with this agreement, as applicable, in the form intended by company for use by you, as documented by the company, and any updates or upgrades thereto provided by company in company's sole discretion. "system" means any company website or network resources, software and documentation, "codes", company's public key infrastructure (pki), and any services, programs, functions and information provided by company to you. "computer" means any computing device containing one or more central processing units, including but not limited to desktop and laptop personal computers, tablet devices and smartphones. "documentation" means any printed documentation regarding the system, any electronic documentation regarding the system, and any other online or other documentation that is generally made available by company to users or developers. "user" means an end user (a person and/or other entity) who uses the system directly or through a third party software product or service. You are a "developer" if you produce or provide software or services through which a user or users can use the system. "use" means when you access the system. Company may modify the software and documentation at any time and from time to time and the definitions of software or documentation shall be deemed to also include such modifications and such software and documentation as modified. "hipaa" means the health insurance portability and accountability act of 1996 and the regulations promulgated thereunder. "hitech" means the health information technology for economic and clinical health act under title xiii of the american recovery and reinvestment act of 2009 and the regulations promulgated thereunder. "phi" means protected health information as defined by hipaa. "data holder" means any third party organization that provides data that can be accessed through the system. "excessive use" means use of the system by a developer or user that exceeds two times the 99th percentile of system use observed by company for all developers and/or users, or is otherwise identified as an outlier by company, as measured by a suitable metric determined by company, examples including but not limited to bandwidth utilized or number or size of data processed.

2. License grant.

Company grants developer and their users a non-transferable, non-exclusive, revocable, limited license to use the system subject to the terms and conditions of this agreement. Rights not expressly granted herein are reserved by company.

3. License restrictions.

The license rights granted under this agreement are subject to the following restrictions: (a) licensee shall not, directly or indirectly, reverse engineer, disassemble, decompile, disclose, alter, enhance, modify or create derivative works or improvements of the products, including, without limitation, attempt to derive the human readable source code of any software that is in the form of machine executable code, or the documentation; (b) licensee shall not, directly or indirectly, sell, license, transfer, sublicense, loan, lease, mortgage, pledge, encumber the products or documentation, or use the products or documentation for

commercial time-sharing, rental or service bureau use, to prepare and publish any benchmark or performance results, or use the products or documentation in any other capacity whereby third parties are provided access to or use of the products or documentation in return for a fee or other non-cash compensation; (c) with regard to any and all copies of the products and documentation, licensee shall ensure that each copy contains all proprietary right legends, disclaimers, and warning notices as in the original; (d) licensee shall not use the products or documentation for any purpose other than to support licensee's use of the products and the documentation per this agreement; (e) licensee shall not alter or remove any copyright or other proprietary notices of licensor or its licensors from the products or documentation; (f) licensee shall not apply for copyright, trademark or patent protection in the products, improvements, or documentation, or file any document with any governmental agency that would affect licensor's ownership of the products, improvements, or documentation, or aid or abet anyone else in doing so; (g) licensee shall not sublicense the products, improvements or any documentation; and (h) licensee shall not utilize any equipment, device, software, or other means designed to circumvent or remove any form of copy protection used by licensor in connection with the products, or use the products together with any authorization code or serial number not supplied by licensor. The parties declare that licensee shall be entitled to use any other software for conduct of its operations if the use of such software is not together, for processing of data or creation of new program, with the products. You shall not use software or system for any purpose other than those permitted by this agreement. You will not use the system for any purpose that is unlawful or prohibited by this agreement.

4. Participant evaluations and user submissions; hipaa and hitech; user responsibilities.

A. As requested by company, you may furnish company with information describing the results of your use of the system, including (a) developer's name and contact information and the names of any other participants, and (b) any errors, problems, difficulties, or suggestions regarding the access to or use of the system. You agree that company will own and has the right to use, transfer and license all suggestions and improvements, whether written or oral, furnished by you without having any obligation or liability to you. You will also promptly respond to any reasonable questions provided by company regarding the system.

