

Infocare API Developer Agreement
Last updated November 30, 2023

THIS IS A LEGAL AGREEMENT BETWEEN YOU AND INFOCARE, INC. (“INFOCARE”, “WE” OR “OUR”) GOVERNING YOUR USE OF THE INFOCARE APIs (DEFINED BELOW). BY ACCESSING OR IN ANY WAY USING THE INFOCARE APIs YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS DEVELOPER AGREEMENT AND ANY OTHER APPLICABLE TERMS AND CONDITIONS POSTED ON INFOCARE’S WEBSITE LOCATED AT WWW.INFOCAREHEALTH.COM (COLLECTIVELY, THE “AGREEMENT”). IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS THE DEVELOPER PORTAL OR USE THE INFOCARE APIs.

By entering into this Agreement, you affirm that you are of legal age to enter into this Agreement and are authorized to enter into this Agreement on behalf of your Company. No legal partnership or agency relationship is created between INFOCARE and you or your Company by virtue of this Agreement.

We may update this Agreement by posting the updated version(s) on this Website. Updated versions of the Agreement will apply to your use of the INFOCARE APIs occurring on or after the date of the last update. The “Last Updated” legend above indicates when this Agreement was last changed. You should periodically review this page to determine if this Agreement has been updated. Your continued use of the INFOCARE APIs following any updates to this Agreement shall constitute notice and acceptance of any such updates.

PERMISSIBLE USE OF INFOCARE APIs

We provide access to our application programming interfaces (“INFOCARE APIs”), including the Fast Healthcare Interoperability Resources API (“FHIR API”), the Consolidated Clinical Document Architecture API (“C-CDA API”), and any additional APIs we may add in the future (individually or collectively, the “INFOCARE API(s)”) on the Developer Portal. You may only access INFOCARE APIs by the means described in the documentation of the particular INFOCARE API. If INFOCARE assigns you developer credentials, you must use them with the applicable INFOCARE APIs only. We may update, change, discontinue or add INFOCARE APIs or functionality or features to the INFOCARE APIs in our discretion with or without providing notice to you.

Subject to the terms of this Agreement, INFOCARE revocable, limited, personal, non-sublicensable, non-exclusive, and non-transferable license to use the INFOCARE API to develop, test, and support your application. Your license is subject to the limitations set forth in this Agreement. You may only access the INFOCARE APIs by means of an application that has been registered with INFOCARE to access them. You agree to comply with all applicable laws, regulations and governmental issuances.

RESTRICTIONS

You may not: (a) decompile, disassemble, reverse engineer, or otherwise attempt to derive, reconstruct, identify, or discover any source code, underlying ideas, or algorithms of the INFOCARE APIs by any means, except to the extent that the foregoing restriction is prohibited by applicable law; (b) remove any proprietary notices, labels, or marks from the INFOCARE

APIs; (c) interrupt or attempt to interrupt the operation of the INFOCARE APIs in any way, including, without limitation, by restricting, inhibiting, or interfering with the ability of any other user to use the INFOCARE APIs (including by means of hacking or defacing any portion of the INFOCARE APIs, or by engaging in spamming, flooding, or other disruptive activities); (d) disrupt, interfere with, modify, bypass, or otherwise circumvent INFOCARE APIs functionality or features, limitations, security measures, technical processes, availability, integrity, or performance (or attempt the same); (e) transmit or attempt to transmit data over a INFOCARE API unless such transmission is authorized and formatted in accordance with applicable specifications in the INFOCARE API implementation guide; (f) transmit or otherwise make available through or in connection with the INFOCARE APIs any malicious, harmful or invasive code; (g) attempt to exceed INFOCARE APIs rate limits; (h) conduct security research on or testing against INFOCARE APIs, services, applications, systems, devices, or networks without prior written approval from INFOCARE; or (i) use the INFOCARE APIs (1) for any unlawful purpose or in any manner not authorized or intended in the INFOCARE APIs implementation guide, (2) in any way that could pose a threat to, disrupt, interfere with, harm, or impair the INFOCARE APIs, INFOCARE or other INFOCARE services, applications, systems, devices, or networks, or INFOCARE members', patients', customers', or other users' use of INFOCARE APIs, (3) in any manner that, in INFOCARE's reasonable determination, constitutes excessive or abusive usage, (4) to gain unauthorized access to any INFOCARE service, application, system, device, or network, (5) to transmit malicious code or exploit security flaws, vulnerabilities, or deficiencies, or (6) to obtain materials, data, or information for purposes of gaining a competitive advantage over INFOCARE or its related entities.

