

License

API LICENSE AGREEMENT

NOTICE: THIS API LICENSE AGREEMENT (“**AGREEMENT**”) GOVERNS YOUR USE OF OHMD, INC.’S (“**OhMD**”) APPLICATION PROGRAMMING INTERFACES, APPLICATION PROGRAMMING INTERFACE KEY (“**API Key**”) INTERFACE DEFINITIONS AND ASSOCIATED TOOLS AND DOCUMENTATION PROVIDED BY OHMD PURSUANT TO THIS AGREEMENT (COLLECTIVELY, THE “**API**”).

PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, THEN YOU MAY NOT USE THE API. BY CLICKING THE “ACCEPT” WHEN ACCESSING THE API OR BY REGISTERING FOR ACCESS TO THE API, YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT AND YOUR FIRST USE OF OR ACCESS TO THE API SHALL IRREVOCABLY INDICATE YOUR ACCEPTANCE AND AGREEMENT TO BE BOUND BY THIS AGREEMENT.

YOU REPRESENT YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS AND ARE OF THE LEGAL AGE OF MAJORITY IN THE JURISDICTION IN WHICH YOU RESIDE (AT LEAST EIGHTEEN (18) YEARS OF AGE IN MANY STATES). IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS, IN WHICH CASE “YOU” AND “YOUR” SHALL REFER TO SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY OR IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT ACCESS, DOWNLOAD, INSTALL, OR OTHERWISE USE THE API IN ANY MANNER WHATSOEVER.

YOU SHOULD PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS BY USING THE PRINT FUNCTIONALITY IN YOUR BROWSER.

1. **Licenses.** Subject to the terms and conditions of this Agreement, OhMD grants you a limited, non-exclusive, non-transferable, non-sublicensable, “as-is” license to access and use the API solely for purposes of enabling your applications, websites, or software (“**Your Applications**”) to send certain information to, and receive certain information from, the OhMD proprietary communications platform (the “**Platform**”) during the term of this Agreement. OhMD may terminate this Agreement and the licenses granted above at any time, without cause, on written notice to you or upon OhMD’s discontinuation of the API. This Agreement shall automatically terminate if you breach any of its provisions. OhMD may modify or alter the API and Platform at any time. In such case, it will use reasonable efforts to inform you of any such change by posting on its website portal or other method in OhMD’s reasonable discretion.
2. **License Restrictions.** You are only authorized to use the API in accordance for the limited purposes authorized herein in accordance with this Agreement. A valid API Key is required for Your Applications to interface with the Platform. Except as expressly authorized in this Agreement, you may not modify, copy, or distribute the API, including the API Key, and Platform. You shall not, nor will you knowingly allow any third party to or, as applicable, enable Your Application to, (a) rent, sell, resell, trade, assign, lease, sublicense, distribute, encumber, or otherwise transfer the API or use it in any manner not expressly authorized by this Agreement, (b) use, copy, distribute, or modify the API in any “service bureau” or “timesharing” business, (c) attempt to reverse engineer, decompile, decode, adapt, modify, alter, or disassemble the API for any reason, (d) input, upload, transmit, or otherwise provide to or through the Platform or API, any data, information, or materials that are unlawful or injurious, or contain, transmit, or activate any virus, worm, malware, or other malicious or harmful computer code or programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data, (e) access or use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any third-party or violates Your privacy notices or any applicable law, (f) remove or destroy any legal or proprietary markings or legends, including copyright and trademark notices, appearing on or contained within any API or related documentation, (g) publish, display or allow access or linking to the API from any location or source other than Your Application, or (h) access or use the API for purposes of competitive analysis of the Platform or API, the development, provision, or use of a competing



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software service or product or any other purpose that creates liability for OhMD or is otherwise to the OhMD's detriment or commercial disadvantage.

