INTEGRA CONNECT FHIR API TERMS OF USE

THESE API TERMS OF USE ("TERMS") ARE A LEGAL CONTRACT BETWEEN INTEGRA CONNECT, LLC ("US", "OUR", "WE" OR "INTEGRA") AND THE INDIVIDUAL OR ENTITY ("USER"), ACCESSING AND/OR USING THE FHIR API (AS DEFINED BELOW). IF YOU ARE AGREEING TO THESE TERMS AS AN INDIVIDUAL, "USER" REFERS TO YOU INDIVIDUALLY. IF YOU ARE AGREEING TO THESE TERMS AS A REPRESENTATIVE OF AN ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY AND "USER" REFERS TO THAT ENTITY. IF USER DOES NOT AGREE WITH ALL OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE FHIR API. BY ACCESSING OR USING THE FHIR API, USER ALSO AGREES WITH THE TERMS OF OUR PRIVACY POLICY LOCATED AT https://www.integraconnect.com/privacy-policy/ ("PRIVACY POLICY").

THIS API TERMS OF USE PROVIDES YOU WITH A LICENSE TO USE THE FHIR API SUBJECT TO THE TERMS BELOW AND CONSISTENT WITH OUR PRIVACY POLICY. THIS TERMS OF USE APPLIES ONLY TO THE FHIR API AND DOES NTO APPLY TO ANY OTHER APIS OR INTEROPERABILITY TECHNOLOGY MADE AVAILABLE BY INTEGRA.

1. <u>Definitions</u>.

   (a) "<u>Critical Security Issue</u>" means functionality or behavior that, in Integra's reasonable opinion, (i) compromises patient confidentiality or safety, or (ii) compromises the integrity or accessibility of patient data.

   (b) "<u>Documentation</u>" means the technical manuals and any other materials that Integra provides, whether in printed, electronic or other form, that describe the operation, use or technical specifications of the FHIR API.

   (c) "<u>Electronic Health Information</u>" or "<u>EHI</u>" has the meaning set out in Section 171.102 of the Office of the National Coordinator's 21st Century Cures Act: Interoperability, Information Blocking and the ONC Health IT Certification Program final rule ("Cures Act").

   (d) "<u>FHIR API</u>" or "<u>API</u>" means the Integra application programming interface that provides functionality for software applications to communicate with the Integra Connect Platform and search for and access the Electronic Health Information of patients stored thereon.

   (e) "<u>Integra Connect Platform</u>" means Integra's electronic health record platform.

2. <u>Accounts, Licenses and Keys</u>.

   (a) <u>Account Registration</u>. In order to access the FHIR API and related information and documentation that Integra may provide, User may be required to create an account, and select one or more usernames and passwords (each a "User ID"). User agrees to provide Integra with accurate, complete, and up-to-date registration information and to update such information when necessary. User is solely responsible for maintaining the confidentiality of User's password(s) and for all activities that occur using User's User ID(s). User agrees not to share User's password(s), let anyone else access User's password(s), or do anything else that might jeopardize the security of User's password(s). User agrees to notify Integra if User's password is lost, stolen, or disclosed to an unauthorized third party, if there is any unauthorized use of User's User ID(s) or password(s), or if User learns of any other breach of security in relation to the FHIR API or Integra Connect Platform. User is solely responsible for any and all activities that occur through the use of User's User ID(s).

(b)   API License. Subject to User's compliance with these Terms, Integra hereby grants User a limited, worldwide, non-sublicensable, non-transferable, nonexclusive license to use the FHIR API, in accordance with the Documentation, for the sole purpose of allowing User to build software applications that communicate with the Integra Connect Platform (each an "App"). For clarity, users of User's App(s) are not permitted to access the FHIR API directly, and further, Integra is not and shall not be liable to any such users in connection with their use of any App.

(c)   Trademark License. Subject to User's compliance with these Terms, Integra hereby grants User a worldwide, limited, non-exclusive, non-transferable, royalty-free, revocable license to use and display the Integra logo and name solely to the extent required to develop and/or distribute Apps. User agrees to comply with any trademark guidelines provided by Integra and acknowledges that any goodwill associated with the Integra logo and name inure solely to the benefit of Integra.

