

## API TERMS OF USE

Last Updated: July 1, 2021

IMPORTANT – READ CAREFULLY. THESE TERMS OF SERVICE (“**TERMS**”) ARE A LEGAL AGREEMENT BETWEEN YOU AND PROMEDICA INSURANCE CORPORATION, ON BEHALF OF ITSELF AND ITS SUBSIDIARIES, (COLLECTIVELY, “**PARAMOUNT**”, **WE**”, “**US**”, OR “**OUR**”) APPLICABLE TO YOUR USE OF OUR APPLICATION PROGRAMMING INTERFACES (“**APIS**”) AND ANY UPDATES, MODIFICATIONS, IMPROVEMENTS, OR ENHANCEMENTS THERETO PROVIDED BY PARAMOUNT (COLLECTIVELY, THE “**API SERVICE**”). BY AGREEING TO THESE TERMS OR BY ACCESSING OR OTHERWISE USING THE API SERVICE, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, THEN DO NOT ACCESS OR USE THE API SERVICE.

WHEN YOU ACCEPT THESE TERMS, YOU AGREE TO THEM ON YOUR INDIVIDUAL BEHALF AND ON BEHALF OF THE ENTITY OR ORGANIZATION BY WHICH YOU ARE EMPLOYED OR RETAINED AND FOR WHOSE BENEFIT YOU ARE USING THE API SERVICE (“**ORGANIZATION**”). YOU REPRESENT AND WARRANT THAT YOU (A) HAVE READ AND UNDERSTAND THESE TERMS, (B) ARE OF A LEGAL AGE TO ENTER INTO A BINDING AGREEMENT, AND (C) ARE AUTHORIZED BY ORGANIZATION TO AGREE TO THESE TERMS ON ITS BEHALF. REFERENCES HEREIN TO “**YOU**” and “**YOUR**” SHALL MEAN “YOU AND/OR ORGANIZATION.”

Paramount offers access to the API Service in accordance with the documentation available at <https://www.paramounthealthcare.com/interoperability-apis/> to obtain read-only access to Member Data and Provider Directory Data. Member Data means data, information, security tokens, and other content Paramount makes available through the API related to current enrollees of Paramount plans. Provider Directory Data means data, information, and other content Paramount makes available through the API related to pharmacies and/or providers contracted with Paramount.

ONLY USERS AND APPLICATIONS AUTHORIZED BY PARAMOUNT (“**PERMITTED USERS**”) MAY USE THE API SERVICE OR PART THEREOF (INCLUDING ANY ASSOCIATED DATA). ANY USE OF THE API SERVICE OTHER THAN BY A PERMITTED USER IN ACCORDANCE WITH THESE TERMS IS STRICTLY PROHIBITED.

Any failure to abide by these Terms is grounds for immediate suspension or termination of access to the API Service (including suspension or termination of access by other Permitted Users working for the same Employer) and may give rise to other legal rights and remedies.

### 1. REGISTRATION

Registration is required to access and use the API Service. Paramount has established and may from time to time change requirements and conditions for such access and use as permitted by applicable law. Paramount reserves the right to refuse access to the API Service to anyone as permitted by applicable law.

To complete Your registration, You must (a) provide accurate, current and complete information as prompted by our registration form; (b) provide a valid company email address; (c) maintain and update

Your email address and other registration information to ensure that such information remains accurate, current, and complete; and (d) provide links to Your privacy policies when completing registration. For certain uses and APIs, You may be provided with and required to use confidential security keys or credentials ("**Keys**"). Keys issued by Paramount to Permitted Users to use the API Service in response to an application registration may only be used by Permitted Users for developing and providing such application, and any access to the API Service by a different application or users are not considered Permitted Users under these Terms and are not authorized to use the API Service.

## 2. REPRESENTATIONS AND WARRANTIES; COMPLIANCE WITH LAWS

You represent and warrant that You and Your users are 18 years of age or older. You represent and warrant that You have the authority to bind the Organization. You represent and warrant that You will comply with all security requirements for access to and use of the API Service.