3. **Access Keys.** OhMD will provide you with API Keys to enable OhMD to authenticate you and associate your API activity with Your Application. You are fully responsible for maintaining the secrecy and security of your API Keys and for all activities that occur using your API Keys. You may not (a) modify or circumvent your API Keys; (b) sell, transfer, or disclose your API Keys to anyone; or (c) use API Keys other than with Your Application.
4. **Privacy and Security.** You will maintain and enforce information and data privacy and security procedures with respect to your access and use of the API that (a) are at least equal to industry standards, (b) are in accordance with OhMD's reasonable security requirements, (c) comply with all applicable international, foreign, federal, state and local laws, statutes, rules, orders and regulations, and (d) provide reasonably appropriate administrative, technical, and physical safeguards to protect against accidental or unlawful destruction, loss, alteration, or unauthorized access or use of the API, the Platform, or any OhMD networks, systems, or data. You will report to OhMD immediately any breaches of security or unauthorized access of OhMD's systems or your systems that may jeopardize the security of OhMD's systems that you detect or become aware of. You will use diligent efforts to remedy such breach of security or unauthorized access in a timely manner. You represent and warrant that you shall comply with the terms of the Subcontractor Business Associate Agreement attached hereto as Attachment A where applicable.
5. **Right to Provide Data.** By providing, or having Your Application provide, any content, data or information, including without limitation, protected health information (collectively, "**Data**") to OhMD, you represent and warrant that you have obtained all rights and consents necessary to provide such Data to OhMD and for OhMD to use it in or with the Platform, and as instructed or authorized by the relevant end user OhMD customer.
6. **Modifications.** OhMD may modify the API, permitted API calls, the Platform, or any of the features provided in connection with use of the API at any time with or without notice. OhMD may from time to time change the terms of this Agreement upon thirty (30) days written notice to you or posting such changes publicly to the OhMD website. Except where stated otherwise herein, all amended terms will be effective thirty (30) days after notice is provided. If any modification is unacceptable, your only recourse is to stop using the API. Use of the API after the date on which changes become effective will constitute acceptance of such changes.
7. **Right to Monitor and Audit.** OhMD may monitor or audit Your Application or activities relating to your use of the API, and you agree to cooperate in a commercially reasonable manner with such monitoring or audit.
8. **Ownership.** As between OhMD and you, OhMD retains all rights, title, and interest in and to all intellectual property rights embodied in or associated with the API, the Platform, and any content, data, or information accessed from the Platform through the API. As between OhMD and you, you retain all rights, title, and interest in and to all intellectual property rights embodied in or associated with Your Application and any content, data, or information accessed from your website, service, or databases through the API that did not originate from the Platform.

9. Indemnification

You will indemnify, defend, and hold OhMD, its parent, subsidiaries, partners, and affiliates, and each of their respective employees, officers, directors, agents, consultants, and licensors, harmless against any and all claims, costs, losses, damages, liabilities, judgments, and expenses (including reasonable fees of attorneys and other professionals) (collectively, "**Claims**") that may arise from or are related to (a) your use or misuse of the API or any content, data or other information received from OhMD, in violation of this Agreement or applicable law, (b) your failure to obtain all of the rights and consents required for any Data transferred to OhMD through the API, or (c) your infringement or alleged infringement or misappropriation of a third party's intellectual property rights or privacy rights in any manner, including with regard to Your Application. You will have sole control of the defense and settlement of any Claim, at your own cost, but you may not settle any Claim without OhMD's prior written consent, which shall not be unreasonably withheld.

OhMD will indemnify, defend, and hold you harmless against any and all Claims that your use of the API as permitted hereunder infringes or misappropriates any third party intellectual property right. OhMD shall have no obligation to indemnify you for any claimed infringement that arises from or is based on (i) the Data, (ii) use of the API in combination with any software, products, data, or other materials, or (iii) your violation of law or this Agreement. OhMD



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will have sole control of the defense and settlement of any Claim, at its own cost, but OhMD may not settle any Claim without your prior written consent, which shall not be unreasonably withheld.

