HUMAN/API
Part of LexisNexis® Risk Solutions

Developer Terms of Service

1. GENERAL CONDITIONS

1.1 These Terms of Service ("Terms" or "Agreement") apply to the use of the APIs, portals and the other services (collectively the "Services") of HumanAPI Inc. ("We" or the "Company"), and to the entities that use the Services directly or indirectly ("You" or "Customers"), including by way of example (a) developers that create means of displaying data which individuals authorize to be shared by health record companies, personal tracker device manufacturers or other data sources via the Services; (b) organizations that collect records or one or more data streams on behalf of their members or customers (or their customers' members who are individual users of the Services ("End Users"). Entities described in clause (a) are sometimes referred to herein as "Developers" and entities described in clause (b) are sometimes referred to herein as "Organizational Customers." "Customers" include Developers and Organizational Customers.

1.1.1 You agree to protect End Users' privacy in a manner consistent with the Privacy Policy.

1.2 These Terms may be updated by the Company. You understand and agree that you are solely responsible for reviewing these Terms from time to time. You can always review the most current version of these Terms on our website. Any continued use of the Services by you after such amended Terms have been posted or information regarding such amendment has been sent to you, shall be deemed your consent and agreement to such amended Terms.

1.3 These Terms contain the entire agreement of the parties to the use of the Services, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties. The only exception to this is an "Enterprise Agreement," if any, executed by the Company and the Customer. THESE TERMS AFFECT YOUR LEGAL RIGHTS AND OBLIGATIONS. BY ACCESSING OR USING ANY OF THE SERVICES, YOU AGREE TO BE BOUND BY ALL OF THE TERMS. IF YOU DO NOT AGREE TO BE BOUND BY ALL OF THE TERMS, DO NOT ACCESS OR USE THE SERVICES.

2. LICENSED SERVICES

Company hereby grants a limited, non-exclusive, non-transferable and terminable license to you ("Customer") to access and use the Services and shall make the Services you license from Company available to Customer solely for the purposes contemplated herein, pursuant to this Agreement and during the term of this Agreement. You agree that your payment obligations hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by us regarding future functionality or features.

2.1. Overview

2.1.1 Company provides the necessary means to each Developer or other Customer contracting to do so to connect its API with the Company back-end: via (1) an on-premises API Proxy, via (2) an SDK or via (3) the use of the Company API.

2.1.2 Company's maintenance includes (1) integration of releases of updates of features and functionalities included in the portal infrastructure and (2) patching/bugs correction. It does not include any maintenance of content.

2.2. Services and Customer Data

2.2.1 Each Organizational Customer's operations include the right to allow Customer's members or users (the End Users) access to the Services via interfaces provided by Customer. Customer may permit its third party contractors, subject to confidentiality and use obligations at least as restrictive as those set forth in this Agreement, to access and use the Services solely in connection with services provided by such third party contractors to Customer.

2.2.2 The terms of this Agreement shall also apply to any modules or features subsequently provided by Company to Customer, and/or that have been licensed by Customer that augment or enhance the Services.

2.2.3 Company shall host the Services and may update the functionality and user interface of the Services from time to time in its sole discretion and in accordance with Section 2.3 of this Agreement as part of its ongoing mission to improve the Services and Customers' user experience.

2.2.4 No other rights with respect to the Services are granted under this Agreement. Without limiting the generality of the foregoing the Customer's use of the Services is subject to the payment obligations set forth in the Fees and Payment Section of this Agreement.

2.2.5 The parties acknowledge that as between them, all data entered by a Customer or its representatives into the Company's systems ("Customer Data") is owned by Customer. Under no circumstances will the Company withhold the Customer Data from Customer or prevent Customer from obtaining access to the Customer Data. In the event of a dispute among Customers with respect to ownership or control of Customer Data then held by the Company of which the Company has actual notice, the Company will deposit such Customer Data with an escrow agent agreed upon by the parties to the dispute and upon doing so will have no further obligation or liability with respect to such Customer Data.

