EFFECTIVE DATE: 3/1/24
Oracle Terms and Conditions for Oracle Health APIs

"Oracle Health APIs" means the Oracle Health application programing interfaces (APIs) that Oracle and/ or Cerner (collectively, "Oracle") exposes publicly for its Oracle Health products and all works of authorship and any other embodiments of intellectual property rights in such APIs and related underlying Oracle Health technologies and documentation, developed, licensed or acquired by Oracle to define how applications are launched, authorized, authenticated, registered, context is shared, data service endpoints are discovered through use of applicable proprietary and/or Fast Healthcare Interoperability Resources (FHIR) service endpoints, and how Substitutable Medical Applications and Reusable Technologies (SMART) are implemented, to allow the APIs enabled applications to interoperate with Oracle Health products. Oracle Health APIs can be FHIR Standard APIs or Proprietary APIs as defined below that Oracle in its sole discretion makes publicly available.

> **"FHIR Standard APIs"** are APIs that conform to the FHIR standard.

> **"Proprietary APIs"** are APIs that do not conform to FHIR standards. Proprietary APIs are not FHIR Standard APIs.

By accessing or using Oracle Health API(s), you are agreeing to these terms ("Terms"). Your rights under these Terms are specifically conditioned upon your agreement to, and compliance with, all such Terms. If you have executed an order with Oracle for additional licenses and services relating to the Oracle Health API(s), such orders will be subject to these Terms unless otherwise expressly agreed in your order. If there is a conflict between these Terms and additional terms applicable to a given Oracle Health API, the additional terms will control for that conflict. If you use the Oracle Health APIs as an interface to, or in conjunction with other Oracle products or services, then the terms for those other products or services also apply.

Notwithstanding anything in these Terms to the contrary, nothing in these Terms is intended to conflict with a regulation or law that applies to Oracle Health. These Terms shall be read in alignment with, or may be modified by Oracle Health to comply with, laws and regulations that are applicable to Oracle Health (by way of example and not limitation, certification regulations set forth by the U.S. Office of National Coordinator for Health IT, as applicable).

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 these Terms. If you are using the APIs on behalf of an entity, you represent that you have full and proper authority to act on behalf of and bind the entity to these Terms.

Oracle has subsidiaries and affiliated legal entities around the world ("Oracle affiliates"). Oracle affiliates may provide the Oracle Health APIs to you on behalf of Oracle and these Terms will also govern your relationship with such Oracle affiliates.

1.   **Access and Use of Oracle Health API(s)**
a.   **Developer Account.** To access Oracle Health APIs, you will be required to register by establishing a developer account and provide certain information such as contact information (e.g., name, address, telephone number and e-mail address), demographic information (e.g., zip code, organization and/or role), or, if applicable, billing information (e.g., credit or debit card numbers). Any registration information you give to Oracle will always be accurate and up to date and you'll inform Oracle promptly of any updates. Oracle will use such information to provide you with relevant information about the Oracle Health APIs and contact you when necessary. If Oracle assigns you developer credentials, you must use them with the applicable Oracle Health APIs. You will not misrepresent or mask your identity when using the Oracle Health APIs or developer account.

b.   **Limited Right of Access.** Conditioned upon your compliance with these Terms, Oracle hereby grants to you a revocable, non-transferable, non-exclusive, worldwide (subject to Section 10 Export) limited license to access and use the Oracle Health APIs solely as necessary to (i) interoperate with, enable and achieve the access, exchange, or use of electronic health information between your application ("your Developed App") and Oracle Health product, (ii) demonstrate your Developed Apps to your or your prospective clients, and (iii) provide access to and any necessary support of your Developed Apps to Oracle Health product customers. You will only access (or attempt to access) Oracle Health API(s) by the means described in the documentation of that Oracle Health API(s) or as otherwise advised by Oracle. You will not violate any other terms of service with Oracle (or Oracle affiliates). The availability of the Oracle Health APIs and their capabilities in locations outside of the United States will be determined in Oracle's sole discretion and could change from time to time without notice to you. You are solely responsible for ensuring that you have sufficient rights to your Developed App to use the Oracle Health API(s) and you are solely responsible for the fees, if any, for any use of your Developed App with the Oracle Health APIs.