You agree to abide by all applicable laws in connection with Your access and use of the API Services, including without limitation privacy, data protection, non-disclosure, and information security laws and regulations, and laws governing the use and processing personal information, including health-related information.

## 3. SECURITY

You are responsible for maintaining the confidentiality and security of Your Keys. You agree not to permit any other person or application to use Your Keys to gain access to the API Service, and You agree that You are fully responsible for all activities in the account associated with Your Keys, whether or not You authorize such activities. You agree to immediately notify Paramount of any unauthorized use of Your Keys of which You become aware. Notice of unauthorized use will not relieve You of responsibility for activities that occur as a result of unauthorized use.

## 4. RIGHT TO USE; LIMITED LICENSES

A. Subject to Your compliance with these Terms and the documentation, Paramount grants to You a non-exclusive, non-transferable, non-sublicensable (except as expressly permitted herein) right to access and use the API Service in a lawful manner and using reasonable security measures, only for the purpose of developing applications and facilitating authorized requests made by individuals to obtain their Member Data or Provider Directory Data.

B. Trademarks. Paramount grants You a non-exclusive, non-transferable, non-sublicensable (except as expressly permitted herein) limited license to display the Paramount trade names, trademarks, service marks, and logos embedded within APIs or otherwise made available through the API Service ("**Paramount Marks**") in compliance with all Paramount requirements for such usage solely in connection with offering Your users the opportunity to request access to their Member Data or Provider Directory Data. Paramount reserves the right to review and approve any uses of the Paramount Marks. You will not acquire any rights or interest in any Paramount Marks, and any goodwill generated will inure solely to Paramount's benefit.

## 5. MEMBER DATA.

Paramount is not responsible for Your access and use of Member Data. You represent and warrant at all times that when You use the API Service to access Member Data (a) Your requests for Member Data via

software or otherwise through the API Service will not infringe any rights of any individual or third party; (b) You have obtained Express Consent from the individuals for and about whom You request Member Data through the API Service (which Express Consent is still in place and has not expired or been withdrawn or revoked); (c) You have made available a mechanism for individuals to revoke any Express Consent previously provided to You, and will comply with revocations made through such mechanism; (d) You will not obtain or attempt to obtain individuals' credentials during the process of obtaining patient tokens in connection with making Member Data requests through the API Service; (e) You will use reasonable security measures in connection with using the API Service; and (f) You recognize that Member Data may be considered Protected Health Information (as defined by the Health Insurance Portability and Accountability Act (“HIPAA”)). “**Express Consent**” means an individual’s electronic or other consent, permission, or authorization for the collection, use, disclosure, or other processing of such individual’s Member Data as required by applicable laws.

You agree to notify Paramount immediately if You receive access to data from the API Service that was not requested, You discover any defect or error in the API Service that prevents the receipt of accurate Member Data or compromises the security of the API Service or Member Data, or You experience a Security Breach. A “**Security Breach**” means any event experienced by You that compromises the security of access or use of the API Service or results in unauthorized access, use, disclosure, or other processing, or loss, corruption, or unplanned unavailability of Member Data or credentials or identification tokens used in connection with the API Service. You also agree that Paramount has no responsibility or liability under these Terms for any Security Breach You experience, including for any investigation, remediation, or breach notification activities. You agree to immediately and securely delete/destroy any data You receive from the API Service that You are not authorized to receive.

