



MMM Holdings, LLC

Interoperability API Developer Portal

Terms and Conditions of Use

Last Updated: July 2021

The following **Terms and Conditions of Use** are a key factor for the proper utilization of **MMM Holdings, LLC., including its subsidiaries and affiliates** (together hereinafter referred to as “MMM”)’s *Interoperability API Developer Portal*, available at <https://prodmmmtzinterop.developer.healthtranzformdev.com> (hereinafter, the "API Website"), or of any further services or data obtained or provided through, or in connection with, the API Website or MMM, including its subsidiaries and/or affiliates. The purpose of the API Website is to make available application programming interfaces (“APIs”), a testing environment (“sandbox”), documentation, and other relevant content, to facilitate the development of software applications that interact with such APIs. By accessing and accepting these **Terms and Conditions of Use**, you agree to, and shall abide by, the resulting Agreement between you and MMM. The content of the API Website may be made available to third party developers, as may be your employer, subject to contractual relationships.

By utilizing the API Website, you affirm and ratify that you are of legal age to enter into the resulting Agreement and are an authorized user of the API Website, as per individual contract with MMM or as a representative of your employer.

MMM reserves its right to update and/or modify these **Terms and Conditions of Use**, from time to time, by reasonable prior notification. However, as a current user of the API Website, you are responsible of periodic reviews, in case updates are posted on such platform. If no objection is presented during a reasonable time following any update, such update shall be deemed informed and accepted.

*Parts of the API Website, and services thereunder, may not yet be available.**

SERVICES PROVIDED

By accessing the API Website, you shall have access to the following:

- a. Information, Data and Documents
- b. Registration Services
- c. Developer Sandbox Services
- d. Patient Access API
- e. Provider Directory API

These shall be available and provided, as required by and in accordance with the CMS Interoperability and Patient Access Final Rule (CMS-9115-F).



REGISTRATION - GRANT OF PERMISSION

MMM hereby grants to you the non-exclusive, revocable right to access the API Website subject to and in accordance with the **Terms and Conditions of Use** herein, and such communications media, access controls, policies and procedures, and security mechanisms as may be established from time to time during the term of this Agreement for remote access to and use of the API Website. As a user, you represent and warrant that any and all registration information you provide MMM to create your account is accurate, complete, and up to date. You are responsible of immediately notifying MMM of any changes and/or updates to such information. Each authorized user will be assigned a unique password, which shall not be shared with any third party.

You are solely responsible for: (i) maintaining the confidentiality of your data on the API Website and agree not to provide it to any third party; (ii) all statements made and acts or omissions that occur while your data is being used; and (iii) any breach of security caused by your failure to maintain the confidentiality of your data. You agree to notify MMM immediately in the event of loss or theft of your data, or if you believe the confidentiality of your data has been compromised in any way, or in the event of your learning about a possible or actual unauthorized use of the API Website or work therein.

MMM hereby prohibits you from using the API Website for any other purpose other than with MMM registered APIs. In case of noncompliance, violations to these **Terms and Conditions of Use**, or an actual or reasonable believe of an unacceptable level of risk to MMM's system security, MMM may exercise its right to revoke your data and/or access to the API Website or APIs, at any time without prior notice.

RULES AND RESPONSIBILITIES

Subject to these Terms and Conditions of Use, and applicable law and regulation:

- a. The Patient Access API shall only be used to retrieve, with the approval and at the direction of an applicable MMM enrollee or the enrollee's personal representative, certain data, as applicable, concerning adjudicated claims, encounter data from capitated providers, formulary data, and certain clinical data, if MMM maintains any such data;
- b. The Provider Directory API shall only be used to retrieve, as applicable, certain MMM provider and pharmacy directory information;
- c. The developer sandbox services shall only be used to test your application's connection to the APIs.

As a user, it is your responsibility to:

- a. Determine the suitability of the content to use, design, develop, configure, and test your software application;
- b. Ensure that your software application meets security requirements;



- c. Have appropriate procedures and systems in place in order to maintain your operations and availability if the API Website, including its content, is unavailable;
- d. Comply with all applicable laws and regulations;

As a user, you may NOT:

- a. Access the APIs by means other than MMM's API Website portal;
- b. Decompile, disassemble, reverse engineer, or otherwise attempt to derive, reconstruct, identify, or discover any source code, underlying ideas, or algorithms of the API Website by any means, except to the extent that the foregoing restriction is prohibited by applicable law;
- c. Remove any proprietary notices, labels, or marks from the API Website;
- d. Interrupt or attempt to interrupt the operation of the API Website in any way. You must not transmit or otherwise make available through or in connection with the Service any virus, worm, Trojan horse, Easter egg, time bomb, spyware, or other computer code, file, or program that is or is potentially harmful or invasive or intended to damage or hijack the operation of, or to monitor the use of, any hardware, software, or equipment.

USE LIMITATIONS

You agree not to use, or to authorize or permit others to use, the API Website except as expressly authorized in the resulting Agreement from these **Terms and Conditions of Use**. You also agree not to, and not to authorize or permit others to, copy, modify, adapt, sell, license, create derivative works from, or otherwise transfer all or any part of the API Website or any user data relating thereto. You further agree that you will not, and will not authorize or permit others to, reverse engineer, reverse assemble, reverse compile, decompile, disassemble, or otherwise translate all or any part of the API Website, nor will you use or authorize or permit others to use any mechanical, electronic, or other methods to trace, decompile, disassemble or identify the source code or data model of the system or any part thereof. You shall not assign or transfer any the rights granted hereunder, except if and as permitted under this Agreement.