c.   **Access Restrictions and Prohibitions.** The Oracle Health APIs are proprietary to Oracle and may contain intellectual property and proprietary rights. No right to use, print, copy, modify, create derivative works of, display, adapt, translate, distribute, disclose, decompile or reverse engineer the Oracle Health APIs is granted to you or any third party, except as expressly set forth in these Terms. You shall not sell, pledge, assign, rent or lease, transfer, or commercialize the Oracle Health 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 Oracle Health APIs or any portion thereof. You may not allow, expose or provide a third-party access to the Oracle Health APIs, except as expressly set forth in these Terms, without Oracle's prior written consent in each instance which may be withheld in Oracle's sole discretion. When using the Oracle Health APIs, you may not (or allow those acting on your behalf to):
- publish any material that is false, defamatory, abusive, harassing or obscene.

- violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations.
- perform or disclose any benchmarking, performance or availability testing of the Oracle Health APIs and/ or Oracle Health products and services without Oracle's prior written approval, except to the extent that this restriction is expressly prohibited by applicable law.
- disclose the results of vulnerability testing of the Oracle Health APIs without Oracle's prior written approval, except to the extent that this restriction is expressly prohibited by applicable law.
- interfere with or disrupt the Oracle Health APIs or Oracle Health products or services or the servers or networks providing the Oracle Health APIs.
- reverse engineer or attempt to extract the source code from any Oracle Health API or any Oracle Health products or services, except to the extent that this restriction is expressly prohibited by applicable law.
- use the Oracle Health APIs to process or store any data that is subject to the International Traffic in Arms Regulations maintained by the U.S. Department of State.
- remove, obscure, or alter any Oracle terms of service or any links to or notices of those terms.
- remove or modify any markings or any notice of Oracle's or a licensor's proprietary rights.
- use the Oracle Health APIs except as expressly permitted in these Terms.

Oracle reserves all title and interest in and to the Oracle Health APIs and all rights not expressly granted hereunder.

d.   **Ownership.** Oracle retains all right, title, and interest, including intellectual property rights, to the Oracle Health APIs and Oracle Health products and services, and derivative works thereof, and Oracle data and information, and Oracle Brand Features. You retain all right, title, and interest, including intellectual property rights, to your Developed App subject to Oracle's ownership of the Oracle Health APIs and Oracle Health products and services. Any test results, suggestions, comments, improvements or other feedback relating to the Oracle Health APIs or Oracle Health products or services or provided to Oracle in connection with these Terms ("Feedback"), including intellectual property rights, is and shall be owned exclusively by Oracle. You shall have no rights to disclose such Feedback to any third party. You hereby assign and will assign to Oracle for no additional consideration all intellectual property rights in the Feedback and to the maximum extent allowed by law, all moral rights therein. You also agree not to assert at any time, and otherwise agree to waive, any "moral rights" that You may have in the Feedback to the maximum extent allowed by law. If requested by Oracle, You agree to execute a written assignment of the intellectual property rights in the Feedback to Oracle and any other documents necessary, and to provide other assistance reasonably requested by Oracle. Oracle shall have no obligations to pay any royalties or fees to you for any Feedback or any resulting work from Oracle's use of any Feedback.

e.   **Technical Support.** Oracle Health customers may acquire technical support from Oracle for Oracle Health products under a separate agreement with Oracle. Oracle provides support reasonably necessary to enable your use of the Oracle Health API(s). You may pose your support questions regarding Oracle Health API(s) to the Open Developer Forum here.