B. You attest that you are authorized to access the phi you are requesting through the system, and you agree to handle and process such information according to any and all applicable laws. If you are a developer, you agree to maintain suitable facilities, management, operational, and physical controls to protect phi and any codes consistent with the security and privacy controls imposed by hipaa, hitech, and any other federal, state, and local laws, where applicable, and to treat all codes with no less care and protection than that afforded to protected health information. You acknowledge and agree that you shall use the system only as and to the extent permitted by applicable law, including any applicable import or export laws, and only for applications related to the secure access to health information over the internet, in a manner compliant with the security and privacy rules of hipaa, hitech, and any other applicable law or regulation. You acknowledge and agree that company is not a covered entity. You agree that you will not intentionally submit to company or otherwise share with company any protected health information and will not provide company with access to any protected health information except as required for you to use the system. You acknowledge and agree that company only acts as a conduit to transfer protected health information or any other data between you and a data holder.

C. You acknowledge that the system is a data transport tool and is not intended to serve as a medical record, and that it is your sole responsibility to establish policies and procedures that ensure that the content of any data accessed through the system is incorporated into a patient's medical record, when applicable. You agree that it is your sole responsibility to provide or obtain any and all necessary consents and to fulfill any and all obligations that are required by hipaa, hitech, or other governmental statute or regulation prior to use, disclosure, or transmission of any protected health information or other data accessed through the system. You agree that company has no obligation to archive or otherwise store any phi or other data transferred through the system. You acknowledge that the data you request may not be accessible through the system when (i) you are denied access by data holder to any or all of the data requested or the data holder does not respond to your request for any reason, (ii) your request or the data provided by a data holder is not in a format recognized by the system, (iii) your request would cause transfer size or frequency to exceed the allowable maximum permitted by company, (iv) the codes you use

to access the system are invalid, (v) this agreement terminates, or (vi) for any other reason. You acknowledge that company does not control the content of data accessed through the system, that data accessed through the system may contain software viruses or other malicious content, that it is your sole responsibility to protect your computer system from viruses, and that the company has no responsibility to protect your computer system from viruses or other malware. You agree that company, in its sole discretion, reserves the right not to enable software or system for any particular developer or user, should we determine, in our sole discretion, that use by the developer or user is a threat to company's systems or negatively impacts the use of the system by other users.

D. Each developer or user may also make submissions of certain data and information to company (the "user submissions"), such as feedback related to the system. You understand that user submissions are not and shall not be deemed to be your confidential and/or proprietary information, regardless of whether any submission is marked "confidential" and/or "proprietary". All user submissions of any type, and the responses of company or any other user, if any, and all intellectual property rights therein, including any derivatives, modifications, updates and improvements thereto, shall be owned solely by company. You hereby warrant that the user submissions are and will be in compliance with all applicable laws and regulations, and will not contain protected health information. Company has a right to use user submissions, to which it is given access in any form, to evaluate, test or improve the system or for other internal purposes related to the system. You will make user submissions and will provide company access to software-generated data only in accordance with hipaa/hitech, applicable state privacy laws and other applicable laws.

E. If the company (i) determines that a statute or regulation, including any interpretation thereof (e.g., an advisory opinion) (collectively referred to in this subsection as a "law") to become effective as of a certain date which, if or when implemented, would have the effect of subjecting the company to civil or criminal prosecution under state and/or federal laws, or any other material adverse proceeding on the basis of such party's participation herein, or (ii) receives notice of an actual or threatened decision, finding or action by any governmental or private agency or party or court (collectively referred to in this subsection as an "action"), which, if or when implemented, would have the effect of subjecting company to civil or criminal prosecution under state and/or federal laws, or any other material adverse proceeding on the basis of such party's participation herein, then company shall amend this agreement to the minimum extent necessary, as determined reasonably by the company, in order to comply with such law or to avoid the action, as applicable and company shall have the power to amend this agreement for this purpose without your consent or the consent of any other person or entity. If the company determines that compliance with such requirements is impossible, then this agreement may be terminated by the company without penalty and without prior written notice.

5. Codes.

A. Company may limit the number of persons who can use the system. You may be issued one or more identification codes or tokens. You may also be issued one or more private security keys and/or public security certificates for use with the system. All such user codes, keys, certificates, tokens, or passwords issued by company are referred to herein as the "codes." if you are a developer, you warrant to company that (a) all information supplied by you is true, correct and complete, (b) no unauthorized entity has ever had access to your codes, and (c) you have not included trademarks in your token request unless you also possess the rights to use the respective names, nor have you otherwise misrepresented the identity of your legal organization or software. You are solely responsible for use and proper protection of your codes, and agree to take all reasonable precautions to protect the security and integrity of the codes and to prevent their unauthorized use. You acknowledge and agree that you are solely responsible for all actions taken that utilize your codes, unless such actions are taken by company, its subcontractors or agents without your approval.