These limitations are designed to protect the security of MMM's systems, manage the load on the system, promote equitable access, and prevent abuse, and these limitations may be adjusted without notice, as reasonably determined by MMM. If MMM reasonably determines that you have attempted to exceed or circumvent these limits, your ability to use the APIs and API Website may be blocked. MMM may monitor and/or audit your use of the APIs to ensure compliance and improve its systems.

PROPRIETARY RIGHTS

MMM is the sole proprietor of the API Website. Parts of the content in the API Website are subject to trademark, service mark, copyright, and/or other intellectual property rights held by MMM and its contractors, suppliers and vendors. Any trademark or copyright notices may not be deleted or altered in any way. MMM's trademarks and copyrights may not be used in connection with any



products or services that are not offered by or on behalf of MMM. You acknowledge that these rights are valid and protected in all forms, media, and technologies existing now or hereinafter developed.

You are responsible for obtaining, maintaining, and paying for all hardware, software, and all telecommunications and other services, that may be required for you to use the API Website.

Regulatory Compliance.

You agree at all times during the terms of this Agreement, to use the API Website, and to perform its obligations under this Agreement, in compliance with all federal, state and local laws and regulations applicable relating to confidentiality and security of patient-related information (collectively "Applicable Laws"). You understand and agree that the information contained within the API Website may be shared with other providers or members, as authorized by you, in accordance with applicable laws. Without limiting the foregoing, you agree to assume sole and complete responsibility for ensuring that its use of the API Website and all of its policies and procedures relating thereto, are at all times during the term of this Agreement in compliance with the security and privacy requirements of the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), laws protecting personal information and regulations promulgated thereunder, as such laws and regulations may be amended or replaced from time to time, including the standards for the security of individually identifiable health information within the meaning of the regulations proposed by HCFA at 45 C.F.R. Part 162 (the "Security Regulations"). Violations may be subject to civil and/or criminal liability and penalties under State and Federal laws. This section shall expressly remain in effect after termination of this Agreement as it pertains to the confidentiality of patient identifiable information.

NOTICES

You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

DISCLAIMER OF WARRANTY

MMM EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING IN CONNECTION WITH THIS AGREEMENT, OR ITS IMPLEMENTATION, OR ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR UNINTERRUPTED OR ERROR-FREE USE OR OPERATION OF THE SYSTEM. YOU ACKNOWLEDGE THAT THE SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.



LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MMM HOLDINGS, LLC. SHALL IN NO EVENT BE HELD LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES (INCLUDING DAMAGES DERIVED FROM THE LOSS OF EARNINGS, PROFITS OR GOODWILL OR FROM INCREASED EXPENSES OR COSTS, FORESEEABLE OR UNFORESEEABLE), THAT MAY BE INCURRED OR SUFFERED BY YOU OR ANY OTHER PERSON, WHETHER UNDER THE LAWS OF CONTRACT, STRICT LIABILITY, TORT OR OTHERWISE, AS A RESULT OF THE USE OR INABILITY TO USE THE INNOVAMD PORTAL. THE LIMITATIONS CONTAINED IN THIS SECTION APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY (INCLUDING STRICT LIABILITY).

You expressly acknowledge and agree that the limitations set forth above are fundamental elements of this Agreement and the API Website and services would not be provided to you absent such limitations.

INDEMNIFICATION AND HOLD HARMLESS

You hereby agree to indemnify, defend, and hold the harmless MMM, and its subsidiaries and affiliates, from any liability, loss, claim, and expense (including reasonable attorneys' fees) related to or arising out of your use of the content on the API Website, or any materials that you submit, post, or transmit through the API Website, your use of the API Website, your connection to the API Website, your violation of these **Terms and Conditions of Use**, or your violation of any rights of another.

The API Website may contain links to, or otherwise make available, third-party sites, services, products, information, content, materials, functionality, and/or other resources ("Third Party Resources"). These links and access are provided for your convenience and reference only. We do not control such Third Party Resources and, therefore, we are not responsible for such Third Party Resources, or any content posted on or made available by such Third Party Resources. Be aware that MMM does not control, makes no guarantees about, and disclaims any express or implied representations or warranties about such Third Party Resources, including without limitation the security of any materials, or the accuracy, relevance, timeliness, completeness, or appropriateness for a particular purpose of the information or the resources contained on or made available by such Third Party Resources or any other Internet sites. We reserve the right to terminate such links or such access at any time. The fact that we offer such links or access should not be construed in any way as an endorsement, authorization, or sponsorship of such Third Party Resources, or any content made available thereby. Because some Third Party Resources employ automated search results or otherwise link you to Third Party Resources containing information that may be deemed inappropriate or offensive, we cannot be held responsible for the accuracy, copyright compliance, legality, or decency of material contained in or made available by Third Party Resources, including the weekly circular ads available online, and you hereby irrevocably



waive any claim against us with respect to such Third Party Resources. Your use of any Third Party Resources is subject to the Third Party's terms, conditions, and policies applicable to such products, services, or materials (such as Terms of Service or Privacy Policies of the providers of such products, services or materials). MMM is not responsible for the privacy and security of any information you share with that Third Party. When you elect to receive these services from a Third Party, you agree to hold MMM, and its subsidiaries and affiliates, harmless for any unauthorized use or disclosure of your personal information.

NO WAIVER OF RIGHTS

MMM's failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision.

TERMINATION

The resulting Agreement from these **Terms and Conditions of Use** shall become effective on the date that you acknowledge your acceptance and shall continue thereafter until terminated as provided herein. Either party may terminate this Agreement in its entirety, or any portion as it may pertain to any particular application, at any time, without cause, upon the provision of notice to the other party. In addition, MMM may immediately terminate this Agreement if you engage in any activity or practice that constitutes a violation of either or both of the Security Regulations, or the Privacy Regulations.

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 API Website (and any unauthorized further use of the respective services); (b) any rights or licenses granted to us under this Agreement will survive such termination.