(d)   API Keys. User's implementation and use of the FHIR API as permitted under these Terms may require the use of one or more unique authentication keys (each an "API Key"). If such API Key(s) are required, Integra will issue such API Key(s) to User, which must be referenced in the applicable Apps' calls to the FHIR API. Such API Keys are Integra's Confidential Information (as defined below), may not be shared, and may not under any circumstances be used by any software that is not an App.

3.   Restrictions. Except as expressly permitted under these Terms, User shall not (and shall not authorize or encourage any third party, including any user of the App(s) to), directly or indirectly (i) rent, lease, loan, sell, sublicense, assign, or otherwise transfer any rights in or to the FHIR API and/or the Integra Connect Platform; (ii) clone the FHIR API, (i) remove any proprietary notices from the FHIR API (or any portion thereof); (ii) decompile, reverse engineer, disassemble, or derive the source code, underlying ideas, concepts or algorithms of the FHIR API, the API Keys and/or the Integra Connect Platform (except as and only to the extent the foregoing restrictions are expressly prohibited by applicable statutory law); (iii) disable, disrupt, circumvent, interfere with, or otherwise violate or impair the security of the FHIR API or any Integra product or service; or (iv) combine, remix, link against, transform, build upon, create a derivative work with, or otherwise use the FHIR API in User's App(s) or otherwise such that the FHIR API or any portion thereof would be required to be (i) disclosed or distributed in source code form, or (ii) licensed under terms that allow any licensee to copy, modify or create derivative works of the FHIR API or any other Integra product or service.

4.   Intellectual Property Rights. As between Integra and User:
(a)   Integra owns all right, title, and interest (including but not limited to all intellectual property rights) in and to the FHIR API and Integra Connect Platform, including any copies and derivative works thereof. No rights or licenses are granted except as expressly and unambiguously set forth herein. If User provides Integra with any feedback regarding the FHIR API or any of Integra's other products and/or services (including any suggestions, improvements, enhancements, and/or feature requests), User hereby assigns to Integra all right, title, and interest thereto (including any intellectual property rights therein). Integra retains all right, title and interest into any and all data or information that User accesses via the FHIR API and nothing in these Terms shall be construed to grant User rights to such data or information.

(b)   Subject to Integra's ownership rights in and to the FHIR API and Integra Connect Platform, User owns all right, title, and interest (including but not limited to all intellectual property rights) in and to the App(s), including any copies and derivative works thereof.

5. Confidentiality.

    (a) Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally, in writing or otherwise, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

    (b) Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party or by applicable law, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of these Terms, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Notwithstanding the foregoing, either Party may disclose the existence or terms of these Terms to third parties in connection with a proposed merger or sale of all or substantially all of such Party's assets. Upon termination of these Terms, the parties will promptly either return or destroy all Confidential Information and, upon request, provide written certification of such. User is responsible for safeguarding the confidentiality of the passwords and User IDs that Integra issues to User, and for any use or misuse of User's User ID by any third party.

    (c) Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by applicable law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

    (d) User Privacy and Data Protection. User's ability to use the FHIR API may allow User to access Personal Information stored in the Integra Connect Platform. "Personal Information" is any information pertaining directly or indirectly to an identifiable individual, including EHI. With respect to any Personal Information to which User may receive access through the use the FHIR API, User agrees to the following: (i) User shall adopt and publicly display a privacy statement that summarizes its privacy practices; (ii) User's privacy practices must comply with applicable laws; (iii) User's collection and use of Personal information will be only as authorized by App users and must comply with User's privacy policy; and (iv) at all times, User's App (s) and User's use of information obtained from the Integra Connect Platform or via the FHIR API will comply with all applicable federal and state privacy and data protection laws.

(e)   <u>Security Measures</u>. User must provide adequate security for the Personal Information to which it has access, consistent with the industry best practices then in effect for the data to be protected.

6.   <u>Fees</u>. User agrees to pay all fees applicable to User's use of the FHIR API using one of the payment methods Integra supports. All fees are based on services purchased, regardless of actual usage. All amounts payable under these Terms will be made without setoff or counterclaim, and without any deduction or withholding. Integra will invoice User for any applicable fees and User agrees to pay all invoiced amounts within thirty (30) calendar days of the invoice date. We reserve the right to do so in the future in accordance with applicable regulations.