2.3. Upgrades

2.3.1 "Upgrades" means new versions of, and updates to, the Company's web portal or dashboard for Customers using the Services, whether for the purpose of fixing an error, bug or other issue in the Company's platform or enhancing the functionality of the platform.

2.3.2 Customer acknowledges that from time to time the Company may apply upgrades to the platform, and that such upgrades may result in changes the appearance and/or functionality of the Services.

2.4. Restrictions

2.4.1 The license granted in this Agreement and Customer's use of the Services shall not include sub-licensing, renting or time-sharing of the Services.

2.4.2 Customer agrees that the license granted herein is not a concurrent user license and that the rights granted to Customer are provided to Customer on the condition that Customer does not (and does not allow any third party to) copy, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Services or any part thereof otherwise attempt to discover any source code, modify the Services in any manner or form, or use unauthorized modified versions of the Services, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Services.

2.4.3 Customer is expressly prohibited from sublicensing use of the Services to any third parties except to the extent necessary for an Organizational Customer to provide services to its members. Customer agrees that Company shall own all rights, title and interest in and to all intellectual property rights in the Services. Company enters into agreements with individual members of Organizational Customers (End Users).

2.4.4 Except as provided in this Agreement, the license granted to Customer to use the Services does not convey any rights in the Services, expressed or implied, or ownership in the Services or any intellectual property rights thereto. Any rights not expressly granted herein are reserved by Company.

2.5. Customer Support

2.5.1 Organizational Customers will be responsible for receiving and responding to all calls for support from any Customer members or users (End Users) for the Services and for performing initial problem analysis, diagnosis, and replication of the problem at Organizational Customer's location. Problems will be deemed replicated if they occur persistently, if it seems reasonably likely they originate in the Services, and if Customer reasonably cooperates with Company by providing logs and other information about the problem, its occurrences, and provides assistance to Company to help isolate the problem.

2.5.2 Company provides online and email technical support. Customer shall contact Company Support by email at the following address: support@humanapi.co. In order for Company to process Customer's support request, Customer shall: (1) Identify him or herself and the API affected, (2) Describe the nature of the outage, (3) Provide contact information in the form of email for follow up communications.

2.5.3 Exceptions: Company has no obligation to provide support services for problems in the operation or performance of the Services caused by a non-Company software or hardware product. If Company determines that it is necessary to perform support services for a problem caused by a Customer-generated error, then Company will notify Customer thereof as soon as Company is aware of such Customer-generated error and, upon Customer's written request, Company will perform such professional services and invoice Customer at Company's then-current time and materials rates for all such professional services performed by Company.

3. FEES AND PAYMENTS

3.1 Payment Terms for all Organizational Customers is set forth in the relevant Enterprise Service Agreement or online registration process.

4. SERVICE LEVEL AGREEMENT

4.1 Company enters into Service Level Agreements only with Enterprise Customers.

5. CUSTOMER REGISTRATION

5.1 Customer must complete the Company registration process. Customer agrees to: (a) provide true, accurate, current and complete information about the Customer as prompted by the Service registration form (such information being the Registration Data) and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete. Entering the Registration Data constitutes Customer's declaration that it is true, accurate and complete.

5.2 Organizational Customers shall select a preferred payment method to pay Company. The Registration Data in this case will include Bank or Account Data for the Services in question. You are responsible for any failure in the payment caused by errors of the banking data provided in this process.

5.3 Customer can review and change user, password or payment details at any time by going to the "Settings" page area in the administration dashboard once signed into Customer's account.

5.4 Customer will create a password and account during the Services registration process. Customer is responsible for maintaining the confidentiality of the password and account, and is fully responsible for all activities that occur under his/her password or account. Customer agrees to (a) immediately notify Company of any unauthorized use of the password or account or any other breach of security, and (b) ensure that Customer exits from the account at the end of each session. Company cannot and will not be liable for any loss or damage arising from failure to comply with the rules in this Section.

5.5 If Customer provides information of any kind which is untrue, inaccurate, not current or incomplete, or Company has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Company has the right to suspend or terminate the account and refuse any and all current or future use of the Services (or any portion thereof).

