

# HEAL-Link API LICENSE AGREEMENT

**By accepting this Agreement, either by accessing or using the API, or authorizing or permitting any individual to access or use the API, you agree to be bound by this Agreement.** If you are entering into this Agreement on behalf of a company, organization or other legal entity (an “Entity”), you represent that you have the authority to bind such entity to this Agreement. In that case, the terms “you” or “your” shall also refer to such entity. If you do not have such authority, or if you do not agree with this Agreement, you may not access nor use the API. You acknowledge that this Agreement is a contract between you and HEAL-Link, even though it is electronic and is not physically signed by you and HEAL-Link, and it governs your use of the API.

## 1. DEFINITIONS

**API:** means an API and any accompanying or related documentation, source code, executable applications and other materials made available by HEAL-Link.

**Applications:** mean web or other software services or applications developed by Licensee that utilize or interact with the API and are authorized to be Published pursuant to this Agreement.

**App Market:** means any marketplace or other aggregator or public repository of code or applications.

**Intellectual Property Rights:** means patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

**Internal Use:** means the use of the API in connection with Licensee’s subscription to a Service for Licensee’s internal business purposes in accordance with the Service Agreement.

**Marks:** mean HEAL-Link® and HEAL-Link’s other product and service names, trademarks, service marks, branding and logos made available for use in connection with the APIs pursuant to this Agreement.

**Privacy Policy:** means the Privacy Policy found here (in Greek).

**Publish/Published/Publishing:** means the making of any Application available to any Subscriber other than Licensee or for any purpose other than for use by Licensee as a Subscriber for Internal Use.

**Subscriber:** means and refers to an Entity that is a member of HEAL-Link.

**Services:** The services offered by HEAL-Link API.

## 2. PURPOSE AND LICENSE

**2.1.** This Agreement governs Licensee's rights to use and access the API for the purpose of implementing and Publishing Applications available only to **Subscribers** and only after the Subscriber's request to use the HEAL-Link API for Licensee's Publishing Applications. Licensee's access to and use of the API for Internal Use is governed by the Service Agreement, including any and all restrictions and policies implemented by HEAL-Link from time to time with respect to the API as set forth in the Documentation, this Agreement or as otherwise communicated to Licensee ("General API Policies").

**2.2.** Subject to this Agreement, including the restrictions set forth in Section 3, HEAL-Link grants to Licensee a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term (as defined in Section 13) to: (a) use and make calls to the API to implement and distribute Applications solely for use by Subscribers in connection with the Services; and (b) use, reproduce, distribute, and transmit Service Data to the extent necessary to format and display it through the Applications.

## 3. RESTRICTIONS AND RESPONSIBILITIES

**3.1.** Licensee must comply with all restrictions set forth in this Agreement, and the General API Guidelines in all uses of the API and Service Data. Licensee must also comply with all restrictions set forth in this Agreement. If HEAL-Link believes, in its sole discretion, that Licensee has violated or attempted to violate any term, condition or the spirit of this Agreement, the license afforded Licensee pursuant to this Agreement may be temporarily or permanently revoked, with or without notice to Licensee.

**3.2.** In order to use and access the API, Licensee must obtain API credentials (a "Token"): (a) by HEAL-Link if Licensee has a License Agreement with HEAL-Link; or (b) by the Subscriber, who should receive it from HEAL-Link, if Licensee has individual agreement with that Subscriber. Licensee may not share its Token with any third party, shall keep such Token and all Login information secure, and shall use the Token as Licensee's sole means of accessing the API.

**3.3.** Licensee's Applications shall not substantially replicate products or services offered by HEAL-Link, including, without limitation, functions or clients on platforms (such as iOS or Android) where HEAL-Link offers its own client or function. Subject to the preceding sentence and the parties' other rights and obligations under this Agreement, each party agrees that the other party may develop and publish applications that are similar to or otherwise compete with such party's applications. Applications may not use or access the API or a Service in order to monitor the availability, performance, or functionality of any of the API or a Service or for any similar benchmarking purposes.

**3.4.** Applications shall not, in any manner, display any form of advertising within or connected to any Service Data received by any Subscriber, Agent or End-User.

**3.5.** Licensee is not permitted to Publish any Applications that use the API or any Service Data on any App Market.

**3.6.** Licensee shall not, under any circumstances, use the HEAL-Link API and the Services as a promotional material, to a Subscriber that is a prospective/potential customer. Licensee also shall use, through Applications or otherwise, explicit and individual credentials for each Subscriber. Services based on HEAL-Link API shall be made available to a Subscriber and only after a corresponding request. Services based on HEAL-Link API shall not be made available to any other affiliate of the Licensee.

