

# Epic USCDI on FHIR Agreement

Last revised: July 29, 2019

## 1 Purpose

The purpose of Epic USCDI on FHIR is to provide access to and use of certain APIs (as defined below), as well as services that are intended to enhance Your ability to use the APIs so You can more efficiently develop, test, and support interoperable software. Epic does not expect or want to receive any of Your confidential information under this Agreement, and Epic makes no claims to anything You may develop using the Epic Support Materials (as defined below).

Once you accept these terms and conditions set forth in this Epic USCDI on FHIR Agreement (this “Agreement”), You will be able to use the APIs to interface Your Product with Epic Software and will have access to the following value-added services:

- (a) Documentation and tutorials to aid Your use of the APIs;
- (b) A current version sandbox to aid Your testing of Your Product’s ability to interface with Customers’ Epic Software using the APIs; and
- (c) Registration of Your Product, provisioning of client IDs to Your registered Product, the ability to mark Your registered Product ready for production use, and the delivery of client IDs for Your production-ready Product to Customers upon their request.

You may use certain FHIR standard specifications publicly available at [open.epic.com](http://open.epic.com) without agreeing to these terms.

## 2 License to and Use of the APIs and Epic Support Materials

### A. License.

- (a) Epic grants you a license to use the APIs to interface Your Product with Epic Software.
- (b) Epic grants you a license to copy, reproduce, and otherwise use Epic Support Materials only for the Purpose.

### B. Limitations.

- (a) You are responsible for Your use of the APIs and Epic Support Materials.
- (b) You will not create any Product that interferes with the safety, security, or functionality of any Epic Software.
- (c) Some API specifications and Epic Support Materials may be pre-release versions that are not intended for use in production and may include features and functionality that aren’t yet available to the Epic Community. Use of pre-release API specifications or Epic Support Materials is entirely at Your own risk.

C. **Ownership.** You own Your Product. Epic owns the Epic Support Materials, and all updates and modifications to the Epic Support Materials. Nothing in this Agreement precludes either party from developing, marketing, or distributing products or technologies that are similar to the other party’s products.

## 3 Registration of Your Product

By registering and marking Your Product ready for production use through the Epic USCDI on FHIR website, You are representing and warranting that Your Product is compliant with all applicable laws and regulations, has been thoroughly tested, and is ready for use by Customers.

## 4 Confidentiality

You agree not to disclose Epic Support Materials except as needed to achieve the Purpose and not to distribute Epic Support Materials outside of Your organization. Epic does not wish to receive from You, and You agree not to provide to Epic, any of Your confidential information.

## 5 Term and Termination

The term of this Agreement is one (1) year, after which it will automatically renew for successive one (1) year terms.

Upon each renewal of this Agreement, the then-current terms published on the Epic USCDI on FHIR website will automatically apply to You.

Either party may terminate this Agreement for its convenience upon thirty (30) days’ written notice to the other party. Epic may terminate this Agreement immediately in the event of Your breach.

Upon termination, You and Your Products may continue to use the APIs with Customers that obtained Your Product prior to the effective date of termination and these terms will continue to apply to any such ongoing use.

## 6 Indemnification

You agree to defend, indemnify, and hold harmless Indemnitees from any Claim brought against an Indemnitee by a third party (including a Customer), arising out of or related to Your Product or Your use of the APIs or Epic Support Materials.

You agree not to settle any Claim brought against an Indemnitee without such Indemnitee’s prior written consent.

## 7 Press Releases

You may make factual statements about Your use of Epic USCDI on FHIR in press releases and public statements, such as Your Product “interfaces with the Epic electronic health record using FHIR APIs.” You agree to obtain Epic’s written permission before making any other use of the Epic name or trademarks, or any use of any Epic logo.

## 8 DISCLAIMERS

The APIs and Epic Support Materials may include inaccuracies and errors. Epic provides You the APIs and Epic Support Materials for Your convenience and provides them to You AS-IS WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND. ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, ARE HEREBY DISCLAIMED, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE, AND ANY IMPLIED WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE APIS, EPIC SUPPORT MATERIALS, OR EPIC USCDI ON FHIR OR AGAINST INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTIES THAT THE APIS OR EPIC SUPPORT MATERIALS ARE ERROR-FREE.

