WELLSKY CORPORATION
API LICENSE AGREEMENT

This API License Agreement (the "Agreement") is made by and between **WellSky Corporation** and its Affiliates, with offices at 11300 Switzer Road, Overland Park, Kansas 66210 ("WellSky") and Client (either as an individual or on behalf of an entity) ("Client"). Each of WellSky and Developer may be referred to herein individually as a "Party" and together as the "Parties."

The Parties have previously entered into a licensing agreement which permits Client to create, maintain, and receive Electronic Health Information ("EHI") and other data. The Department of Health and Human Services Office of the National Coordinator recently published the 21st Century Cures Act: Interoperability, Information Blocking, and the ONC Health IT Certification Program final rule ("ONC Rule"), which created new responsibilities for healthcare organizations to make EHI available to patients and third parties. In order to help Client fulfill its responsibilities under the ONC Rule, WellSky is revising the way in which it makes certain standards-based and WellSky-developed APIs available to expand Client's ability to access, exchange, and use EHI across Client's organization and with third parties. The WellSky Hospice and Palliative API is a subset of the interoperability technology WellSky provides, and other APIs are available through different licensing methods and programs. This API License Agreement applies only to the WellSky Hospice and Palliative API and does not apply to any other APIs or interoperability technology made available by WellSky. The Parties agree as follows:

1. **DEFINITIONS**. Capitalized terms used herein, but not defined, have the meaning set forth in <u>Exhibit A</u>.

2. **WELLSKY HOSPICE AND PALLIATIVE API LICENSE**.

2.1. <u>API License</u>. WellSky grants to Client a non-exclusive license to use the API across Client's enterprise (including with affiliated healthcare organizations that are permitted to access Client's WellSky Solution) and with API Users, and the right to sublicense use of the WellSky Hospice and Palliative API to API Users, in each case subject to this API Agreement and only in conjunction with Client's licensed use of WellSky Solution. This grant is non-transferable and includes the rights reasonably necessary for Client and API Users to access and use the WellSky Hospice and Palliative API with Client's WellSky Solution environments. This license enables Client and API Users to develop Products designed to interact with the WellSky Hospice and Palliative API. It also enables Client and API Users to market, offer, and distribute those Products; provided that any use of WellSky's name or logos must follow WellSky's applicable guidelines. This Agreement does not give Client ownership of any part of the WellSky Hospice and Palliative API, WellSky Solution, or the API Support Documentation.

2.2. <u>Changes to these Terms and the WellSky Hospice and Palliative API</u>. WellSky may change this Agreement from time to time in accordance with this Section 2.2, and unless WellSky specifies otherwise, changes will be effective upon the date indicated in the updated terms posted on https://mediwareinc.github.io/consolo.interop-api-docs/. WellSky will inform Client of any material changes to Client's obligations under this API Agreement at least 90 days in advance of the effective date of such changes. However, modifications to this API Agreement to reflect changes to the law or regulatory guidance will become effective immediately. Client's continued use of the WellSky Hospice and Palliative API after changes to this API Agreement become effective means that Client has accepted the changes. WellSky also may modify, suspend, or terminate its provision and support of the WellSky Hospice and Palliative API from time to time, with or without notice and in its sole discretion, subject to the remainder of this section. Except as exigent circumstances require, WelSky will provide Client advance notice of any material changes to the USCDI v1 FHIR APIs or related terms of this API Agreement to give Client a reasonable opportunity to work with API Users to preserve compatibility with the USCDI v1 FHIR APIs and comply with such updated terms. Epic will make reasonable efforts to avoid disrupting Client's use of the USCDI v1 FHIR APIs.

