Curana Interoperability APIs Terms of Service

SCOPE

By accessing or using Curana Health, Inc. Interoperability APIs and other developer services, you are agreeing to the terms below, as well as any relevant sections of the [CuranaHealth Notice of Privacy](#) (collectively, the "Terms").

DATA RIGHTS AND USAGE

Accounts/Registration

If you are using Curana Interoperability APIs on behalf of an entity, you represent and warrant that you have authority to bind that entity to the Terms and by accepting the Terms, you are doing so on behalf of that entity. All references to "you" in the Terms refer to you and that entity.

In order to access Curana Interoperability APIs you will be required to provide certain information (such as identification or contact details) as part of the registration process for Interoperability APIs, or as part of your continued use of Curana Interoperability APIs. Any registration information given must be accurate and up to date and you must inform CuranaHealth promptly of any updates so that you can be informed of any changes to Curana Interoperability APIs or the Terms, which may impact your usage of Curana Interoperability APIs.

Developer credentials (such as passwords, keys, tokens, and client IDs) issued to you - are intended to be used only by you and to identify any software which you are using with Curana Interoperability APIs. You agree to keep your developer credentials confidential and make reasonable efforts to prevent and discourage other persons or entities from accessing or using your developer credentials. Developer credentials may not be embedded in open source projects.

You may only access (or attempt to access) Curana Interoperability APIs by the means described in the documentation of those APIs. If you are assigned developer credentials, you must use them with the applicable APIs. Your developer credentials may be revoked for inappropriate use as determined by CuranaHealth.

If you are granted production application credentials for Curana Interoperability APIs, you may only use those credentials with the application that passed the production access review process. Your production application credentials may be revoked if you use or attempt to use them with another application or product that has not been reviewed and approved by CuranaHealth.

Activities and Purposes

You may use Curana Interoperability APIs to develop a service to search, display, analyze, retrieve, view and otherwise obtain certain information or data about beneficiaries from CuranaHealth client Medicare Advantage Organizations, specifically, Medicare Part C and D claims and encounter data.

Privacy

Information or data about Medicare beneficiaries available from Curana Interoperability APIs is subject to the Privacy Act of 1974, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and other laws, and requires special safeguarding. You must comply with all applicable federal and state laws regarding the protection and disclosure of information obtained through Curana Interoperability APIs.

You further acknowledge that when records regarding an individual are obtained through Curana Interoperability APIs, you may not disclose, share, or sell any information or data regarding the individual to any other individuals or third parties without specific, explicit consent from the individual or his or her authorized representative. The terms "individual" and "record" have the meanings given in the Privacy Act at 5 U.S.C. § 552a(a).

Attribution

When using content, data, documentation, code, and related materials associated with Curana Interoperability APIs in your own work, we require that proper credit be given. All services that utilize or access Curana Interoperability APIs or content, data, documentation, code, and related materials associated with Curana Interoperability APIs must display the following notice prominently within the application:

"This product uses Curana Interoperability APIs but is not endorsed or certified by CuranaHealth, Inc."

You may use Curana Health's name or logo in order to identify the source of Curana Interoperability APIs content subject to these Terms. When using CuranaHealth logo

for this purpose, the logo should be used and displayed in its entirety, without variation in design or color, and without other elements superimposed on it.

You may not use Curana Health's name, logo, or the like to imply endorsement of any product, service, or entity, not-for-profit, commercial or otherwise. Except where expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party's content, data, documentation, code, and related materials associated with Curana Interoperability APIs. You may only use Curana Health's name, logo or the like in strict compliance with these Terms. You understand and agree that CuranaHealth has the sole discretion to determine whether your attribution(s) and use of Curana Interoperability APIs content, data, documentation, code, and related materials are in accordance with the Terms.

SERVICE MANAGEMENT

Right to Limit

Your use of Curana Interoperability APIs will be subject to certain limitations on access, calls, or use as set forth within these Terms or otherwise provided by CuranaHealth. These limitations are designed to manage the load on the system, promote equitable access, and prevent abuse, and these limitations may be adjusted without notice, as deemed necessary by CuranaHealth. If CuranaHealth reasonably believes that you have attempted to exceed or circumvent these limits, your ability to use Curana Interoperability APIs may be temporarily or permanently blocked. CuranaHealth may monitor your use of Curana Interoperability APIs to, for example, improve the service or to ensure compliance with these Terms.