6. CONTENT RESPONSIBILITY

6.1 In using the Services, Customer understands that it is liable for all information, in whatever form, made available to Customer's customers (End Users) via the Services provided by Company ("Information"). Customer agrees not to use the Services to:

6.1.1 Upload, post, email, transmit or otherwise make available any Information that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;

6.1.2 Harm minors in any way.

6.2 Customer understands and agrees that unless expressly stated, Company in no way controls, verifies or endorses any of the information uploaded by Customer using the Services including

listings, links, messages, advertisements and reviews. Customer also understands that Company is not responsible for Information made available through the Services.

6.3 Customer further acknowledges and agrees that Company shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

6.4 Customer understands and agrees that any uploading, posting, accessing or downloading will be at Customer's sole risk and Company shall not be responsible to Customer in any way. Further, Company does not provide any warranty as to Customer's use of third-party content, software or services that Customer obtains via the Services.

6.5 Customer represents and warrants that information provided by Customer when registering or subsequently is true and accurate and not misleading.

7. MARKETING EFFORTS

7.1 Customer agrees to display the Company logo on its website, collateral material, etc.

7.2 Customer agrees that Company may during the term of this Agreement make written and oral reference to the fact that Customer is a customer of Company including posting Customer's logo and/or linking to Customer's web site. Company agrees that Customer may also during the term of this Agreement make written and oral reference to the fact that Company is a service provider of Customer.

Company reserves the right to use Customer's descriptions of its services in its press releases, marketing channels and any other publicity materials as well as the right to link to Customer's site.

8. INTELLECTUAL PROPERTY RIGHTS, USE OF DATA, TRADE NAMES AND TRADEMARKS

8.1 Each party agrees that all right, title and interest and all intellectual property rights in and to the materials developed independently by the other party or a third party shall vest in and be the sole and exclusive property of that party or such third party.

8.2 All right, title, and interest in and to the Services and all intellectual property rights in the Services will remain vested in Company.

8.3 Neither party will at any time do, permit or cause to be done, any act or thing that would tend to impair or dilute in Customer's case, Company's rights in the Services, or either party's trademarks, service marks, and trade names.

8.4 Customer acknowledges and agrees that Company may use aggregate data derived from Customer's use of the Services hereunder. Company may use in its marketing and advertising the total number of users, total number of stored records, total transaction volumes, and other aggregate statistics to attract new customers. Customer further acknowledges and agrees that the use of such data by Company will not infringe upon any person's or entity's intellectual property rights or other proprietary or other interests and, further, that the use of such data by Company will not result in any violation of applicable law or any agreement to which Customer is a party or by

which Customer is bound. This section shall survive the termination of this Agreement with respect to data transmitted hereunder prior to the date of termination.

8.5 Company will not contact a Customer with third party advertising or promotion without such Customer's explicit permission.

8.6 Customer further acknowledges that Company may, in its sole discretion, preserve or disclose any data provided by or for Customer, as well as Customer's information, such as e-mail addresses, IP addresses, timestamps, and other user information, if required to do so by law or in the good faith belief that such preservation or disclosure is reasonably necessary to comply with the legal process, enforce these Terms, respond to claims that any content provided by or for Customer violates the right of third-parties; or to protect the rights, property, or personal safety of Company, its users or the general public.

9. TERMINATION

9.1 Customer may terminate this Agreement at any point in time upon one month's prior written notification to Company.

9.2 Customer agrees that Company at its sole discretion, has the right (but not the obligation) to delete or deactivate Customer's account, block Customer's email or IP address, or otherwise terminate Customer's access to or use of the Services (or any part thereof), immediately and without notice, and remove and discard any Content within the Services, for any reason, including, without limitation, if Company believes that Customer has acted inconsistently with these Terms. Further, Customer agrees that Company shall not be liable to Customer or any third party for any termination of such access to the Services. Further, Customer agrees not to attempt to use the Services after said termination.

9.3 Upon the termination or expiration of this Agreement for any reason, Customer's rights under this Agreement will cease, including all rights to use the Services.