## 6. RESTRICTIONS ON RIGHTS TO USE

You will not: (i) distribute, publish, or allow access or linking to the API Service from any location or source other than Your application; (ii) modify, reproduce, adapt, translate, reverse engineer, create derivative works based upon, publicly display, sell, rent, license, decrypt, or in any way commercially exploit any Paramount IP (defined below) except and to the extent expressly permitted under these Terms of Use; (iii) remove any copyright, trademark, attribution, or other proprietary rights notice; (iv) transmit or upload any item containing or embodying any virus, worm, defect, software bomb or other malicious feature designed to damage or degrade in any manner the performance of API Service or related system; (v) attempt to circumvent any access control or digital rights management measures or technology thereof associated with the Paramount IP; (vi) generate excessive load on the API Service or cause the API Service to behave inaccurately or inconsistently; (vii) attempt to breach, defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any firewall, encryption, security, authentication routines, or software protection mechanisms in the API Service, including any such mechanism used to restrict or control the functionality of the API; (viii) use any automated program, tool, or process (including web crawlers, scrapers, robots, bots, spiders, and automated scripts) to access the API Service, or any server, network, or system associated with the API, or to extract, collect, harvest, or gather Member Data through the API without Express Consent from the individual about whom the Member Data relates; (ix) violate the security or integrity of the API Service or related systems or (x) allow any other individual or entity to do any of the foregoing. You agree to promptly notify Paramount if You have reason to believe that any other individual or entity has engaged in any of the activities set forth in the foregoing (i) through (x).

## 7. OWNERSHIP

Paramount retains all rights, title, and interest in and to the API, including all rights to the design, software code, scripts, database structures, documentation, Paramount Marks, service marks, copyrights, and other intellectual property included in or utilized by the API, and any updates thereto, and its name and logo ("**Paramount IP**"). You retain all rights, title and interest in and to Your application and Your trademarks or service marks, excluding any portions that incorporate or are based on Paramount IP. There are no implied licenses under these Terms of Use, and any rights not expressly granted to You pursuant to these Terms of Use are reserved by Paramount. You agree to not take any action inconsistent with Paramount's ownership of the Paramount IP. Nothing in these Terms of Use shall be deemed to grant to You or any other party any right in or to any patent, copyright, trademark, trade secret or other proprietary right of Paramount.

## 8. COPYRIGHTS

You hereby grant Paramount and its affiliates a perpetual, universal, non-exclusive, royalty-free right to: (i) copy, display, modify, transmit, make derivative works of and distribute any information or content You provide; and (ii) post, upload, disclose, or otherwise transmit information and content to Paramount through an API or other paramount website, for the purpose of interacting with You and Your users, subject to limitations imposed by applicable laws and regulations. You represent and warrant to Paramount that You have the right, as owner, licensee, or authorized agent to make such information and content available to Paramount. You are solely responsible for any copyright violations You may incur as a result of Your Participation.

## 9. PUBLICITY

Except as expressly permitted by Paramount, You may not issue a press release, advertisement, or public statement concerning Your Participation in the Program or these Terms of Use, without the express written consent of Paramount.

## 10. MONITORING AND ENFORCEMENT

You consent and agree that Paramount may, but is under no obligation to, monitor or audit Your access to and use of the API Service. You agree to cooperate with any monitoring or audit, and You will not interfere with or otherwise attempt to block any monitoring or audit. Paramount reserves the right to: (i) investigate and take appropriate action, including legal action against anyone who violates these Terms of Use; and (ii) seek available remedies, including specific performance, injunctive relief, and/or attorneys' fees.

## 11. DISCLAIMER

YOU EXPRESSLY AGREE THAT YOUR ACCESS TO AND USE OF THE API SERVICE IS ENTIRELY AT YOUR OWN RISK, AND THAT THE API SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE EXTENT PERMISSIBLE BY APPLICABLE LAW, PARAMOUNT MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS AS TO THE AVAILABILITY, SECURITY, OPERATION, RELIABILITY AND/OR USE OF THE API SERVICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE

OF DEALING OR COURSE OF PERFORMANCE. IN ADDITION, PARAMOUNT DOES NOT REPRESENT OR WARRANT THAT SUCH ITEMS ARE ACCURATE, COMPLETE, OR CURRENT, AND PARAMOUNT IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS OR FOR ANY ADVERSE CONSEQUENCES RESULTING FROM USE OF, INABILITY TO USE, OR RELIANCE ON ANY ASPECT OF THE SAME. PARAMOUNT MAKES NO REPRESENTATIONS OR WARRANTIES THAT THE API SERVICE WILL BE UNINTERRUPTED, SECURE, OR FREE OF ERRORS, VIRUSES, OR OTHER HARMFUL COMPONENTS. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY ANYONE FROM PARAMOUNT OR THE PORTAL SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN.