3. **SUPPORT**. As long as Client is a WellSky Client and paying subscription fees in

accordance with the underlying agreement, WellSky will maintain and support Client's use of the WellSky Hospice and Palliative API as reasonably necessary to enable the effective development, deployment, and use of the WellSky Hospice and Palliative API with the WellSky Solution. WellSky's support of the WellSky Hospice and Palliative API will include: (1) consultation and assistance, including reasonable cooperation with Client and API Users, to help Client enable use of the WellSky Hospice and Palliative API with the WellSky Solution, (2) Upgrades, and (3) reasonable workarounds when necessary to help address API Errors. WellSky may have access to and may receive Protected Health Information (as defined in HIPAA) from Client in connection with its provision of support services for the WellSky Hospice and Palliative API. Any access to Protected Health Information pursuant to WellSky's performance of services under this Agreement will be governed by the HIPAA business associate agreement in place between Client and WellSky, but the liability between the parties related to such access will be governed solely by this API Agreement. WellSky's support under this Section 3 does not include troubleshooting or correcting issues with Products, or issues that may be caused by Products connecting to Client's WellSky Solution through the WellSky Hospice and Palliative API, including: data corruption or other data-related errors; security vulnerabilities; privacy breaches; user or system performance degradation; or failure of Products and WellSky Solution to function with one another as intended.

4. **CLIENT RESPONSIBILITIES AND API USER REQUIREMENTS**. As a licensee of the WellSky Hospice and Palliative API, Client has the responsibilities described in Section 4.1 below, and if Client sublicense the WellSky Hospice and Palliative API to any API Users pursuant to a written agreement, Client will require such API Users to agree to the requirements described in Section 4.2 below.

Pursuant to the ONC Rule and requirements under the Centers for Medicare & Medicaid Services Promoting Interoperability Program for patient electronic access, Products chosen by Client's patients should be able to access EHI through APIs. The responsibilities outlined in subsections (a) through (l) of Section 4.1 do not apply when Client uses the WellSky Hospice and Palliative API to respond to requests to access, exchange, and use EHI that originate from Products chosen by Client's patients or API Users acting on behalf of Client's patients (pursuant to a valid authorization or consent).

4.1. <u>Responsibilities</u>. Client is solely responsible for all liabilities and consequences, including performance issues, fines assessed against Client by the government and loss of reimbursement, that arise from Client's, API Users', or Client's patients' use of or inability to use any Product. Among other things, this means Client are responsible for the following, all to the extent permitted by applicable law:

a. evaluating each API User and Product to assure Client of the accuracy, completeness, and appropriateness of any Products before Client enables such Product to interact with the WellSky Hospice and Palliative API and Client's WellSky Solution;

b. ensuring each API User appropriately registers its Product on https://mediwareinc.github.io/consolo.int erop-api-docs

c. testing and authorizing all Products that Client chooses to connect to Client's WellSky Solution using the WellSky Hospice and Palliative API across all of Client's intended use cases for such Products (including testing each Product in Client's non-production environments after Updates, or functionality or configurations changes to Client's Epic Software or the Products);

d. ensuring that interactions between the WellSky Hospice and Palliative API and their consequences in Client's WellSky Solution are tested

e. configuration decisions (including workflow modifications and the use and mapping of appropriate terminologies) Client makes to use the WellSky Hospice and Palliative API with Products;

f. confirming the accuracy and relevance of information made available to or from

Products through the WellSky Hospice and Palliative API;

g. ensuring API Users and Products meet Client's organization's security and privacy requirements, and appropriate audit trails are maintained in each Product;

h. establishing unavailability procedures that will permit Client to preserve Client's operations if an WellSky Hospice and Palliative API or Product becomes unavailable

i. ensuring all use of the WellSky Hospice and Palliative API is in accordance with the purposes for such WellSky Hospice and Palliative API described in the API Support Documentation;

j. maintaining appropriately current versions of Client's WellSky Solution, if applicable, including promptly applying updates to Client's WellSky Solution to address identified issues with the WellSky Hospice and Palliative API;

k. assessing, planning for, and mitigating potential impacts of planned or unplanned downtimes of Client's WellSky Solution on API Users and Products; and

l. evaluating, planning for, and mitigating any negative impact on the performance of Client's WellSky Solution due to Client's use of or integration with Products (including impacts that affect individuals or other entities' ability to use Client's WellSky Solution or might require Client to obtain additional hardware or software).

As between Client and WellSky, Client is responsible for the compliance of any Product (including Client's use of it) with applicable laws and regulations and for determining under what circumstances EHI may be exchanged with Products.

