SHARP FHIR API ACCESS AGREEMENT

This Sharp FHIR API Access Agreement ("**Agreement**") governs your access to and use of any Sharp FHIR APIs as defined herein. By accessing the Sharp FHIR APIs, you agree to be bound by the terms of this Agreement.

You represent and warrant that you are at least 18 years of age and that you possess the legal right and ability to agree to and comply with this Agreement. If you are using the Sharp FHIR APIs on behalf of an entity (i.e. an App company), you represent that you have full and proper authority to act on behalf of and bind the entity to this Agreement.

1. Developer Account. You must establish a Developer Account through the Sharp Developer Portal prior to accessing any Sharp FHIR APIs. When you establish your Developer Account, Sharp may collect certain information such as contact information (e.g., name, telephone number, e-mail address, and company affiliations). You agree to keep all required information updated at all times.

2. Sharp FHIR APIs. Below is a description of the Sharp FHIR APIs currently available (which could change from time to time at Sharp's discretion and without notice):

    A. **Generally Available APIs**. Upon establishment of a Developer Account, Sharp makes generally commercially available certain Sharp FHIR APIs, typically focused on direct-to-consumer and standalone provider facing applications ("**Generally Available APIs**"). Generally Available APIs are located in the Sharp Developer Portal.

    B. **Additional APIs**. Not applicable

3. Sharp FHIR API Access.

    A. **Limited Right to Access.** Subject to your compliance with this Agreement, Sharp hereby grants to you a limited, revocable, non-exclusive, non-transferable right to access and use the Sharp FHIR APIs solely as necessary to interoperate with, enable and achieve the access, exchange, or use of electronic health information between your Developed App and any Sharp Solutions.

    B. **Access Restrictions.** The Sharp FHIR APIs are proprietary to Sharp and may contain trade secrets. The Sharp FHIR APIs are not sold to you. No right to use, print, copy, modify, create derivative works of, display, adapt, translate, distribute, disclose, decompile or reverse engineer the Sharp APIs is granted to you or any third party, except as expressly set forth in this Agreement. You shall not sell, pledge, assign, rent or lease, transfer, or commercialize the Sharp FHIR APIs or any derivative works thereof, in whole or in part, or take any action that would result in any third party obtaining any ownership of or other intellectual property rights in or to the Sharp FHIR APIs or any portion thereof. Sharp reserves all title and interest in and to the Sharp FHIR APIs and all rights not expressly granted hereunder. You may not allow, expose or provide a third party access to the Sharp FHIR APIs. Your user credentials or any other information related to Sharp security procedures, shall be treated as confidential and not to be disclosed to any third parties or individuals.

4. Developed Apps.

A. **Responsibilities**

You accept full responsibility and liability for any Developed App that connects or integrates to the Sharp FHIR API. Without limiting the foregoing, you are solely responsible for the demonstration, pricing, sales support (including product analyst support), licensing, configuration, installation, implementation, use, maintenance and technical support of your Developed App. You are solely responsible and liable for all representations, warranties, support and other obligations made by you to any third party related to your Developed App, including claims arising from product liability, breach of warranty, use or misuse of data, and intellectual property infringement.

B. **Acknowledgements.**

- Sharp may use and disclose your performance and usage data relating to the Sharp FHIR APIs for any purpose permitted by law so long as the data does not contain protected health information (as defined under HIPAA).
- Sharp FHIR APIs are designed to support real time queries. Sharp may restrict the amount of data returned by certain queries to a specific page size and require you to implement logic to incrementally page through the data set as needed to support application workflow.
- You will protect all secrets, including OAuth 2 identifiers (Client IDs and Signatures), which have been assigned to your Developed App. If a secret is leaked, you will notify Sharp immediately so that we can reassign secrets or remove access temporarily while the issue is resolved.
- You are responsible for all activities that occur in connection with your account and must not bring about harm to any of the other users, third-parties, or Sharp Healthcare.
- Sharp shall use commercially reasonable efforts to operate the system. However, the system is provided as-is and no specific availability or functionality is guaranteed by Sharp

C. **Monitoring**. Sharp may monitor and audit your use of the Sharp FHIR APIs. Sharp may, in its sole and reasonable discretion, suspend, throttle or otherwise limit your Developed App activity if Sharp reasonably believes (i) your application poses a threat to the operation, stability or security of Sharp's or its client's systems, infrastructure or services, or (ii) your App may be compromised, contain viruses, material bugs or other errors.