B. If you become aware of any unauthorized access or use of the system or any other part thereof, you shall immediately notify company. If company determines in its sole discretion that you are or may be using a code issued by company for purposes other than those allowed by this agreement, company may, in its sole discretion, revoke the code. Company may modify a code or its metadata issued to a developer if

company determines, in its sole discretion, that such modification is required for company to meet the initial or ongoing inclusion or interoperability requirements of a trust community or equivalent in which company participates or intends to participate, or that company or developer do not meet or cease to meet the inclusion requirements for a trust community or equivalent. You will cease use of all codes following expiration or revocation of the corresponding code or of the license granted hereunder. If you are a developer, you will promptly notify company if any information in your code or its associated metadata is inaccurate or has changed. You will protect all codes to which you have access from unauthorized access. If you discover, or have reason to believe that your codes have been compromised, or that information contained in your code or its associated metadata is inaccurate or has changed, you agree to promptly notify company to request a new code, and to promptly notify any person or organization that may reasonably be expected to rely on your code. Without limiting the last sentence of section 7, this section 5 will survive any termination of this agreement.

6. Proprietary rights and audits.

The system, documentation and all content and all information with regard thereto or contained therein including, but not limited to, data, evaluation and test results, any reports, questionnaires or other documentation provided to company under this agreement (the "company information") and any user submissions, including any compilations of any participant information that are created in connection with or as part of the system are proprietary products of company and its licensors and are protected under various intellectual property laws. Except for the rights expressly granted pursuant to section 2 above, company and its licensors retain all right, title, and interest in and to the system and documentation, all other company information and the user submissions, including all intellectual property rights therein.

7. Term and termination.

The term of this license shall begin on the date of your acceptance of this agreement, first use of the system, or upon issuance of codes to you by company, whichever occurs earliest. This license will automatically terminate without notice to you upon expiration of codes issued to you by company or upon the termination of this agreement as provided herein, whichever occurs earlier. Upon any termination, all rights and licenses granted to you under this agreement shall immediately terminate and, if you have been issued any code(s) from company, you shall destroy and discard (or cause to be destroyed or discarded) and cease use of all copies of such code(s). The terms of this agreement that give the parties rights beyond termination of this agreement will survive any termination of this agreement.

8. Disclaimers.

A. You acknowledge and agree that the system and any content are provided to you "as-is," with no warranty whatsoever, either express or implied, including without limitation, the warranties of merchantability or fitness for a particular purpose or use, any warranty of non-infringement, or any warranty that the operation of the system will be uninterrupted or error free. Company disclaims any liability for unauthorized third party access, or reliance on the system by you or any third party. Company disclaims any liability for any damages to your computer or any third party's computer or other property caused by or arising from your use of the system, whether due to infection by a software virus or other malware or other cause. You agree that you and the company are independent contractors and that neither has any fiduciary responsibility to the other. In furtherance of the immediately preceding sentence, each of you and the company agree to never assert for its own benefit that the other has any fiduciary duties and to the extent permitted by applicable law, you and company hereby disclaim any fiduciary relationship between company on one hand and you on the other hand. You further acknowledge that some content, including but not limited to any health data or directory information, has been supplied by third parties and that company makes no warranty whatsoever with respect to such content. Company has not attempted to nor has it verified the accuracy or completeness of such content, nor does company have any obligation to update or correct any such content. You acknowledge that use of the system may require that data is supplied by or passes through systems that are not controlled by company, including, without limitation, internet service providers, third party applications, routers, domain name system (dns) servers, and systems

run by data holders, and you agree that company is not responsible for the timeliness, reliability or availability of those systems.

B. You acknowledge that the system is designed to facilitate secure delivery of health content over the internet. You acknowledge and agree that each user's needs and data are unique, and that your inputs and information and your use to generate customized reports and outputs or other data based on your own needs and data, may cause your experience to differ from other users and that you assume the entire risk of their reliance on the system and any reports, information or any other content generated thereby. You acknowledge that the access to health information through system may require data to pass through other systems that are not controlled by company, and you agree that company is not responsible for the timeliness or reliability of delivery or receipt of data through the system. You acknowledge and agree that you will never use the system in urgent, critical, emergency, life-threatening, time sensitive or mission critical scenarios, and instead shall communicate in such circumstances directly and orally. You shall never use the system as a substitute for direct oral person-to-person communication in urgent, critical, emergency, life- threatening, time-sensitive, or mission-critical situations, including for communication of critical medical results in such circumstances.