If Oracle has an Update to an Oracle Health API, Oracle will issue a notice of such Update. It is solely your responsibility to ensure that future versions of your Developed App are updated to interoperate with the then current version of the Oracle Health APIs.

f.   **User Privacy.** You will protect user information collected by your Developed App, including personally identifiable information ("PII"), from unauthorized access or use and will promptly report to your users any unauthorized access or use of such information to the extent required by applicable law. You will comply with all applicable global privacy laws and regulations including, but not limited to, those applying to PII. You will provide and adhere to a privacy policy that clearly and accurately describes what user information you collect and how you use and share such information with Oracle and third parties.

2.   **Fees.**
Oracle Health APIs are made available by Oracle free of charge to you in the Oracle Health Developer sandbox environment designated by Oracle upon your creation of a developer account. Access and use under these Terms do not include consulting or implementation services, which may be purchased separately for an additional fee.

You may also access Oracle Health APIs within your Oracle Health client's environment subject to these Terms and the terms of your client's separate agreement with Oracle for the applicable Oracle Health products. Additional fees may apply to you or your Oracle Health client for use of Oracle Proprietary APIs outside the Oracle Health Developer sandbox environment designated by Oracle. Any such fees will be set forth in a separate written agreement between you and/ or the client and Oracle.

3.   **Oracle PartnerNetwork and Code Developer Program.**
If made available by Oracle, you may request to participate in Oracle's PartnerNetwork (OPN). For more information visit here.
The Cerner Code Developer Program is no longer being made general available.

4.   **Your Developed Apps.**
a.   **Responsibilities**. You accept full responsibility and liability for your Developed App. 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**. If you wish to implement your Developed App in an Oracle client environment, you hereby acknowledge:
- It is your sole responsibility to license and to implement your Developed App.
- It is your sole responsibility to provide terms of service and privacy policy to users. If you have patient facing applications, we encourage you to provide us with URLs to such policies so we can include a link to such terms on the authorization page for your Developed App.
- Your Developed App must be approved in writing and registered for use by the applicable Oracle client before Oracle will enable your Developed App within such Oracle client's environment, excluding direct-to-consumer applications which do not need to be pre-approved by Oracle clients.
- You may request Oracle consulting services and the scope of such services, and any associated fees, would be set forth in a separate written agreement between Oracle and the applicable parties.
- Oracle may use and disclose your performance and usage data relating to the Oracle Health APIs for any purpose permitted by law so long as the data does not contain protected health information (as defined under Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA)).
- Oracle Health APIs are designed to support real time queries. Oracle 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. Additional details are provided at https://fhir.cerner.com. Oracle Health APIs do support the ability to issue limited concurrent queries to assist you in data retrieval.
- You will protect all secrets, including OAuth 2 identifiers, which have been assigned to your Developed App. If a secret is leaked, you will notify Oracle immediately so that we can reassign secrets or remove access temporarily while the issue is resolved.

c.　　**Monitoring**. Oracle may monitor your use of the Oracle Health APIs and other activities related to your obligations under these Terms. Oracle may, in its sole and reasonable discretion, suspend, throttle or otherwise limit your Developed App activity if Oracle reasonably believes (i) your Developed App poses a threat to the operation, stability or security of Oracle's or its client's systems, infrastructure or services, or (ii) your Developed App may be compromised, contain viruses, material bugs or other errors.

5.　　Confidentiality
Developer credentials are considered confidential information. Developer credentials (such as passwords, keys, and client IDs) are intended to be used by you. You will keep your credentials confidential and not permit any third party to use of your credentials. Further, you shall remain solely responsible for any use or misuse of such developer credentials, and you shall promptly notify Oracle if such developer credentials have been compromised (including but not limited to unauthorized use or disclosure of such developer credentials).