**3.7.** Licensee shall not, under any circumstances, through Applications or otherwise, repackage or resell the Services, or any part thereof, API or Service Data. Licensee is not permitted to use the API or any Service Data in any manner that does or could potentially undermine the security of the Services, the API, Service Data or any other data or information stored or transmitted using the Services. In addition, Licensee shall not, and shall not attempt to: (a) interfere with, modify or disable any features, functionality or security controls of the Services or the API, (b) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any protection mechanisms for the Service or the API, or (c) reverse engineer, decompile, disassemble or derive source code, underlying ideas, algorithms, structure or organizational form from the Services or the API.

**3.8.** Licensee will respect and comply with the technical and policy-implemented limitations of the API and the restrictions of this Agreement in designing and implementing Applications. Without limiting the foregoing, Licensee shall not violate any explicit rate limitations on calling or otherwise utilizing the API.

**3.9.** Licensee shall not make any modifications to any Service Data, other than as reasonably necessary to modify the formatting of such Service Data in order to display it in a manner appropriate for the pertinent Applications.

## **4. REPRESENTATIONS, WARRANTIES AND COVENANTS**

**4.1.** To the extent Licensee's Applications transmit Service Data outside a Service, Licensee represents and warrants that Licensee has notified all users of such Applications that their Service Data will be transmitted outside the Service and that HEAL-Link is not responsible for the privacy, security or integrity of such Service Data. Licensee further represents and warrants that to the extent Licensee's Applications store, process or transmit Service Data, neither Licensee nor Licensee's Application will, without appropriate prior user consent or except to the extent required by applicable law (a) modify the content of Service Data in a manner that adversely affects the integrity of Service Data; (b) disclose

Service Data to any third party; or (c) use Service Data for any purpose other than providing the Application functionality to users of such Application. Licensee shall maintain and handle all Service Data in accordance with privacy and security measures reasonably adequate to preserve the confidentiality and security of all Service Data and all applicable privacy laws and regulations.

**4.2.** Licensee represents, warrants and covenants that (a) its Applications and Licensee Marks, the use of such Applications by its users, and the activities with respect to such Applications and Licensee Marks undertaken by HEAL-Link in accordance with the terms of this Agreement, do not and will not violate, misappropriate or infringe upon the Intellectual Property Rights of any third party; (b) Licensee will comply with all applicable local, state, national and international laws and regulations, including, without limitation, all applicable export control laws, and maintain all licenses, permits and other permissions necessary to develop, implement and Publish its Applications; (c) its Applications do not and will not contain or introduce any Malicious Software into the Service, the API, any Service Data, or other data stored or transmitted using the Service; (d) its Applications are not designed to or utilized for the purpose of spamming any Subscribers, Agents or End-Users;

**4.3.** Licensee represents, warrants and covenants that it will include the mandatory terms of service provisions listed in Section 4.4 below (“Mandatory Service Terms”) in the terms of service (“App Terms of Service”) that govern use of its Apps by Subscribers. Such Mandatory Service Terms are a minimum set of provisions and Licensee may have more exhaustive App Terms of Service. Licensee may change the term references to match the terms used in its App Terms of Service.

**4.4. Mandatory Service Terms:**

(i) The Licensee is the licensor of the Application and HEAL-Link is not a party to the App Terms of Service.

(ii) Except as otherwise limited by any App Terms of Service imposed or required by the Licensee, Licensee grants Subscriber a perpetual, worldwide, non-exclusive, non-transferable and non-sublicensable license to access, deploy, use and integrate the Application in connection with Subscriber’s active Account for a Service.

(iii) Any information that Licensee collects, stores and processes from Subscriber or the systems Subscriber uses to access or deploy the Application, including Service Data, will be subject to the App Terms of Service, privacy notice, or similar terms that the Licensor provides to Subscriber, and will not be subject to the Privacy Policy.

(iv) Subscriber may not modify, reverse engineer, decompile or disassemble the Application in whole or in part, or create any derivative works from or sublicense any rights in the Application, unless otherwise expressly authorized in writing by Licensor.

## 5. UPDATES & MODIFICATIONS

**5.1. To the HEAL-Link API.** HEAL-Link may, at its sole discretion, update or modify the HEAL-Link API; however, the Licensee understands and acknowledges that this License Agreement does not create any obligation on the part of HEAL-Link to update or modify the HEAL-Link API or to provide the Licensee with any support or maintenance of the HEAL-Link API. The Licensee further understands that updates or modifications to the HEAL-Link API may: (a) remove or restrict previously existing functionality and/or (b) require the Licensee to update or modify its Interfacing Software.