Client will be responsible for all of Client's own costs to use and sublicense use of the WellSky Hospice and Palliative API, including any costs from Client's hosting or infrastructure provider. Client is responsible for maintaining the appropriate software, hardware, and other technology needed for Client and API Users to use the WellSky

Hospice and Palliative API. WellSky may monitor Client's use of the WellSky Hospice and Palliative API to verify Client's compliance with this API Agreement, to develop or improve software and services, and to attempt to assess any potential quality, performance, and security impacts of Products on WellSky Solution.

4.2. API User Requirements. If Client elects to sublicense the WellSky Hospice and Palliative API to API Users pursuant to a written agreement with such API Users, Client will require each API User that is granted a sublicense to:

a. not materially interfere in any way with the operation of the WellSky Hospice and Palliative API, WellSky Solution, or any server, network, or system associated with the WellSky Hospice and Palliative API or WellSky Solution, including in ways that could create a risk of patient harm or disrupt Client's users' ability to use WellSky Solution;

b. not attempt to breach, defeat, bypass, remove, deactivate, or otherwise circumvent any firewall, encryption, security, authentication routines, or software protection mechanisms in the WellSky Hospice and Palliative API or WellSky Solution, including any such mechanism used to restrict or control the functionality of the WellSky Hospice and Palliative API; and

c. warrant that its Product, if applicable, does not contain and will not introduce any viruses or other harmful or malicious or insecure code, software, computer instructions, devices, or techniques that may threaten, infect, damage, disable, or shut down the WellSky Hospice and Palliative API or WellSky Solution, or any related software, hardware, or computer systems (e.g., no viruses, worms, Trojan horses, malware, etc.).

5. **DISCLAIMER**. The WellSky Hospice and Palliative API and API Support Documentation may include inaccuracies and errors. WellSky provides Client the WellSky Hospice and Palliative API and API Support Documentation for Client's convenience and provides them to Client AS-IS WITHOUT

ANY REPRESENTATION OR WARRANTY OF ANY KIND. ALL REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE DISCLAIMED, INCLUDING WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE, AND ANY IMPLIED WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE WELLSKY HOSPICE AND PALLIATIVE API, API SUPPORT MATERIALS, OR https://mediwareinc.github.io/consolo.interop-api-docs/ OR AGAINST INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTIES THAT THE WELLSKY HOSPICE AND PALLIATIVE API, API SUPPORT MATERIALS, OR DATA TRANSMITTED THROUGH THE WELLSKY HOSPICE AND PALLIATIVE API ARE ERROR-FREE. WellSky makes no representations or warranties as to, and disclaims any responsibility for, the accuracy, completeness, or compliance of any Product. For clarity, this Section 5 is not intended to disclaim or obviate WellSky's support commitments as set out in Section 3 of this Agreement.

6. **LIMITATION OF LIABILITY**. NEITHER WELLSKY NOR ITS LICENSORS WILL BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, PUNITIVE DAMAGES, OR LOST PROFITS, EVEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR THEY WERE OTHERWISE FORESEEABLE. THE TOTAL MAXIMUM LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS API AGREEMENT AND USE OF THE WELLSKY HOSPICE AND PALLIATIVE API BY YOU AND YOUR API USERS WILL NOT EXCEED THE GREATER OF (I) SEVEN THOUSAND DOLLARS ($7,000) OR (II) THE TOTAL AMOUNT OF API SUBSCRIPTION FEES PAID BY YOU TO EPIC PURSUANT TO THIS API AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE THE LAST SUCH CLAIM WAS FILED. THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT APPLY TO YOUR

INDEMNIFICATION OBLIGATIONS UNDER SECTION SEVEN OF THIS API AGREEMENT OR YOUR OBLIGATIONS TO WELLSKY FOR FEES PAYABLE IN ACCORDANCE WITH THIS AGREEMENT. FURTHERMORE, NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FEES PAID FOR THE WELLSKY HOSPICE AND PALLIATIVE API PURSUANT TO THIS AGREEMENT WILL NOT INCREASE EITHER PARTY'S TOTAL MAXIMUM LIABILITY TO THE OTHER PARTY UNDER ANY OTHER AGREEMENT YOU HAVE ENTERED INTO WITH WELLSKY.

