This is a legal Agreement between you and **Health Samurai, Inc**.. ("we" or "our") governing your use of the **Aidbox FHIR API Module**. By accessing or in any way using the Aidbox FHIR API Module you are agreeing to be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, you may not access or use the Aidbox FHIR API Module.

Health Samurai may change and update this Agreement from time to time, and will publish any changes on this page. Make sure to check this page for any updates. Your continued use of the Aidbox FHIR API Module after any such changes constitutes your acceptance of the new terms. If you are unable to comply with any amended version of the Agreement, you should stop use of the Aidbox FHIR API Module immediately.

PERMISSIBLE USE OF THE AIDBOX FHIR API MODULE

We provide access to our application programming interfaces ("APIs"), including the Fast Healthcare Interoperability Resources API ("FHIR API"), the Consolidated Clinical Document Architecture API ("C-CDA API"), and any additional APIs of the Aidbox FHIR API Module. You may only access the Aidbox FHIR API Module by the means described in the documentation of the particular Aidbox FHIR API Module. If Health Samurai assigns you developer credentials, you must use them with the applicable Aidbox FHIR API Module. We may update, change, discontinue, or add APIs functionality or features to the Aidbox FHIR API Module at our discretion with or without providing notice to you.

You agree to comply with all applicable laws, regulations, and governmental issuances. You agree to provide and comply with a publicly accessible privacy policy.

RESTRICTIONS

When using the Aidbox FHIR API Module, you may not (or allow those acting on your behalf to):

Sell, lease or sublicense the Aidbox FHIR API Module or any data derived through the Aidbox FHIR API Module.

Reverse engineer or attempt to extract the source code from any API or any related software.

Perform an Action with the intent of introducing to the Aidbox FHIR API Module any viruses, defects, malware, or any items of a destructive nature.

Interfere with or disrupt the Aidbox FHIR API Module or the servers or networks

providing the Aidbox FHIR API Module.

LIMITATIONS

Health Samurai sets and enforces limits on your use of the Aidbox FHIR API Module, in our sole discretion, without notice or liability. Health Samurai reserves the right to:

Rate limit or block apps that make a large number of calls to the Aidbox FHIR API.

Disable, restrict or remove your app's access to the Aidbox FHIR API.

Change, suspend, or discontinue the availability of the Aidbox FHIR API at any time.

Impose limits on certain features or restrict your access to parts or all of the Aidbox FHIR API Module.

ACCOUNTS/REGISTRATION

You represent and warrant that any and all registration information you provide to Health Samurai in connection with your access to the Aidbox FHIR API Module is accurate, complete, and up to date. Any notices in connection with this Agreement or your use of the Aidbox FHIR API Module will be provided by email to the address provided as part of your registration information. You agree to inform Health Samurai promptly of any updates to your registration information. You are responsible for maintaining the confidentiality of any Passwords, keys, tokens, and user IDs issued to you by Health Samurai in connection with your access to the Aidbox FHIR API Module (collectively, "Credentials") and agree not to provide them to any third party. You are responsible for all applications that are developed under your Credentials and any breach of security caused by your failure to maintain the confidentiality of your Credentials. You agree to notify Health Samurai immediately in the event of loss, theft, unauthorized use, or other compromise of the security or confidentiality of your Credentials.

INTELLECTUAL PROPERTY RIGHTS

As between the parties, you acknowledge that the Aidbox FHIR API Module and the Documentation, and all associated intellectual property rights are owned by Health Samurai.

PRIVACY POLICY

Your submission of information through the Website is governed by our Privacy Policy. Information or data about individuals available from the Aidbox FHIR API Module is subject to certain federal and state laws governing the privacy and security of such information, including but not limited to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"),

and other laws, and require special safeguarding. You must comply with all applicable federal and state laws regarding the protection and disclosure of information obtained through the Aidbox FHIR API Module.

INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Health Samurai, its officers, directors, employees, agents, affiliates, information providers, and suppliers from and against all claims, liabilities, losses, expenses, damages and costs, including reasonable attorneys' fees ("claims"), resulting from any violation of these terms or any claims arising from your use of the Aidbox FHIR API Module (including but not limited to infringement of third parties intellectual property rights, misappropriation of trade secrets or other proprietary rights or negligent or wrongful conduct).

DISCLAIMER OF WARRANTY

Health Samuri cannot ensure that the information contained on its server or other systems will be available at all times, and because you and other users are responsible for inputting information onto Aidbox server or systems, Health Samurai cannot ensure that the information provided on its page and through the Aidbox FHIR API Module will be accurate. Health Samurai and its service providers disclaim all express or implied representations or warranties regarding the Aidbox FHIR API Module, information, content, services, functionality, and any other resources available on or accessible through this page, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, or non- infringement. All such Aidbox FHIR API Module, information, content, services, functionality and resources are made available "as is" and "as available", at your sole risk, without warranty of any kind. Health Samurai does not warrant that the page or Aidbox FHIR API Module will be accurate or operate without interruption or error.

LIMITATION OF LIABILITY

To the fullest extent permitted by law, under no circumstances, shall Health Samurai, its officers, directors, employees, agents, affiliates, information providers and/or its suppliers be liable for any direct, indirect, punitive, incidental, special, consequential damages or any other damages whatsoever including, without limitation, damages for loss of use, data or profits, arising out of or in any way connected with the access, use or performance of the Aidbox FHIR API Module, with the delay or inability to use the Aidbox FHIR API Module or related technology, software or services, the provision of or failure to provide the Aidbox FHIR API Module software or services, or for any information, software, products, services and related graphics obtained from Health Samurai, or otherwise arising out of the use of the Aidbox FHIR API Module, whether based on contract, tort, negligence, strict liability or otherwise, even if Health Samurai has been advised of the possibility of damages. If you are dissatisfied with any

portion of the Aidbox FHIR API Module or with this Agreement, your sole and exclusive remedy is to discontinue using the Aidbox FHIR API Module. Notwithstanding the foregoing paragraph, the total liability of Health Samurai, its officers, directors, employees, agents, affiliates, information providers and/or suppliers, if any, for losses or damages shall not exceed the fees paid by you for the use of the particular technology, software, product, information or service provided by Health Samurai.

TERM, TERMINATION, SUSPENSION AND REVOCATION

This Agreement is effective until terminated by either party. If you no longer agree to be bound by this Agreement, you must cease your use of the Aidbox FHIR API Module. If you breach any provision of this Agreement, then you may no longer use the Aidbox FHIR API Module.

Health Samurai may suspend or revoke your Credentials or access to the Aidbox FHIR API Module without prior notice for your failure to comply with this Agreement or if Health Samurai determines that your access to the Aidbox FHIR API Module would present an unacceptable level of risk to the security of Health Samurai's systems. Health Samurai may terminate this Agreement if you fail to comply with its terms and, to the extent permitted by law, for any or no reason.

If this Agreement is terminated for any reason, then: (a) this Agreement will continue to apply and be binding upon you in respect of your prior use of the Aidbox FHIR API Module (and any unauthorized further use of the Aidbox FHIR API Module); and (b) any rights granted to us under this Agreement will survive such termination.

GENERAL LEGAL TERMS

This Agreement constitutes the entire agreement between you and Health Samurai with respect to its subject matter Health Samurai's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If a court of competent jurisdiction rules that any provision of the Agreement is invalid, then that provision will be removed from the Agreement without affecting the rest of the Agreement and the remaining provisions will continue to be valid and enforceable. There are no third-party beneficiaries to this Agreement. The rights granted in this Agreement may not be assigned or transferred by you without the prior written approval of Health Samurai. You may not delegate your responsibilities or obligations under this Agreement without the prior written approval of Health Samurai. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. You agree to submit to the exclusive jurisdiction of the state and federal courts located in Los Angeles, California to resolve any legal matter arising from this Agreement and each of the parties hereto waives any objection to jurisdiction and venue in such courts. Health Samurai may, notwithstanding this, seek injunctive remedies in any jurisdiction.