6.　　Warranties; Disclaimers.
a.　　**Compliance**. You are solely responsible for your use of the Oracle Health APIs and agree to comply with all responsibilities and obligations as stated in these Terms. You warrant that at all times you will comply with all applicable laws, rules and regulations relating to the use of the Oracle Health APIs, the Oracle websites and the development, distribution, commercialization, license and use of your Developed App. You further acknowledge and agree that, as it relates to the access and services under these Terms, you are not a supplier to or downstream business associate (as defined under HIPAA) of Oracle.

b.　　**Virus Warranty**. You warrant that your Developed App will not contain or transmit and that you will not (or allow those acting on your behalf to) introduce any viruses, worms, defects, Trojan horses, malware, malicious computer instructions, devices or techniques ("malware") that can or are designed to threaten, infect, damage, disable or shut down the Oracle Health APIs, any Oracle products or service, or any other technology, equipment or computer system.

c.　　**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.

d.　　**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.

e.　　**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) information displayed by your Developed App does not modify or conflict with information displayed in the Oracle client's electronic medical record (EMR); (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; and (e) your Developed App properly handles EMR-specific events, such as patient context changes and user context changes.

f.   **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. You further warrant that the Developed App, any content or other materials used within the Developed App, and the use of the same by Oracle clients or patients will not constitute an infringement, misappropriation or other violation of any patent, trademark, copyright, trade secret or other intellectual property right of a third party. Oracle does not acquire any ownership of any intellectual property rights in the content that you submit to our Oracle Health APIs through your Developed App, except as provided in these Terms. You grant Oracle a perpetual, irrevocable, worldwide, sub-licensable, royalty-free, and nonexclusive license to host, use, process, display and transmit your content. You warrant that before you submit content to the Oracle Health APIs through your Developed App, you will ensure that you have the necessary rights (including the necessary rights from your end users) to grant us the license.

You acknowledge and agree that Oracle may sometimes review content to determine whether it is illegal or violates our policies or these Terms, and Oracle may remove or refuse to display content. Your access to content the Oracle Health products may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

g.   **Disclaimers**. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION (WARRANTIES; DISCLAIMERS), TO THE MAXIMUM EXTENT NOT PROHIBITED BY APPLICABLE LAW, EACH PARTY DISCLAIMS ALL WARRANTIES, WHETHER 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 ORACLE HEALTH APIS ARE PROVIDED "AS-IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND. ORACLE DOES NOT WARRANT THAT THE ORACLE HEALTH APIS OR ORACLE PRODUCTS OR SERVICES OR ANY DATA TRANSMITTED THROUGH USE OF SUCH ORACLE HEALTH APIS OR ORACLE PRODUCTS OR SERVICES WILL BE ERROR-FREE, UNINTERRUPTED OR AVAILABLE IN ALL TERRITORIES, THAT ALL DEFECTS WILL BE CORRECTED, WILL MEET A THIRD PARTY'S REQUIREMENTS OR NEEDS OR THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST, CORRUPTED OR DAMAGED. ORACLE DOES NOT REVIEW OR PROVIDE ANY WARRANTY REGARDING THE ACCURACY, COMPREHENSIVENESS OR COMPLETENESS OF THE ORACLE HEALTH APIS OR ANY INFORMATION ENTERED INTO OR TRANSMITTED THROUGH ORACLE HEALTH APIS OR ORACLE PRODUCTS OR SERVICES OR THAT THE ORACLE HEALTH API(S) WILL ALWAYS BE AVAILABLE. ORACLE DOES NOT WARRANT THAT ANY ALERTS OR OTHER INFORMATION PROVIDED THROUGH THE ORACLE HEALTH APIS OR ORACLE PRODUCTS OR SERVICES HAVE THE ABILITY TO IMPROVE THE HEALTH STATUS OF A PATIENT OR SAVE PATIENT LIVES. NO ADVICE OR INFORMATION WHETHER ORAL OR WRITTEN OBTAINED BY YOU FROM ORACLE OR THROUGH OR FROM THE ORACLE HEALTH APIS WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE ORACLE HEALTH APIS SHALL BE AT YOUR SOLE RISK.