MONITORING

Your use of this website and the INFOCARE APIs may be monitored by INFOCARE to ensure compliance with this Agreement. You consent to such monitoring.

REPORTING SECURITY ISSUES

You agree to promptly report to INFOCARE any security flaws, vulnerabilities, or deficiencies identified through normal use of INFOCARE APIs by notifying INFOCARE through normal channels of communication. You shall not and may not publicly disclose security flaws, vulnerabilities, or deficiencies in the INFOCARE APIs or other INFOCARE applications, systems, devices, or networks of which you become aware.

ACCOUNTS/REGISTRATION

You represent and warrant that any and all registration information you provide to INFOCARE in connection with your access to the INFOCARE APIs is accurate, complete, and up to date. Any notices in connection with this Agreement or your use of the INFOCARE APIs will be provided by email to the address provided as part of your registration information. You agree to inform INFOCARE promptly of any updates to your registration information. You are responsible for maintaining the confidentiality of any passwords, keys, tokens, and user IDs issued to you by INFOCARE in connection with your access to the INFOCARE APIs (collectively, "Credentials") and agree not to provide them to any third party. You are responsible for all applications that are developed under your Credentials and any breach of security caused by your failure to maintain the confidentiality of your Credentials. You agree to notify INFOCARE immediately in the event of loss, theft, unauthorized use or other compromise of the security or confidentiality of your Credentials.

PROPRIETARY RIGHTS

INFOCARE or its licensors own the INFOCARE APIs and the content on this website and all intellectual property rights therein, including, without limitation, all modifications, enhancements, derivative works, and upgrades thereto. You will not use or register any business name, trademarks, service marks, tradenames, logos, domain names or social media account names or handles which incorporate, in whole or in part, any INFOCARE name, trademarks, logos, or other distinctive brand features, or are similar to any of these, and agree not to remove any proprietary notices, labels, or marks from the INFOCARE APIs, and, in any case, you may not use those notices, labels or marks to imply affiliation with or endorsement by INFOCARE. You have only those rights to access and use the INFOCARE APIs as are expressly granted by INFOCARE under this Agreement and all other rights in the INFOCARE APIs are reserved to INFOCARE or its licensors. You acknowledge that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed.

PRIVACY

Your submission of information through the Website is governed by our Privacy Policy. Information or data about individuals available from INFOCARE APIs is subject to certain federal and state laws governing the privacy and security of such information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and other laws, and require special safeguarding. You must comply with all applicable federal and state laws regarding the protection and disclosure of information obtained through the INFOCARE API.

RESPONSIBILITY FOR HARDWARE, SOFTWARE, TELECOMMUNICATIONS AND OTHER SERVICES

You are responsible for obtaining, maintaining, and paying for all hardware, software, and all telecommunications and other services, needed for you to use the INFOCARE APIs.