## 12. LIMITATION ON LIABILITY

IN NO EVENT SHALL PARAMOUNT, ITS AFFILIATES, OR THE RESPECTIVE SHAREHOLDERS, DIRECTORS, OFFICERS, MANAGERS, EMPLOYEES, AGENTS REPRESENTATIVES, OR MEMBERS, OF ANY OF THE FOREGOING, BE LIABLE TO YOU OR ANY THIRD PARTY FOR DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS, GOODWILL OR REVENUE, BUSINESS INTERRUPTION, OR LOSS OF DATA, ARISING OUT OF THE USE OF, ACCESS TO, RELIANCE ON, UNAVAILABILITY OF, INABILITY TO USE OR IMPROPER USE OF THE API SERVICE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE. IN ANY EVENT, PARAMOUNT'S RESPECTIVE TOTAL MAXIMUM LIABILITY IN RESPECT OF THE API SERVICE, IN ANY MANNER WHATSOEVER, SHALL BE LIMITED TO ONE HUNDRED US DOLLARS (\$100.00). THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

## 13. INDEMNITY

You agree to indemnify, defend, and hold Paramount and its respective affiliates, licensors, directors, officers, employees, agents, representatives, and members harmless from and against any all allegations, losses, costs, damages, liabilities, judgments, and expenses, of any nature, including attorneys' fees and costs ("**Claims**") arising from or related to: (i) Your access or use of, or inability to use, the API Service; (ii) Your application or the development, maintenance, or use of any aspect of the application; (iii) any data or information accessed, collected, distributed, uploaded, or transmitted by You or Your users, including Member Data and Provider Directory Data; (iv) Your violation of these Terms of Use or any other terms related to the API Service; (v) any information submitted to Paramount as part of registration or through the API; (vi) the infringement or other violation by You, Your application, or Your marks of any law or intellectual property or other right of any person or entity; and (vii) Your users. At Paramount's option, You will assume control of the defense and settlement of any Claim subject to indemnification by You and further, subject to Paramount's right at any time thereafter to take control of the defense and settlement of any such Claim. You may not settle any Claim without Paramount's prior written consent.

## 14. CHOICE OF LAW, VENUE, AND DISPUTES

You agree that these Terms of Use shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to choice of law rules. Any litigation arising out of or in connection with the API Service or these Terms of Use shall be resolved exclusively in state or federal courts located in Lucas County, Ohio.

## 15. OTHER TERMS

No agency, partnership, joint venture, or employment relationship is created as a result of Your access to or use of the API Service, and You do not have any authority of any kind to bind Paramount in any respect whatsoever. These Terms of Use, including any additional applicable terms incorporated herein by reference, constitute the entire agreement between You and Paramount regarding Your access to and use of the API Service. You may be subject to additional terms and conditions that may apply when You use services of other parties affiliated with Paramount, third-party content, or third-party software. Paramount's failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of the enforcement of such right or provision. These Terms of Use are not assignable, transferable, or sublicensable by You, without Paramount's prior written consent. If any part of these Terms of Use is ruled to be unenforceable, then such part shall be eliminated or limited to the minimum extent necessary, and the remainder, including any revised portion, shall remain and be in full force and effect.

## 16. MODIFICATIONS.

A. Changes to the Terms of Use. Paramount reserves the right to and may amend these Terms of Use at any time for any reason. Amended terms become effective thirty days after they are posted. Paramount recommends that You read these Terms of Use carefully each time You Participate. Your Participation after the effective date constitutes Your acceptance of the amended terms.

B. Changes to the API Service. As permitted by applicable law, Paramount may modify or terminate the API Service. Any new features, enhancements, or modifications to the API Service implemented after Your initial Participation shall be subject to the Terms of Use in effect at the time. Paramount will make available reasonable notice of material changes to features or functionality of the API by posting notice. Modifications and terminations may affect, and or require changes to, Your application, for which Paramount bear no responsibility, and which shall be remedied at Your sole expense.