

# API TERMS & CONDITIONS

RAPID software API Version 1.0

Supporting RAPID Version 9.0

This agreement provides access information for searching and fetching patient data from the Common Clinical Data Set utilizing RAPID software API's. The intended purpose satisfies the requirements of 2015 CEHRT Regulations § 170.315(g)(7), § 170.315(g)(8), and §170.315(g)(9).

## Terms and Conditions of Use

ACOM Solutions, Inc. dba ACOM Health

RAPID Software API Version 1.0

Supporting RAPID Version 9.0

## TERMS and CONDITIONS of USE agreement

The terms set forth below are the Terms and Conditions of Use of the RAPID software API between the User, and the entity on whose behalf User is acting, (collectively, "User" or "Developer"), and ACOM Solutions, Inc., dba ACOM Health, the owner of the RAPID software and RAPID API (collectively, "RAPID") and constitutes a legal and binding agreement. By accessing the RAPID Software API, User and the business on whose behalf User is acting, agree to all of the terms and conditions set forth below (this "Agreement").

### 1. RAPID Software API LICENSE.

ACOM hereby grants User a non-exclusive, non-transferable, limited, revocable license to access RAPID software API for the purposes described herein, under the terms and conditions set forth in this Agreement.

### 2. USER DUTIES.

(a) User shall use RAPID software API only to assist in the development of software applications ("Applications" or "API") that will access Protected Health Information ("PHI") of patients with health information in the RAPID software.

(b) User agrees to comply with the RAPID software API Access instructions. User understands and accepts that ACOM may limit User use of the RAPID software API.

(c) User shall not distribute, sell, lease, license, or transmit RAPID to any third party or use RAPID on behalf of any third party. User shall not sublicense, copy, record, reproduce, reverse engineer, publish, translate or transfer possession, reverse compile or disassemble or prepare derivative works of RAPID.

(d) User shall not introduce or permit to be introduced into RAPID any virus, worm, Trojan horse or other software routine program or mechanism to permit unauthorized access into, to disable, to erase in whole or in part or otherwise to adversely affect RAPID.

Violation or default by User of any requirements or restrictions set forth in this Section 2 shall constitute breach of a material provision of this Agreement. User understands that ACOM may

restrict or condition access and use at any time if it reasonably believes that such continued access or use will imminently and materially disrupt, degrade or injure continued function or use of RAPID.

### **3. WARRANTIES.**

User warrants to ACOM, User is:

- (a) authorized by the entity on whose behalf User will be using the API and to bind them to this Agreement;
- (b) not barred from using or receiving APIs under the applicable laws of the United States;
- (c) authorized to access any PHI requested from RAPID;
- (d) will use RAPID and all information obtained from RAPID in accordance with all applicable laws, and in particular, with applicable federal and state security and privacy laws and regulations; and
- (e) will not share with anyone else these terms and conditions, RAPID Access instructions or RAPID.

### **4. SECURITY, CONFIDENTIALITY, AND PROPRIETARY INFORMATION.**

- (a) Security. User shall take reasonable steps to maintain the security of RAPID and information in RAPID's possession. User acknowledges that no security measures are perfect and that security breaches may occur despite commercially reasonable efforts. User shall promptly report to ACOM any material system, equipment, or software malfunction, error, breakage or breach that involves the security of RAPID or data in RAPID that User detects or that User believes is imminent or is likely to have occurred. User shall reasonably cooperate with ACOM in efforts to reduce the effects of any such malfunction, error, breakage or breach, to mitigate damage and restore lost code or data.
- (b) Confidentiality. User shall comply fully with all applicable provisions of any privacy and/or security regulations promulgated pursuant to HIPAA, HITECH or any other federal or state applicable law.
- (c) Proprietary Information. RAPID, all related intellectual property, and the activities and functions performed by ACOM shall be and remain the exclusive property of ACOM. All derivative works prepared from RAPID and all analysis of non-protected health information shall be and remain the exclusive property of ACOM.