7.   <u>Changes to these Terms and the FHIR API</u>. Integra may change these Terms from time to time and such changes will be effective upon the date specified by Integra. Integra will inform User of any material changes to User's obligations under these Terms at least sixty (60) days in advance of the effective date of such changes. However, modifications to these Terms to reflect changes to regulatory guidance or applicable laws will become effective immediately. User's continued use the FHIR API after changes to these Terms become effective means that User has accepted the changes. Integra also may, unless prohibited by applicable laws, modify, temporarily suspend, or discontinue the FHIR API from time to time in its sole discretion, subject to the remainder of this section. Integra will make reasonable efforts to inform User in advance of discontinuing the FHIR API during the term of these Terms. In addition, except as exigent circumstances require, Integra will provide User with advance notice of any material changes to the FHIR API. If Integra provides User with any upgrades, patches, enhancements, or fixes for the FHIR API, then all items that are so provided will become part of the FHIR API, respectively, and subject to these Terms. Notwithstanding the foregoing, Integra shall have no obligation under these Terms to provide any such upgrades, patches, enhancements, fixes or any other support for the FHIR API or the Integra Connect Platform.

8.   <u>Compatibility</u>. Each App must maintain 100% compatibility with the FHIR API (including changes provided by Integra from time to time, which shall be implemented in each App promptly thereafter). If any App uses or connects to an outdated version of the FHIR API, User acknowledges and agrees that such App may not be able to communicate with the Integra Connect Platform. User agrees not to modify, extend, subset, or superset the FHIR API to any extent. User understands that Integra may cease support of old versions or releases of the FHIR API, which may affect the functioning of the Apps.

9.   <u>Indemnification</u>. To the fullest extent allowed by applicable law, User agrees to indemnify, defend, and hold Integra, its affiliates, officers, agents, employees, and partners harmless from and against any and all claims, liabilities, damages (actual and consequential), losses and expenses (including attorneys' fees) arising from or in any way related to any third party claims relating to (a) User's use of the FHIR API and/or Integra Connect Platform (including any actions taken by a third party using User's User ID or any API Key issued to User), (b) User's breach of the restrictions identified in Section 3 of these Terms, and (c) any infringement or alleged infringement by User of a third party's rights, including claims of infringement or misappropriation of any third party's intellectual property, privacy, or publicity rights.   Integra will (a) promptly give User written notice of any applicable claim; and (b) provide User with reasonable assistance as necessary. Notwithstanding anything herein to the contrary, User shall not consent to any settlement or compromise of, or the entry of any judgment with respect to, any third-party claim subject to User's indemnification obligations hereunder without Integra's prior written consent (which consent shall not be unreasonably withheld, delayed, or conditioned).

10.   <u>Disclaimers</u>. INTEGRA PROVIDES THE FHIR API AND DOCUMENTATION "AS IS" AND WITHOUT WARRANTY OF ANY KIND, AND, TO THE MAXIMUM EXTENT PERMITTED

UNDER APPLICABLE LAW, HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY, RELIABILITY, NON-INFRINGEMENT, AND/OR THAT USE OF THE FHIR API AND/OR INTEGRA CONNECT PLATFORM WILL MEET USER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, BE UNINTERRUPTED OR BE ERROR-FREE. USER SHALL NOT MAKE ANY WARRANTIES TO ANY THIRD PARTY (INCLUDING WITHOUT LIMITATION TO ANY APP USERS) ON INTEGRA'S BEHALF.

11. <u>Limitation of Liability</u>. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL INTEGRA BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE FHIR API, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION, BREACHES IN SYSTEM SECURITY, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT INTEGRA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SOME LIMITATIONS OR EXCLUSIONS IN THIS PARAGRAPH MAY NOT APPLY TO USER.

(b) IN NO EVENT WILL INTEGRA'S COLLECTIVE AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE SUM OF $100,000 PER CLAIM.

(c) THE LIMITATIONS SET FORTH IN SECTION 11(a) AND SECTION 11(b) SHALL APPLY EVEN IF USER'S REMEDIES UNDER THESE TERMS FAIL OF THEIR ESSENTIAL PURPOSE.

(d) NOTWITHSTANDING ANY OTHER PROVISION OF THESE TERMS, USER IS SOLELY RESPONSIBLE FOR ALL LIABILITIES AND CONSEQUENCES (INCLUDING BUT NOT LIMITED TO NON-COMPLIANCE OF ANY APP WITH APPLICABLE LAWS AND REGULATIONS, AND ANY CLAIMS BY OR ON BEHALF OF PATIENTS OR RELATED TO PATIENT HARM) THAT ARISE FROM OR RELATE TO THE USE OF OR INABILITY TO USE ANY APP OR THAT ARISE FROM OR RELATE TO DATA TRANSMITTED BY OR THROUGH THE FHIR API OR THE DIRECT OR INDIRECT USE OF THAT DATA.