7. **INDEMNIFICATION**. Access to the WellSky Hospice and Palliative API through Client's WellSky Solution will be under Client's control, and WellSky will have limited knowledge of the Products using the WellSky Hospice and Palliative API to interact with the WellSky Solution. Client is responsible for making Client's own determination as to the suitability of the API Support Documentation and the WellSky Hospice and Palliative API for Client's purposes prior to use. WellSky cannot and does not endorse, certify, or verify the functionality, integrity, safety, security, performance, or practices of the developers who use the WellSky Hospice and Palliative API or their software. Therefore, Client agrees that to the extent permitted by the law applicable to Client, Client will indemnify, defend, and hold harmless Indemnitees from and against any Claim brought by a third party arising out of or in any way related to (i) Client's use of or inability to use the WellSky Hospice and Palliative API, or (ii) a third party's use of or inability to use the WellSky Hospice and Palliative API on Client's behalf or for Client's benefit, or on behalf of Client's patients. Client will obtain WellSky's written consent before entering into any judgement or settlement that involves an Indemnitee.

The indemnification under this Section 7 will not apply to a Claim if, in WellSky's good faith determination, all of the following are true (the "Indemnification Exception"): (a) WellSky's sole negligence with respect to an API Error is the proximate and direct cause of the event giving rise to the Claim; (b) the event giving rise to the claim did not arose out of an act or omission of Client's or API Users' use of the WellSky Hospice and Palliative API; and (c)

no failure of Client to satisfy the responsibilities outlined in clauses (a)-(l) of Section 4.1. (subject to the second paragraph of Section 4) is a cause of the Claim. If WellSky has determined that the Indemnification Exception does not apply to a Claim, and a court makes a final determination that WellSky is liable for such Claim, then within a reasonable period of time following such decision by the court, Client may require WellSky to participate in a review by a mutually agreed qualified arbitrator of whether the Indemnification Exception should apply to such Claim. To be qualified, the arbitrator must have sufficient practical expertise in healthcare technology, as determined by WellSky.

7.1. <u>WellSky Indemnity</u>. In the event that a third-party Claim of infringement of a currently existing United States patent or copyright, or misappropriation of any trade secret is brought against Client based on Client's use of the WellSky Hospice and Palliative API as made available to Client pursuant to this API Agreement, Client will promptly notify WellSky in writing of the Claim. If such a Claim is brought, WellSky may, among other things, at its sole option and expense, and as Customer's sole and exclusive remedy: (i) modify, replace, or remove the API; (ii) procure the right for Client to continue to use the API that is the subject of the Claim; or (iii) require Client to procure the right to continue to use the API that is the subject of the Claim (to the extent Client would like to continue use of such API).

7.2. <u>Indemnification Procedures</u>. To be indemnified, the party seeking indemnification must: (a) give the other party timely written notice of such Third-Party Claim (unless the other party already has notice); provided, however, that failure to give such notice will not waive any rights of the indemnified party except to the extent that the rights of the indemnifying party are prejudiced thereby, and; (b) give the indemnifying party authority, information, and assistance for the Third-Party Claim's defense and settlement. The indemnifying party has the right, at its option, to defend the Third-Party Claim at its own expense and with its own counsel. The indemnified party has the right, at its option, to join in the defense and settlement of such Third-Party Claim and to employ counsel at its own expense, but the indemnifying party shall retain control of the defense. The indemnifying party has the right to settle the claim so long as the settlement does not require the indemnified party to pay any money or admit any fault without the indemnified party's prior written consent, which will not be unreasonably withheld, conditioned, or delayed.

8. **TERM AND TERMINATION OF LICENSE AND AGREEMENT**.

8.1. <u>Term</u>. This API Agreement is effective as of the date Client accept these terms. This API Agreement (including all licenses and sublicenses granted under its terms) will continue in effect until it is terminated in accordance with this Section 8.

8.2. <u>Termination</u>. Client may terminate this API Agreement for any reason at any time prior to by providing notice to WellSky in accordance with Section 10.6. below. In addition, either Party may terminate this Agreement and the licenses and/or right to access granted herein if the other Party materially breaches this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice of the same. The notice will be provided in accordance with Section 10.6, will state it is a notice of material breach of this Agreement, and will describe the breach in sufficient detail to permit the breaching Party to cure the breach. This Agreement will automatically terminate if Client is no longer a WellSky Client.