9.4 No termination of this Agreement will affect any obligation to make payment of outstanding amounts owed by Customer to Company.

9.5 Company reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Services (or any part thereof) with or without notice. Customer agrees that Company shall not be liable to Customer or to any third party for any modification, suspension or discontinuance of the Services.

10. NO WARRANTY / LIMITATION OF LIABILITY

THE COMPANY'S SERVICES ARE PROVIDED ON AN "AS IS" BASIS. THE COMPANY, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES' RIGHTS, AND FITNESS FOR PARTICULAR PURPOSE. CUSTOMER EXPRESSLY UNDERSTANDS AND AGREES THAT COMPANY SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED

OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SERVICE; (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR (iii) ANY OTHER MATTER RELATING TO THE SERVICES. With regard to any such claim, the Company liability will at all times be limited to the amount paid, if any, by or on behalf of Customer to the Company for the Services for the three months immediately preceding the claim. Some states do not allow the foregoing limitations of liability, so they may not apply to you.

11. INDEMNITY

CUSTOMER HEREBY AGREES, AT CUSTOMER'S EXPENSE, TO INDEMNIFY, DEFEND AND HOLD COMPANY HARMLESS FROM AND AGAINST ANY LOSS, COST, DAMAGES, LIABILITY, AND/OR EXPENSE ARISING OUT OF OR RELATING TO (A) THIRD PARTY CLAIMS, ACTIONS OR ALLEGATIONS OF INFRINGEMENT, MISAPPROPRIATION OR THE LIKE BASED ON INFORMATION, DATA OR CONTENT CUSTOMER SUBMITTED IN CONNECTION WITH THE SERVICES, (B) ANY FRAUD, MANIPULATION OR OTHER BREACH OF THESE TERMS BY CUSTOMER, OR (C) THIRD PARTY CLAIMS, ACTIONS OR ALLEGATIONS BROUGHT AGAINST COMPANY ARISING OUT OF CUSTOMER'S USE OF THE SERVICES.

12. MISCELLANEOUS

12.1 This Agreement does not create any joint venture, partnership, agency, or employment relationship between the parties.

12.2 The Limitation of Liability, Intellectual Property Rights, Use of Data, Trade Names and Trademarks, Limited Warranty, Fees and Payments, and Miscellaneous Sections will survive termination or expiration of this Agreement.

12.3 Company shall not be liable for any loss or delay (including failure to meet the service level commitment) resulting from any force majeure event, including, but not limited to, acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, criminal acts of third parties, and any payment date or delivery of Services date shall be extended to the extent of any delay resulting from any force majeure event.

12.4 Customer understands that the technical processing and transmission of Services, including Customer's data, may involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

12.5 Company's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of this Agreement remain in full force and effect. Customer agrees that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Services or this Agreement must be filed within one year after such claim or cause of action arose or be forever barred.

12.6 Company may assign this Agreement at any time to a subsidiary or parent company or to a successor to its business as part of a merger or sale of substantially all of its assets. Customer may

not assign or transfer its interest in this Agreement without Company's prior written consent, which consent shall not be unreasonably withheld.

12.7 The parties hereby agree to use reasonable good faith efforts to resolve any dispute hereunder by promptly identifying a contact person and instructing such individual to negotiate in good faith with the other party's contact person to resolve any such dispute. With respect to any dispute not resolved within two months of identifying the relevant contact persons, the parties hereby agree to submit any unresolved dispute arising under this Agreement to mediation under the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Mediation. If any dispute is not resolved by mediation within six months of selection of a mediator, the dispute shall be submitted to arbitration in accordance with the American Health Lawyers Association Alternative Dispute Resolution Service Rules of Procedure for Arbitration. The same person shall serve both as the mediator and as the arbitrator.

12.8 The section titles in the Agreement are for convenience only and have no legal or contractual effect.

12.9 This Agreement shall be construed in accordance with Delaware law, without regard to its conflict of laws principles.

You are contracting with: Human API Inc. 951 Mariners Island Blvd., Suite 300, San Mateo, CA 94404.
admin@humanapi.co

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