**5.2. To this License Agreement.** HEAL-Link may, at its sole discretion, make changes to this License Agreement. In the event of any such changes, the Licensee will be responsible for reviewing the modified License Agreement, which will be effective upon first posting by HEAL-Link to <http://www.heal-link.gr> or upon notification to the Licensee. Use of the HEAL-Link API by the Licensee following any such notification constitutes the Licensee's acceptance of the License Agreement as modified. HEAL-Link shall have no liability of any kind to Licensee or any user of Licensee's Applications with respect to such Modifications or any adverse effects resulting from such Modifications.

## 6. OWNERSHIP

Subject to the limited licenses expressly provided in this Agreement, nothing in this Agreement transfers or assigns to HEAL-Link any of Licensee's Intellectual Property Rights in its Applications or Licensee's Marks or other technology, and nothing in this Agreement transfers or assigns to Licensee any of HEAL-Link's Intellectual Property Rights in the Services, the API, the Marks, or HEAL-Link other technology or the respective Intellectual Property Rights in any Service Data of HEAL-Link or its Subscribers, Agents or End-Users.

## 7. SUPPORT

This Agreement does not entitle Licensee to any support for the Services or the API, unless Licensee makes separate arrangements with HEAL-Link for such support. Licensee is solely responsible for providing all support and technical assistance to End-Users of its Applications and Subscribers who access, deploy and/or purchase its Applications. Licensee acknowledges and agrees that HEAL-Link has no obligation to provide support or technical assistance to the users of Applications and Licensee shall not represent to any such users that HEAL-Link is available to provide such support. Licensee agrees to use commercially reasonable efforts to provide reasonable support to users of its Applications.

## **8. CONFIDENTIALITY**

Licensee may from time to time, gain access to Confidential Information. Licensee may use Confidential Information only to the extent necessary to exercise its rights under this Agreement. Subject to the express permissions set forth herein, Licensee may not disclose Confidential Information to a third party without the prior express consent of HEAL-Link, provided in writing or by email. Without limiting any other obligation of Licensee under this Agreement, Licensee agrees that it will protect Confidential Information from unauthorized use, access, or disclosure in the same manner that Licensee would use to protect its own confidential and proprietary information of a similar nature and in any event with no less than a reasonable degree of care.

## **9. DISCLAIMER OF WARRANTIES**

HEAL-link API is provided “as is” and “as available” without warranty of any kind, either express or implied, including without limitation any warranties of merchantability, accuracy, fitness for a particular purpose, title or non-infringement, and HEAL-link expressly disclaims all warranties and conditions of any kind, express or implied, to the extent allowed by applicable law. The licensee’s use of the HEAL-link API is at the licensee’s sole discretion and risk, and the licensee is solely responsible for any damage to any system or device that may arise from such use. HEAL-link makes no warranty or guarantee that the licensee’s use will be uninterrupted, timely or error-free, or that any errors in the HEAL-link API will be corrected.

## **10. LIMITATION OF LIABILITY**

In no event and under no legal theory—whether in tort (including negligence), contract, warranty, products liability or otherwise—will HEAL-link or any of its affiliates be liable for any damages, including any direct, indirect, incidental, special, consequential or exemplary damages arising out of or related to this license agreement, the use of the HEAL-link API or any inability to use the HEAL-link API (including without limitation loss of goodwill, business interruption, lost profits or data, failure or malfunction of any computer or electronic system, or any other commercial damages or losses), even if HEAL-link or any of its affiliates has been advised of the possibility of such damages. The foregoing limitations shall apply even if any remedy granted herein fails its essential purpose.

## **11. INDEMNIFICATION**

Licensee will indemnify and hold HEAL-Link harmless against any claim brought by a third party against HEAL-Link arising from or related to any breach of an obligation, representation, warranty, covenant or other provision of this Agreement by Licensee or any matter which Licensee has expressly agreed to be responsible pursuant to this Agreement.

## **12. TERM AND TERMINATION**

**12.1.** This License Agreement is effective upon the Licensee's first use of the HEAL-Link API and shall continue in effect until terminated as set forth herein. HEAL-Link may terminate this License Agreement at any time, at its sole discretion, for any reason, with or without notice.

**12.2.** Automatic termination. This License Agreement and all rights granted to the Licensee hereunder will immediately and automatically terminate if: (a) the Licensee violates any provisions of this License Agreement; (b) the Licensee engages in any action that disparages HEAL-Link or any of its Affiliates, or otherwise devalues the name, logos, trademarks, goodwill or reputation of HEAL-Link or any of its Affiliates.

## **13. SEVERABILITY**

If any provision of this License Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be removed from this License Agreement and the remaining provisions will remain in full force and effect. If any provision of this License Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be removed from this License Agreement and the remaining provisions will remain in full force and effect.

## **14. GOVERNING LAW**

This Agreement shall be governed by the laws of Greece, without reference to conflict of laws principles. Any disputes under this Agreement shall be resolved in a court of general jurisdiction in Greece.