8.3. <u>Effect of Termination</u>. In the event of any termination of this Agreement, Client shall end all use of the WellSky Hospice and Palliative API, certify to WellSky that Client has ended use of such API, and permit WellSky to disable Client's access to the WellSky Hospice and Palliative API..

8.4. <u>Survival</u>. The following sections shall survive termination or expiration of this Agreement: Sections 2.2, 4.1, and 5 through 10.

9. **CONFIDENTIAL INFORMATION**. This Agreement does not provide Client a right to disclose WellSky Confidential Information to API Users. For clarity, API Support Documentation is not WellSky Confidential Information. Notwithstanding anything to the contrary (including in any other agreement Client has entered into with WellSky), as long

as WellSky remains subject to 45 CFR 170 as a developer of certified health IT, Client is permitted to make certain communications about WellSky's certified applications, in accordance with Section 4002 of the 21st Century Cures Act and 45 CFR 170.403 (the "Communications Rule"). Client recognizes that WellSky needs to protect its intellectual property from disclosure third parties to remain viable as a company. To help support this, Client will ensure that any communications involving WellSky Confidential Information is within the scope of the protected subject areas in the Communications Rule, and that each such communication uses the least amount of WellSky Confidential Information necessary to fulfill its purpose.

10. **GENERAL PROVISIONS**.

10.1. Force Majeure. Neither Party shall be liable for any loss, damages, or penalty (other than the obligation to pay money) resulting from any failure to perform due to causes beyond the reasonable control of such Party, including, but not limited to: supplier delay, acts of God, labor disputes, acts of terrorism, war, epidemic, unavailability of components, acts of governmental authorities or judicial action, compliance with laws, or material interruption in telecommunications or utility service. The delayed party shall perform its obligations within a reasonable time after the cause for the failure has been remedied, and the other party shall accept the delayed performance.

10.2. Injunctive Relief. Client acknowledges that any breach by Client of Section 9 of this Agreement shall cause WellSky irreparable harm not compensable with money damages, and that in the event of such breach, WellSky shall be entitled to seek injunctive relief, without bond, from any court of competent jurisdiction.

10.3. Assignment. Neither Party shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party and such consent shall not be unreasonably withheld. Notwithstanding the foregoing, WellSky may assign this Agreement to an affiliate or in connection with any merger, reorganization or sale of substantially all of WellSky's assets or other change of control transaction without any consent from Client.

10.4. Relationship of the Parties. WellSky is an independent contractor, and none of WellSky's employees or agents shall be deemed employees or agents of Client. Nothing in this Agreement is intended or shall be construed to create or establish any agency, partnership, or joint venture relationship between the Parties.

10.5. Notices. All notices, requests, demands or other communication required or permitted to be given by one Party to the other under this Agreement shall be sufficient if sent by certified mail, return receipt requested. The sender shall address all notices, requests, demands or other communication to the recipient's address as set forth on the first page of this Agreement, and in the case of WellSky, to the attention of President and General Counsel and in the case of Client, to the attention of the designated point of contact in the underlying agreement.

10.6. Severability. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby and the illegal provision shall be replaced with a legal provision that encapsulates the original intent of the Parties.

10.7. Entire Agreement; Amendment; Waiver. This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous agreement or understandings with respect to the subject matter of this Agreement. This Agreement shall be construed as if both Parties had equal say in its drafting, and thus shall not be construed against the drafter. This Agreement may be modified only by a written agreement signed by all of the Parties hereto. No waiver or consent granted for one matter or incident will be a waiver or consent for any different or subsequent matter or incident. Waivers and consents must be in writing and signed by an officer of the other Party to be effective.

10.8. Limitation on Actions. Neither party may bring any action arising out of or otherwise associated with this Agreement or the rights granted hereunder (other than failures to pay) more than two years after the cause of action accrues.

10.9. <u>Governing Law</u>. This Agreement will be governed by, construed, and interpreted in accordance with the laws of the State of Kansas, excluding its rules of conflicts of law. Both parties hereby consent and submit to the courts located solely in the state of Kansas.

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The license provided to Client under this Agreement is expressly conditioned upon Client's acceptance of and compliance with all the terms and conditions set forth herein. If Client does not accept this API Agreement, do *not* click 'I accept'.