9. Limitation of liability.

In no event and under no circumstances shall company or its affiliates, employees, officers or licensors be liable hereunder or with respect to the system or documentation provided hereunder (i) for any indirect, special, incidental, consequential, exemplary, reliance or punitive damages or loss of profits, loss of business, loss of revenue, loss of data, loss of goodwill, loss of business opportunities, or business interruption, however caused and under any theory of liability, including but not limited to contract, tort (including products liability, strict liability and negligence), statutory or otherwise, whether or not company was or should have been aware or advised of the possibility of such damage, (ii) for any liability arising from information included in or excluded from data accessed by you through the system, unless the fault in the information is due to fraud or willful misconduct of the company, (iii) arising from the usage of a code that is not valid or has not been used in conformance with this agreement, (iv) arising from compromise of your codes, or (v) for any matter outside the company's control including, without limitation, if company cannot revoke a code or terminate access to data for any reason outside of company's control. In no event shall company's or its licensors' aggregate liability arising out of this agreement exceed the net amount company has actually received from you to access the system as a developer or user in the twelve months preceding the first claim made by you against the company. This limitation of liability shall not apply to liability for death or personal injury to the extent applicable law prohibits such limitation. The foregoing limitations shall apply notwithstanding the failure of essential purpose of any limited remedy stated in this agreement. You agree that you are solely responsible for any loss or damage resulting from your failing to meet the requirements of this agreement for the protection of your codes.

10. Indemnification.

You agree to indemnify, defend, and hold company, its subsidiaries, officers, employees, agents, contractors, and licensors harmless from and against all claims, damages, and expenses ("claims") arising out of or related to your use of the system, other than those claims arising out of or related to the company's gross negligence, willful misconduct or fraud in providing the system.

11. Miscellaneous.

No waiver or modification of the agreement shall be valid unless made in writing signed by each party, except company may modify the terms of this agreement without written notice by posting the modified agreement on our company website. Your continued use of the system after such modification shall constitute acceptance of the modified agreement. The waiver of a breach of any term hereof shall in no way be construed as a waiver of any other term or breach hereof. This agreement is governed by the laws of the state of california without reference to conflict of laws principles. All disputes arising out of this agreement shall be subject to the exclusive jurisdiction of the state and federal courts located in california,

and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. Notwithstanding the foregoing, company shall have the right to pursue protection of its intellectual property rights in any court of competent jurisdiction. You may not assign this agreement or any rights or obligations hereunder without the prior written consent of company. You must give notice to the company via certified mail. Company may give notices to the you through the company's website or in the sole discretion of the company through any other method reasonably calculated and intended to provide actual notice to you, provided that any notice from company received by you or your representative or agent shall be effective, and you shall be deemed to have received any notice that company attempts to give using means reasonably calculated and intended to provide actual notice to you. Subject to the foregoing, this agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns. Any attempted assignment in violation of this section shall be null and void. If any provision of this agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this agreement shall remain in full force and effect. Nonperformance of company shall be excused to the extent that performance is rendered impossible by strike, fire, flood, earthquake or other natural disaster, failure of any electrical, communication, or other system over which company has no control, acts of war or terrorism, acts of god, governmental acts or restrictions or for any other reason when failure to perform is beyond the reasonable control of company whether or not the company could have taken precautions to provide for backup or an alternate data center in another geographic location or otherwise. This agreement constitutes the entire understanding and agreement with respect to its subject matter, and supersedes any and all prior or contemporaneous representations, understandings and agreements whether oral or written between the parties relating to the subject matter of this agreement, all of which are merged in this agreement, except that (if applicable) any prior confidentiality agreement executed and signed by both you and company shall be effective through the effective date and any confidential information of company thereunder will continue to be protected as proprietary information hereunder.

Exhibit a. The "software" includes without limitation the following components: (1) the object code, documentation, connecting software, or any related components; (2) the developer interface and user experience, including the methods of serving up data and associated graphics, logos, trade names, and icons; (3) the underlying database design and system architecture; (4) the structure of any log files generated; (5) any internet email address, domain name, private or public keys or access codes, web resource, or code provided to you by company; (6) the concept and implementation of each of the foregoing in the context of the industries in which the software may be used. These components, and all other parts of the software, are proprietary to company. You agree to use the software and system only as intended by company.