DISCLAIMER OF WARRANTY

INFOCARE CANNOT ENSURE THAT THE INFORMATION CONTAINED ON ITS SERVER OR OTHER SYSTEMS WILL BE AVAILABLE AT ALL TIMES, AND BECAUSE YOU AND OTHER USERS ARE RESPONSIBLE FOR INPUTTING INFORMATION ONTO INFOCARE'S SERVER OR SYSTEMS, INFOCARE CANNOT ENSURE THAT THE INFORMATION PROVIDED ON ITS WEBSITE AND THROUGH THE INFOCARE APIs WILL BE ACCURATE. INFOCARE AND ITS SERVICE PROVIDERS DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES REGARDING THE INFOCARE APIs, INFORMATION, CONTENT, SERVICES, FUNCTIONALITY, AND ANY OTHER RESOURCES AVAILABLE ON OR ACCESSIBLE THROUGH THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON- INFRINGEMENT. ALL SUCH INFOCARE APIs, INFORMATION, CONTENT, SERVICES, FUNCTIONALITY AND RESOURCES ARE MADE AVAILABLE "AS IS" AND "AS AVAILABLE", AT YOUR SOLE RISK, WITHOUT WARRANTY OF ANY KIND. INFOCARE DOES NOT WARRANT THAT THE WEBSITE OR INFOCARE APIs WILL BE ACCURATE OR OPERATE WITHOUT INTERRUPTION OR ERROR.

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INFOCARE, INFOCARE OR THEIR SERVICE PROVIDERS, LICENSORS OR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, AFFILIATES, SUPPLIERS, VENDORS, LICENSORS, CO-BRANDERS OR PARTNERS, OR THE INFOCARE CORPORATIONS (COLLECTIVELY, THE "INFOCARE PARTIES") BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM ANY LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, BUSINESS INTERRUPTION, LITIGATION, OR ANY OTHER PECUNIARY LOSS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE, OPERATION OR PERFORMANCE OF THE INFOCARE APIs, WITH THE DELAY OR INABILITY TO USE THE INFOCARE APIs, ANY DEFECTS IN THE INFOCARE APIs, OR WITH THE PROVISION OF, OR FAILURE TO MAKE AVAILABLE, ANY INFORMATION, SERVICES, PRODUCTS, MATERIALS, OR OTHER RESOURCES AVAILABLE ON OR ACCESSIBLE THROUGH THE INFOCARE APIs, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You acknowledge and agree that the limitations set forth above are fundamental elements of this Agreement.

INDEMNIFICATION

You agree to indemnify, defend, and hold the INFOCARE Parties harmless from any liability, loss, claim, and expense (including reasonable attorneys' fees) actually or allegedly related to or arising out of your use of the INFOCARE APIs or this website, your use or disclosure of information obtained through the INFOCARE APIs, your violation of this Agreement, and/or your violation of the rights of any other person.

TERM, TERMINATION, SUSPENSION AND REVOCATION

This Agreement is effective until terminated by either party. If you no longer agree to be bound by this Agreement, you must cease your use of the INFOCARE APIs. If you breach any provision of this Agreement, then you may no longer use the INFOCARE APIs.

INFOCARE may suspend or revoke your Credentials or access to the INFOCARE APIs without prior notice for your failure to comply with this Agreement or if INFOCARE determines that your access to the INFOCARE APIs would present an unacceptable level of risk to the security of INFOCARE's systems. INFOCARE may terminate this Agreement if you fail to comply with its terms and, to the extent permitted by law, for any or no reason.

If this Agreement is terminated for any reason, then: (a) this Agreement will continue to apply and be binding upon you in respect of your prior use of the INFOCARE APIs (and any unauthorized further use of the INFOCARE APIs); and (b) any rights granted to us under this Agreement will survive such termination.

GENERAL LEGAL TERMS

This Agreement constitutes the entire agreement between you and INFOCARE with respect to its subject matter. INFOCARE's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If a court of competent jurisdiction rules that any provision of the Agreement is invalid, then that provision will be removed from the Agreement without affecting the rest of the Agreement and the remaining provisions will continue to be valid and enforceable. There are no third-party beneficiaries to this Agreement. The rights granted in this Agreement may not be assigned or transferred by You without the prior written approval of INFOCARE. You may not delegate your responsibilities or obligations under this Agreement without the prior written approval of INFOCARE. This Agreement shall be governed by the laws of the State of Illinois without regard to its conflict of laws provisions. You agree to submit to the exclusive jurisdiction of the state and federal courts located in the Illinois to resolve any legal matter arising from this Agreement and each of the parties hereto waives any objection to jurisdiction and venue in such courts. INFOCARE may, notwithstanding this, seek injunctive remedies in any jurisdiction.