12. <u>Term; Termination</u>.

(a)   <u>Term</u>. These Terms are effective as of the date User first creates a call to the API; accesses the FHIR API, including but not limited to the Integra test environment, and will continue in effect until terminated in accordance herewith (such time period, the "Term").

(b)   <u>Termination for Critical Security Issue</u>. In the event that Integra reasonably believes that a Critical Security Issue exists with respect to any User App, Integra may provide User with written notice thereof. Following User's receipt of any such notice:

    (i)   User shall diligently work to remedy the Critical Security Issue;

    (ii)   Integra may notify end users of the Integra Connect Platform that Integra believes it has identified a Critical Security Issue and User is working to remedy the same;

    (iii)   Integra may disable the operation of the relevant App until the Critical Security Issue is remedied to Integra's reasonable satisfaction; and

    (iv)   if the Critical Security Issue is not remedied to Integra's reasonable satisfaction within thirty (30) days of Integra's issuance of the notice, Integra may terminate these Terms upon written notice to User.

(c)   <u>Termination for Breach</u>. Either party may at any time terminate these Terms upon written notice to the other party in case of such other party's material breach hereof; provided that (and without limiting Integra's rights under Section 7 or Section 12(b)), in the case that User has then distributed Apps in accordance with these Terms, these Terms may only be terminated by Integra upon written notice to User if User's material breach remains uncured for thirty (30) days following Integra's written notice of such breach.

(d)   <u>Termination for Convenience</u>. Unless otherwise prohibited by applicable law, either party may terminate these Terms for any reason, which termination shall be effective fifteen (15) days after delivery of notice to the other party of such termination.

(e)   <u>Effect of Termination</u>. Immediately upon any termination of these Terms, User shall cease all access to and use of the FHIR API and all Integra Confidential Information, and either return to Integra or destroy all materials constituting or including the same, and any and all copies and portions of the foregoing (and certify in writing any such destruction to Integra, upon request). Termination of these Terms will not limit any of Integra's rights or remedies against User at law or equity. Integra shall have no liability to User as a result of any termination of these Terms that is made in accordance with its terms.

(f)   <u>Survival</u>. The provisions of Sections 3, 4, 5, 9, 10, 11 and 13 of these Terms will survive any termination or expiration.

13.   <u>Miscellaneous</u>.

(a)   These Terms shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods and any laws based on the Uniform Computer Information Transactions Act shall not apply to these Terms. Any legal suit, action or proceeding arising out of these Terms shall be filed exclusively in the federal courts for the Southern District of Florida or the state courts located in Palm Beach County and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens.

(b)   All notices and any other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by e-mail of a PDF document (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications to Integra must be sent to 501 S. Flagler Drive, Suite 600, West Palm Beach, FL 33401, compliane@integraconnect.com Attn.: [Compliance Department]. Notwithstanding the foregoing, User hereby consents to receiving electronic communications from Integra. These electronic communications may include notices about applicable fees and charges, transactional information and other information concerning or related to the FHIR API. User agree that any notices, agreements, disclosures or other communications that Integra sends to User electronically will satisfy any legal communication requirements, including that such communications be in writing.

(c)   These Terms and all documents incorporated by reference herein constitutes the entire agreement between User and Integra with respect to their subject matter, and supersedes all understandings, agreements, representations and warranties, both written and oral, prior or contemporaneous, with respect to such subject matter.

(d)   User shall not assign any of its rights, or delegate any of its obligations or performance, under these Terms, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Integra's prior written consent, which Integra may give or withhold in its sole discretion. Any purported assignment, delegation or transfer in violation of this Section is void. Integra may freely assign all or any of its rights, or delegate any or all of its obligations or performance, under these Terms without User's consent. These Terms are binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(e)   These Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

(f)   No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in these Terms, no failure to exercise, or delay in exercising, any right or remedy arising from these Terms shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

(g)   If any provision of these Terms is invalid, illegal or unenforceable in any jurisdiction, such in-validity, illegality, or unenforceability shall not affect any other provision of these Terms.

(h)   Integra and User are independent contractors, are not each other's agents, are not joint employers of the other's employees, and do not have the right to make employment decisions about the other's employees.