7.   Limitation of Liability; Indemnification.
a.   **Limitation of Liability**. TO THE MAXIMUM EXTENT NOT PROHIBITED UNDER APPLICABLE LAW, ORACLE (INCLUDING ITS LICENSORS, SUPPLIERS AND DISTRIBUTORS) SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY (INCLUDING CLIENTS) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR EXEMPLARY DAMAGES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING BUT NOT LIMITED TO CONTRACT, TORT, COMMON LAW, OR STATUTE) ARISING OUT OF OR RELATING TO THESE TERMS, STATEMENTS OR CONDUCT OF ANY THIRD PARTY REGARDING THE ORACLE HEALTH APIS, OR USE OF THE ORACLE HEALTH APIS, INCLUDING WITHOUT LIMITATION ANY LOSS OF DATA USE, DATA, CONTENT, PROFITS, SALES, GOODWILL, REPUTATION, SAVINGS OR REVENUE, OR ANY ASSOCIATED DOWNTIME, COST OF CAPITAL, OR THE COST OF ANY SUBSTITUTE PRODUCTS OR SERVICES WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORACLE'S MAXIMUM AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM ARISING UNDER THESE TERMS SHALL NOT EXCEED THE AMOUNT OF ONE THOUSAND USD ($1,000.00), THE FOREGOING LIMITATIONS WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY HEREIN.

b.   **Indemnification**. You agree to defend, indemnify and hold harmless Oracle (its directors, officers, employees and agents) against all claims and damages, liabilities, costs and expenses caused by (a) your breach of these Terms, including but not limited to your distribution of the Oracle Health APIs in breach of these Terms; (b) infringement or misappropriation of any intellectual property rights, privacy, publicity or similar rights of any third party by (i) your Developed App, (ii) any information, design, specification, instruction, software, content, data, or materials furnished or made available by you, or (iii) Oracle Health APIs or associated Oracle products or service when used in combination with your Developed App or any other product, services or materials provided by you, if such claim would have been avoided by the exclusive use of the Oracle Health APIs or associated Oracle product or service; (c) any activity related to your access to or use of the Oracle Health API(s), or (d) your Developed App and/ or services or any use thereof.

8.   Brand Features
"Brand Features" is defined as the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. These Terms do not grant either party any right, title, or interest in or to the other party's Brand Features. You may not use or display any Oracle Brand Features without Oracle's express prior written permission. All use by you of Oracle's Brand Features (including any goodwill associated therewith) will inure to the benefit of Oracle. Neither party shall register or attempt to register any of the other party's trademarks.

9.   Term and Termination.

a.   **Term.** These Terms are effective upon your initial creation of a developer account and shall continue until terminated in accordance with the Terms.

b.   **Termination.** You may stop using the Oracle Health API(s) at any time with or without notice. Further, if you want to terminate these Terms, you must provide Oracle with prior written notice of such termination. Oracle reserves the right to terminate these Terms with you or discontinue the Oracle Health API(s) or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you. Either party may terminate these Terms upon written notice to the other party if the other party materially breaches any provision of these Terms and fails within 30 days after receipt of notice of default to correct such default.

c.   **Your Obligations Post-Termination.** Upon any termination of these Terms or discontinuation of your access to an Oracle Health API, all rights granted to you under these Terms will cease and you will immediately stop using the Oracle Health API, cease all use of the Oracle intellectual property.

d.   **Surviving Provisions.** Provisions that survive termination or expiration of these Terms are those relating to confidentiality, warranties, limitation of liability, indemnification, ownership and others which by their nature are intended to survive.

10.   Export.

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the APIs. Such export laws govern use of the APIs (including technical data) and you and we each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the APIs (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

11.   Force Majeure.

Neither you nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both you and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of you or we may cancel these Terms upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures.

12.   Governing Law.

These Terms are governed by the laws of the State of California and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to these Terms. The Uniform Computer Information Transactions Act does not apply to these Terms or to orders placed under it.

13.   Notice.

Any notice required under these Terms shall be provided to the other party in writing. If you have a legal dispute with Oracle or if you wish to provide a notice under the Indemnification Section of these Terms, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065, Attention: General Counsel, Legal Department. We may give notices specific to you by electronic mail to your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to your address on record in our account information.