D. **Updates.** If Sharp has an Update to a Sharp FHIR API, Sharp will issue a notification of such Update.

5. Warranties; Disclaimers.

A. **Compliance**. You are solely responsible for your use of the Sharp FHIR APIs and agree to comply with all responsibilities and obligations as stated in this Agreement. You warrant that at all times you will comply with all applicable laws, rules and regulations relating to the use of the Sharp FHIR APIs.

B. **Security**. You warrant that you have implemented reasonable security measures, systems, and procedures to (i) ensure the confidentiality, integrity, and availability of

all electronic health information your Developed App creates, receives, maintains or transmits, (ii) identify and protect against reasonably anticipated threats or hazards to the security or integrity of your Developed App or the electronic health information, and (iii) protect against reasonably anticipated, impermissible uses or disclosures of the electronic health information. You are responsible for all security obligations applicable to the licensing of your Developed App.

C. **Support.** You warrant that you will maintain industry standard levels of support for your Developed App, including without limitation, a support guide and process for handling user issues, communications on planned downtime and unplanned events that is readily accessible by users, a policy on operating system patching, adequate support staffing, electronic tracking of issue resolution accessible by users, and an issue escalation process with appropriate service level standards.

D. **Functionality**. You warrant that: (a) you will use best efforts to ensure that your Developed App does not regularly crash or produce unexpected errors; (b) Being data is primarily read-only, information displayed by your Developed App does not modify or conflict with information displayed in the Sharp source systems (c) your Developed App does not include undocumented or hidden features inconsistent with the description of the Developed App; (d) your Developed App consumes FHIR resources relevant to the documented workflow, filters data effectively, and properly handles changes to the underlying dataset.

E. **Content**. You warrant that your Developed App will only include content that you developed or that you have a license or written consent to use in connection with your Developed App.

G. **Disclaimers.** EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, AND OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE AND ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. THE SHARP FHIR APIS AND ALL RELATED SOLUTIONS AND SERVICES ARE PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS AND ARE SUBJECT TO TIME DELAYS.

6. Limitation of Liability; Indemnification.

A. **Indemnification**. YOU AGREE TO INDEMNIFY, DEFEND AND HOLD SHARP, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, INFORMATION PROVIDERS AND SUPPLIERS HARMLESS FROM AND AGAINST ALL THIRD PARTY CLAIMS, LIABILITIES, LOSSES, EXPENSES, DAMAGES AND COSTS, INCLUDING REASONABLE ATTORNEYS' FEES, RESULTING FROM (I) ANY VIOLATION OF THIS AGREEMENT, (II) YOUR DEVELOPED APP OR ANY USE THEREOF; AND (III) ANY ACTIVITY RELATED TO YOUR ACCESS TO OR USE OF (A) THE SHARP IGNITE APIS (INCLUDING INFRINGEMENT OF THIRD PARTIES' WORLDWIDE INTELLECTUAL PROPERTY RIGHTS, MISAPPROPRIATION OF

TRADE SECRETS OR OTHER PROPRIETARY RIGHTS OR NEGLIGENT OR WRONGFUL CONDUCT), AND (B) YOUR DEVELOPER ACCOUNT.

7. Miscellaneous Provisions.

A. **Names and logos**. You may not use or display Sharp's trademarks, service marks or logos without Sharp's express prior written permission.