You are solely responsible for Your Product, including all defects, and You will be solely responsible for all documentation, training, maintenance, Customer and end user support, and warranties relating

to Your Product. Epic hereby disclaims all liability as to the accuracy or completeness of Your Product.

## 9 Limitation of Liability

IN NO EVENT WILL EPIC BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, ENHANCED, CONSEQUENTIAL, OR INDIRECT DAMAGES; FOR ANY LOSS OF BUSINESS, PROFIT, REVENUE, ANTICIPATED PROFIT, ANTICIPATED SAVINGS, GOODWILL, REPUTATION, OR DATA, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, WHETHER OR NOT EPIC HAD BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGE. UNDER NO CIRCUMSTANCES WILL EPIC BE LIABLE IN EXCESS OF ONE HUNDRED DOLLARS (\$100.00).

## 10 Miscellaneous

A. The definitions in Appendix A apply to this Agreement.

B. This Agreement will be governed by and construed in accordance with the laws of Wisconsin, without reference to its conflicts of laws principles.

C. EACH OF THE PARTIES HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

D. Either party's failure to enforce any provision of this Agreement will not be construed as a waiver of such provision or prevent the party from subsequently enforcing such provision.

E. This Agreement, including all appendices, is the entire agreement between You and Epic with regard to its subject matter; it supersedes all prior or contemporaneous representations, understandings, or agreements.

F. Notice required under this Agreement will be in writing, delivered by reputable overnight courier, U.S. mail via registered, certified or overnight delivery and return receipt requested, or personal delivery.

G. Sections 2C, 4, 5, 6, 8, 9, and 10, will survive termination of this Agreement.

THE LICENSE PROVIDED TO YOU UNDER THIS AGREEMENT IS EXPRESSLY CONDITIONED UPON YOUR ACCEPTANCE OF AND COMPLIANCE WITH ALL OF THE TERMS AND CONDITIONS SET FORTH HEREIN. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT OR DO NOT WISH TO COMPLY WITH ANY TERM OR CONDITION OF THIS AGREEMENT, DO \*NOT\* CLICK 'I ACCEPT' BELOW.

BY CLICKING 'I ACCEPT' BELOW, YOU INDICATE YOUR ACCEPTANCE OF ALL TERMS SET FORTH IN THIS AGREEMENT.

## Appendix A

### Definitions

Whenever capitalized in this Agreement:

“API” means the application programming interfaces documented on the Epic USCDI on FHIR website, <https://uscdi.epic.com>.

“Claim” means all claims, demands, and actions, and all liabilities, damages, and expenses arising out of or relating thereto, including without limitation settlement costs and attorneys’ fees.

“Customer” means a member of the Epic Community which wishes to obtain Your Product or has obtained Your Product.

“Epic” means Epic Systems Corporation, a Wisconsin corporation with its principal place of business at 1979 Milky Way, Verona, WI 53593.

“Epic Community” means Epic’s customers.

“Epic Software” means any software licensed or otherwise provided by Epic to any member of the Epic Community.

“Epic USCDI on FHIR” means the website, the APIs, the Epic Support Materials, and any other value-added services that Epic may make available to You under the terms of this Agreement.

“FHIR” means Fast Healthcare Interoperability Resources, industry-standard application programming interfaces for healthcare published by Health Level Seven International.

“Indemnitees” means Epic, its Owned Entities, and all employees, officers, directors, and contractors of Epic and its Owned Entities.

“Owned Entity” or “Owned Entities” means an entity that (a) directly or indirectly owns or controls more than fifty percent of Epic, or (b) is more than fifty percent owned or controlled, directly or indirectly, by Epic or an entity described in clause (a).

“Product” means any component built by You or under Your control which uses or references the APIs or Epic Support Materials.

“Purpose” means the purpose described in Section 1 of this Agreement.

“USCDI” means U.S. Core Data for Interoperability.

“Epic Support Materials” means any information in any format that Epic provides to You under this Agreement, including via the Epic USCDI on FHIR website, including but not limited to documentation, tutorials, sandboxes, testing tools, forms, questionnaires, and client IDs.

“You” and “Your” means the legal entity that has accepted this Agreement and is using the APIs or Epic Support Materials or exercising any other right under this Agreement