14.   Assignment.

You may not assign these Terms or give or transfer the Aconex APIs, or any interest in the Aconex APIs, to another individual or entity.

15.   Other

a.   You will not make any statement regarding your use of an Oracle Health API which suggests partnership with, sponsorship by, or endorsement by Oracle without Oracle's prior written approval. Except as required by law, governmental regulation or by the requirements of any securities exchange or securities market on which your securities are listed or quoted, you shall not make, or cause to be made, any press release, public announcement or otherwise communicate with any news media relating to these Terms or the use of the Oracle Health APIs without Oracle's express prior written permission. For the avoidance of doubt, any misrepresentation to a third party that your Developed App has been validated by Oracle, the use of Oracle's Brand Features, or the issuance of a press release or public announcement relating to a Developed App or these Terms without Oracle's express prior written permission shall constitute a material breach of these Terms.

b.   We are an independent contractor and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

c.   Our business partners and other third parties, with which the Services have integrations or that are retained by you to provide consulting services, implementation services or applications that interact with the APIs, are independent of Oracle and are not Oracle's agents. We are not liable for, bound by, or responsible for any problems with the APIs arising due to any acts of any such business partner or third party.

d.   If any term of these Terms is found to be invalid or unenforceable, The remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of these Terms.

e.   Except for breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to these Terms may be brought by either party more than two years after the cause of action has accrued.

f.   You are solely responsible for determining whether the APIs meet your technical, business or regulatory requirements. You shall comply with all applicable laws and regulations and shall remain solely responsible for your regulatory compliance in connection with your use of the APIs.

g.   Oracle may audit your use of the APIs to ensure your use of the APIs is in compliance with these Terms. Any such audit shall not unreasonably interfere with your normal business operations. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information reasonably requested by Oracle. If the audit identifies non-compliance, you agree to remedy such non-compliance within 30 days of written notification of that noncompliance. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

h.   You agree that these Terms and the information which is incorporated into these Terms by written reference (including reference to information contained in a URL or referenced policy), is the complete agreement for the APIs and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such APIs. It is expressly agreed that no terms included in any non-Oracle document or portal shall apply to the APIs. If applicable, in the event of any inconsistencies between the terms of an order to these Terms and these Terms, the order shall take precedence.

i.   Oracle may make changes to these Terms from time to time and you are responsible for periodically checking these Terms for any changes. By continuing to access or use the APIs after those revisions become effective, you agree to be bound by the revised Terms. If you do not agree with the revised Terms, your sole and exclusive remedy shall be to terminate your use of the Oracle Health APIs (as provided in these Terms).

j.   The parties acknowledge and agree that this relationship is nonexclusive. Nothing in these Terms will impair Oracle's right to develop, use, acquire, license, market, promote or distribute products, software or technologies that perform the same or similar functions or contain the same or similar user interfaces or features as, or otherwise compete with, any Developed App, products, software or technologies that you may develop, produce, market, or distribute. You agree that any software, information, content or other materials provided to Oracle in connection with these Terms, the Oracle Health APIs or Oracle Health products or services ("Your Information") will be treated as non-confidential by Oracle and that no obligations of confidentiality or limitations on use (whether express or implied) apply to Oracle in connection with Your Information or any ideas, know-how or techniques obtained from reviewing or accessing Your Information. Oracle is free to use Your Information for any purpose. . Oracle shall have no obligation to pay any royalties to you for any resulting work from Oracle's use of Your Information.

16.   Definitions.

"**Oracle Health product**" means any Oracle (or its licensors) software, application, solution, service or any other technology with which a Developed App interoperates or exchanges data (including any new versions, upgrades, updates, enhancements, derivative works or other modifications thereto).

"**Developed App**" means a non-Oracle software application (including any new versions, upgrades, updates, enhancements, derivative works or other modifications thereto) developed by you which utilizes the Oracle Health APIs to interoperate or exchange data with an applicable Oracle Health Products.

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