B. **Relationship.** No joint venture, partnership, employment or agency relationship exists between you and Sharp as a result of this Agreement or use of the Sharp FHIR APIs. Sharp's performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement is in derogation of Sharp's right to comply with governmental, court and law enforcement requests or requirements relating to your use of the Sharp FHIR APIs or information provided to or gathered by Sharp with respect to such use.

C. **Severability**. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, any obligations, warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of this Agreement shall continue in effect.

D. **Changes**. Sharp may add, delete or change its requirements, functionalities, and terms of use, including without limitation, the Sharp FHIR APIs, at any time without notice to you. Changes would be updated on the Sharp Developer Portal.

E. **Termination**. Sharp may terminate this Agreement upon written notice to you if you breach any material provision of this Agreement and fail within 30 days after receipt of notice of default to correct such. Upon termination of this Agreement for any reason, you shall immediately cease all use of the Sharp FHIR APIs.

F. **Governing Law**. This Agreement is governed by, subject to, and interpreted in accordance with the laws of the State of California, without regard to its conflicts of laws principles. Use of the Sharp FHIR APIs is unauthorized in any jurisdiction that does not give effect to all provisions of this Agreement, including without limitation this paragraph.

G. **Miscellaneous**. Any cause of action or claim you may have with respect to Sharp must be commenced within one (1) year after the claim or cause of action arises. Sharp's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any provision of this Agreement. Sharp may assign its rights and duties under this Agreement to any party at any time without notice to you.

H. **Entire Agreement.** Each party acknowledges that this Agreement and any Ordering Documents constitute the complete and exclusive statement of the terms

and conditions between the parties, which supersedes all prior proposals, understandings and all other agreements, oral and written, between the parties relating to the subject matter of this Agreement. This Agreement may not be modified or altered except by a written instrument duly executed by Sharp.

I. **Partial Invalidity**. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect, and the Parties shall negotiate in good faith a substitute, valid, and enforceable provision that most nearly reflects the Parties' intent in entering into this Agreement.

10. <u>Definitions</u>.

A. **Applicable Sharp Solutions** means any Sharp software, solution or technology with which a Developed App interoperates or exchanges data (including any new versions, upgrades, updates, enhancements, derivative works or other modifications thereto).

B. **Sharp FHIR APIs** means all works of authorship and any other embodiments of Intellectual Property Rights in the set of Application Program Interfaces (APIs) and related underlying technologies, and related Sharp documentation, developed, licensed or acquired by Sharp to define how applications are launched, authorized, authenticated, registered, context is shared, data service endpoints are discovered through use of applicable proprietary and/or FHIR service endpoints, and how Substitutable Medical Applications and Reusable Technologies (SMART) are implemented, to allow API-enabled apps to interoperate with Applicable Sharp Solution(s). References to the Sharp FHIR APIs herein includes both Generally Available APIs and Additional APIs, to the extent set forth in an Ordering Document between you and Sharp.

C. **Developed App** means a software application (including any new versions, upgrades, updates, enhancements, derivative works or other modifications thereto) developed by you which utilizes the Sharp FHIR APIs to interoperate or exchange data with an Applicable Sharp Solution.

D. **Developer Account** means the account with Sharp that provides you with access to the Generally Available APIs, as more fully set forth in Section 3 and 4 of this Agreement.

E. **HIPAA** means the Health Insurance Portability and Accountability Act of 1996, as amended.

F. **Ordering Document** means a separate document between you and Sharp setting forth the items being purchased, scope of use, pricing, payment terms, and any other relevant terms, which will be a part of and be governed by the terms and conditions of this Agreement.

G. **Updates** mean those updates, enhancements and new releases to the Sharp FHIR APIs to enhance the security or operation of the Sharp FHIR APIs that Sharp makes generally commercially available.

H. **Sharp Developer Portal** means the front-end portal that contains links and information to the following: access request, API endpoint URLs, API metadata definitions and structures, user account, settings, etc.