Service Termination

If you wish to terminate your agreement with these Terms, you may do so by refraining from further use of Curana Interoperability APIs. CuranaHealth reserves the right (though not the obligation) to: (1) refuse to provide Curana Interoperability APIs to you, if CuranaHealth determines that use violates any CuranaHealth policy, including these Terms; or (2) terminate or deny you access to and use of all or part of Curana Interoperability APIs at any time for any other reason which in its sole discretion it deems necessary in order to prevent abuse. You may petition CuranaHealth to regain access to Curana Interoperability APIs through the support email address provided by Curana Health for Curana Interoperability APIs. If CuranaHealth determines in its sole discretion that the circumstances which led to the refusal to provide Curana Interoperability APIs or terminate access to Curana Interoperability APIs no longer exist, then CuranaHealth may restore your access. All provisions of these Terms, shall

survive termination, including, without limitation, warranty disclaimers, and limitations of liability.

LIABILITY

Disclaimer of Warranties

The Curana Interoperability APIs platform is provided "as is" and on an "as-available" basis. While we will do our best to ensure the service is available and functional at all times, CuranaHealth hereby disclaims all warranties of any kind, express or implied, including without limitation the warranties of merchantability, fitness for a particular purpose, and non- infringement. CuranaHealth makes no warranty that data will be error free or that access thereto will be continuous or uninterrupted.

Limitations on Liability

In no event will CuranaHealth be liable with respect to any subject matter of this Agreement under any contract, negligence, strict liability or other legal or equitable theory for: (1) any special, incidental, or consequential damages; (2) the cost of procurement of substitute products or services; or (3) for interruption of use or loss or corruption of data.

Disputes, Choice of Law, Venue, and Conflicts

Any disputes arising out of this Agreement and access to or use of Curana Interoperability APIs shall be governed by the laws and common law of the United States of America, including without limitation such regulations as may be promulgated from time to time by CuranaHealth and its client Medicare Advantage Organizations, without regard to any conflict of laws statutes or rules. You further agree and consent to the jurisdiction of the Federal Courts and waive any claim of lack of jurisdiction or forum non conveniens. Some Curana Interoperability APIs may have API-specific terms of use. If there is a conflict between these Terms and additional terms applicable to a specific API, the terms applicable to the specific API will control.

Indemnification

You agree to indemnify and hold harmless CuranaHealth, its contractors, employees, agents, and its client Medicare Advantage Organizations, and the like, from and against any and all claims and expenses, including attorney's fees, arising out of your use of Curana Interoperability APIs, including but not limited to violation of these Terms.

No Waiver of Rights

Curana Health's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision.

Framework

You agree to use Curana Interoperability APIs in a manner consistent with the following framework unless otherwise provided by applicable law or as specified above:

- Transparency: The existence of record-keeping systems and databanks containing data about beneficiaries should be publicly known, along with a description of the main purposes and uses of the data.

- Consent: There should be limits to the collection of personal data and it should be collected by lawful and fair means, and that data should be collected, where appropriate, with the knowledge or consent of the data subject. Personal data must not be communicated externally without the consent of the beneficiary or as otherwise permitted by applicable law.

- Use and Disclosure: There must be limits to the internal uses of personal data and that the data should be used only for the purposes specified at the time of collection. Personal data must not be communicated externally without the consent of the beneficiary or as otherwise permitted by applicable law.

- Individual Access: Each beneficiary should have a right to see any data about him or herself and to annotate any data that is not timely, accurate, relevant, or complete where the application has the ability to do so.

- Security: Personal data should be protected by reasonable security safeguards against such risks as loss, unauthorized access, destruction, use, modification, or disclosure.

- Data Quality: Personal data should be relevant to the purposes for which they are to be used, and should be accurate, complete, and timely.

- Accountability: Record keepers should be accountable for complying with fair information practices.

RESOURCES

For more context on these terms of service and information around these requirements, we've created a [Third-Party Application Owner User Guide](#) for your use.

SUPPORT

General Support

Questions or support about new registrations, determinations, API access, and data will be handled within 4 business days of the request. Resolution time for requests that require a determination, correction, or change may take longer.

Support hours are available Monday through Friday from 9:00 am to 4:00 pm Eastern time. Support is not provided on holidays or weekends.

Support email address: cmsapi@curanahealth.com

Support phone number: 804-480-1140

System Availability and Monitoring

CuranaHealth regularly monitors system operations and responsiveness. The system is expected to be operational from 6:00 am – 11:00 pm Eastern time, 7 days a week and 365 days a year, unless special maintenance work is planned and scheduled in advance that would disrupt operating hours.

CuranaHealth will impose certain usage limitations as stipulated in Service Management – Right to Limit.