### **5. DISCLAIMERS.**

- (a) EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACOM DOES NOT MAKE NOR SHALL IT BE DEEMED TO HAVE MADE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE, DIRECTLY OR INDIRECTLY, WHETHER EXPRESS OR IMPLIED WITH RESPECT TO RAPID; AND ACOM EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, DESIGN, OPERATION, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE WITH INFORMATION, AND ACCURACY OF INFORMATIONAL CONTENT AND ALL WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING OR CUSTOM OR USAGE IN TRADE.
- (b) User acknowledges and agree that RAPID involves complex computer hardware and software that is not necessarily free from defects or able to operate without interruption and that ACOM does not warrant the same. ACOM does not warrant that RAPID is free from errors or defects and shall not be responsible with respect to any liabilities arising therefrom; and,

RAPID and each part or aspect of it is provided "AS IS." ACOM makes no warranty and shall not be responsible with respect to the results that may be obtained from the use of RAPID or the accuracy, reliability, or functionality of any data or other information retrieved by you in connection with RAPID.

(c) Under no circumstances shall ACOM be responsible for the acts or omissions of third party sources. ACOM is not responsible for the accuracy, reliability, or functionality of any third party information, ACOM makes no warranty concerning the same, and, all third party information is provided on an "AS IS" basis only.

(d) ACOM makes no warranty and shall not be responsible with respect to any interception, access, loss, impairment, delay, corruption, or damage of any outbound code or data after the packet leaves the back end of ACOM's Internet server or of any inbound code or data before the packet enters the back end of ACOM's Internet server.

## **6. INDEMNIFICATION.**

User and the business entity for whom User acts agree to indemnify and hold harmless ACOM and ACOM's officers, directors, agents, employees and contractors from and against any and all claims, damages, and costs (including reasonable attorneys' fees) resulting from or arising out of use of RAPID, User negligence, User tortious act, or User breach of the warranties in Section 3.

## **7. LIABILITY LIMITATION.**

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ACOM SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, OR ANY DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY USER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT.

## **8. GENERAL TERMS.**

(a) Entire Agreement; Assignment. This Agreement constitutes the entire agreement between the parties. User may not assign this Agreement without the prior written consent of ACOM. ACOM may assign this Agreement at any time.

(b) Force Majeure. No failure, delay or default in performance of any obligation under this Agreement shall constitute an event of default or a breach of representation or warranty under this Agreement if and to the extent it is caused by a strike; fire; legal act of a public authority; unavoidable casualty; civil disorder; vandalism; war; act of terrorism; inclement weather; failure of the Internet; failure or error of any Internet access provider; failure or impairment of any lines of transmission belonging to any third party; failure or impairment of any third party server, router, other equipment or software through which Internet transmissions occur; or, other extraordinary cause if such cause or condition is beyond the reasonable control of the party otherwise chargeable, for so long as such cause or condition continues and for a reasonable period of time thereafter.

(c) Governing Law. The laws of the State of California, excluding its conflicts laws, shall govern this Agreement and the entire relationship between the parties hereto, and all matters arising out of or relating to this Agreement. Venue shall be in Los Angeles County, California. The U.N. Convention for the International Sale of Goods shall not apply to this Agreement.

(d) Arbitration. In the event of a dispute that User and ACOM have been unable to resolve in a timely manner through good faith negotiations, such dispute shall be resolved by binding

arbitration according to the rules of the American Arbitration Association. Notwithstanding the foregoing, either party may seek injunctive relief in court to prevent imminent harm, on condition that such party shall immediately submit the controversy to arbitration pursuant to this Section.

(e) Severability. If any portion of this Agreement is held to be invalid, unenforceable or in violation of any law, such provision shall not affect or impair the validity and enforceability of the remainder of this Agreement, and the arbitrator or court making such determination shall have the power to alter or amend such provision so that it shall be enforceable consistent with the intention of the parties.

(f) Notice. User must give any notices to ACOM via certified mail or overnight delivery Attn: Steve Snider at ACOM's Corporate Office, 2850 E. 29th Street, Long Beach, CA 90806. ACOM may give notices to User through this website or another method