10. **Confidentiality. “Confidential Information”** means all information provided by either party to the other under or pursuant to this Agreement, including the terms and existence of this Agreement. Both parties agree that it will not use Confidential Information other than for the purpose of performing this Agreement or disclose Confidential Information to any third party, other than its employees and consultants who need to know the Confidential Information to perform under and as permitted by this Agreement. Notwithstanding any provisions to the contrary, these confidentiality obligations will survive the termination of this Agreement for five (5) years, provided that any information that constitutes a trade secret of the party shall remain subject to the confidentiality obligations and provisions under this Agreement.
11. **Disclaimer of Warranty.** THE API IS SUPPLIED “AS IS,” WITH ALL FAULTS, AND WITHOUT WARRANTIES OF ANY KIND. OhMD EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY OF INFORMATION, QUIET ENJOYMENT, AND TITLE/NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, OhMD DOES NOT WARRANT THAT THE API AND/OR PLATFORM OR RESULTS OF THE USE THEREOF, WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR THE API WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE API OR PLATFORM WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY OhMD OR ITS AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF OhMD’s OBLIGATIONS UNDER THIS AGREEMENT. YOU ACKNOWLEDGE THAT YOU HAVE NOT ENTERED INTO THIS AGREEMENT IN RELIANCE UPON ANY WARRANTY OR REPRESENTATION EXCEPT THOSE SPECIFICALLY SET FORTH HEREIN. YOU HEREBY WAIVE ANY AND ALL CLAIMS, NOW KNOWN OR LATER DISCOVERED, THAT YOU MAY HAVE AGAINST OhMD ARISING OUT OF THE API, THE PLATFORM, AND/OR THIS AGREEMENT.
12. **Limitation of Liability.** THE API IS PROVIDED AS A CONVENIENCE TO YOU. IN NO EVENT WILL OhMD, ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, LICENSORS, SUPPLIERS, VENDORS, AGENTS, AND BUSINESS PARTNERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF SALES, TRADING LOSSES, LOSS OF BUSINESS, BUSINESS INTERRUPTION, LOSS OF DATA, LOSS OF BUSINESS INFORMATION, LOSS OF USE, LOSS OF PRODUCTION, DIMINUTION IN VALUE, LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, COST OF REPLACEMENT GOODS OR SERVICES, LOSS OF GOODWILL OR REPUTATION, OR OTHER DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, PUNITIVE, SPECIAL, ENHANCED OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE API, THE PLATFORM, OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR SUCH DAMAGES OR LOSSES WERE OTHERWISE FORESEEABLE AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN ANY EVENT, THE MAXIMUM LIABILITY OF ANY OF THE FOREGOING PARTIES FOR ALL CLAIMS OF EVERY KIND (INCLUDING THOSE ARISING IN CONTRACT, TORT, INCLUDING NEGLIGENCE, AND STRICT LIABILITY) ARISING OUT OF THE API, THE PLATFORM, AND/OR THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY SHALL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000.00). YOUR SOLE AND EXCLUSIVE REMEDY AND OhMD’s SOLE AND EXCLUSIVE LIABILITY FOR ANY CLAIM OR DAMAGES ARISING OUT OF THE API AND PLATFORM IS TO CEASE USE OF THEM.
13. **Term and Termination.** This Agreement will commence upon your access, download, or initial use of the API and will continue until you stop using the API, unless earlier terminated as set forth herein. OhMD may terminate this Agreement immediately if you fail to comply with any term of this Agreement or as otherwise set forth herein. You may terminate this Agreement at any time by ceasing all use of the API. Upon termination, your license to use the API shall terminate and you must immediately stop using the API and destroy all API Keys in your possession or control.
14. **Feedback.** You may provide suggestions, comments, questions, or other feedback (collectively, “Feedback”) to OhMD with respect to its products and services, including the API and Platform. Feedback is voluntary and OhMD is not required to hold it in confidence. OhMD may use Feedback for any purpose without obligation of any kind. To the extent a license is required to make use of the Feedback, you hereby grant OhMD an irrevocable, non-exclusive, perpetual, royalty-free, world-wide license to use the Feedback in connection with OhMD’s business, including



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enhancement of the API, the Platform, and related products and services. OhMD is free to use, without attribution or compensation to any part, any and all intellectual property rights contained in the Feedback, for any purpose whatsoever. Notwithstanding the foregoing, OhMD is under no obligation to make use of any Feedback.

15. **General.** The validity, construction, and performance of this Agreement and the legal relations among the parties to this Agreement will be construed according to, and the rights of the parties will be governed by, the law of the State of Vermont, without reference to its conflict of laws rules. Any action at law or in equity arising out of or directly or indirectly relating to this Agreement shall be instituted exclusively in the federal courts of the United States or the courts of the State of Vermont. EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; AND (C) WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT, OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY VERMONT LAW. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded from application to this Agreement. The provisions of this Agreement shall be deemed severable. If any provision of this Agreement shall be held unenforceable by any court of content jurisdiction, it shall be severed from this Agreement and the remaining provisions shall remain in full force and effect. No course of dealing or usage of trade by or between the parties shall be deemed to effect any such amendment or modification. No waiver of any right, remedy, power, or privilege under this Agreement is effective unless contained in a writing signed by the Party charged with such waiver. Any consent by either party to, or waiver of, a breach by the other, whether express or implied, shall not constitute a consent to, or a waiver of any other, different or subsequent breach. Nothing in this Agreement shall create in either party any right or authority to incur any obligations on behalf of, or to bind in any respect, the other party and nothing in this Agreement shall be construed to create any agency, joint venture or partnership. There are no third Party beneficiaries under this Agreement. You may not directly or indirectly assign, transfer, or delegate any of your rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger, operation of law, or any other manner, without the prior written consent of OhMD. Any purported assignment or delegation in violation of this Section shall be null and void. This Agreement is binding upon and inures to the benefit of the parties and their respective successors and permitted assigns. Any notices to OhMD must be sent to the address listed on the OhMD website via overnight courier, to the attention of Legal Notices, and is deemed given upon receipt. OhMD may send you notices by email or regular mail at the address listed on your website. This Agreement sets forth the entire Agreement between the parties and supersedes prior proposals, agreements and representations between them related to the subject matter hereof, whether written or oral. No modifications or amendments to this Agreement will be binding upon the parties unless made in writing and duly executed by duly authorized representatives of both parties. Sections 2, 7, 8, 9, 10, 11, 12, 13, 14, and 15 of this Agreement shall survive the expiration or termination of this Agreement. You agree not to contest the validity or enforceability of this Agreement because it was accepted in electronic form.