By clicking 'I accept', Client warrants that the individual accepting this Agreement on Client's behalf has the power and authority to legally bind Client and Client accepts the entirety of this API Agreement.

EXHIBIT A

a. **"API"** means application programming interface.

b. **"API Error"** means a reproducible error or defect in a WellSky Hospice and Palliative API that results in its failure to operate in substantial and material conformity to descriptions of such operation in the applicable API Documentation.

c. **"API Support Documentation"** means any information in any format that WellSky provides to Client under this API Agreement through https://mediwareinc.github.io/consolo.interop-api-docs/, as may be updated from time to time, including but not limited to documentation, tutorials, sandboxes, testing tools, forms, questionnaires, and client IDs for app registration.

d. **"API User"** means a person or entity that creates or makes available Products.

e. **"Claim"** means all claims, demands, investigations, inquiries, and actions, and all liabilities, damages, fines, and expenses arising out of or relating thereto, including without limitation settlement costs and attorneys' fees.

f. **"Electronic Health Information"** or "EHI" has the meaning set out in Section 171.102 of the Office of the National Coordinator's 21st Century Cures Act: Interoperability, Information Blocking and the ONC Health IT Certification Program final rule.

g. **"HIPAA"** means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

h. **"HL7 FHIR"** means Fast Healthcare Interoperability Resources, industry-standard application programming interfaces for healthcare published by Health Level Seven International.

i. **"Indemnitees"** means WellSky, its Owned Entities, and all employees, officers, directors, and contractors of WellSky and its Owned Entities.

j. **"Internal and Noncommercial Use"** means a use of WellSky Hospice and Palliative APIs that meets the criteria set out in the policy statement available at https://galaxy.WellSky.com/InternalUsePolicyforAPIs.

k. **"ONC 2015 Edition Certification"** means the criteria in the Office of the National Coordinator's framework for the certification of health IT set out at 80 Federal Register 62601 – 62759 and 45 CFR Part 170.

l. **"Owned Entity"** means an entity that (a) directly or indirectly owns or controls more than fifty percent of WellSky, or (b) is more than fifty percent owned or controlled, directly or indirectly, by WellSky or an entity described in clause (a).

m. **"Product"** means any software, component, service or other offering, other than WellSky Solution, that uses or references the WellSky Hospice and Palliative APIs or API Support Documentation, and includes any offering developed by Client.

n. **"Solution Documentation"** means the most recent documentation of the functional operation of the WellSky Solution.

o. **"Upgrade"** means any error corrections, bug fixes, enhancements, and/or new features WellSky Hospice and Palliative API that WellSky generally makes available free of charge to its similarly situated clients under the WellSky Hospice and Palliative API licensing framework. Upgrades are limited to functionality described as included in an WellSky Hospice and Palliative API in its API Support Material(s).

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p.   **"WellSky Confidential Information"** means, except as provided below, all information concerning: the Solution Documentation, functionality, operation, use, source and object code, the design and architecture of the database, development, implementation, or maintenance of the WellSky Solution. "WellSky Confidential Information" excludes API Support Documentation, as well as information: (a) publicly available through no breach of this Agreement; (b) rightfully known by Client non-confidentially before WellSky first provides Client access to such information; (c) independently developed or previously known by Client without restriction; or (d) rightfully obtained by Client from a third-party not under an obligation of confidentiality.

q.   **"WellSky Client"** means a healthcare organization that is currently licensed to qualifying WellSky Solution pursuant to a license agreement with WellSky and participating in WellSky's maintenance program for such software.

r.   **"WellSky Hospice and Palliative APIs"** mean Version 5 of the Industry-Standard APIs and WellSky Public APIs listed on https://mediwareinc.github.io/consolo.interop-api-docs/.

s.   **"WellSky Solution"** means any software licensed or otherwise developed and provided by WellSky pursuant to a separate agreement.

t.   **"2015 Edition Cures Update"** means modifications to the ONC 2015 Edition Certification criteria made by the Office of the National Coordinator's 21st Century Cures Act: Interoperability, Information Blocking and the ONC Health IT Certification Program final rule at 45 CFR Parts 170 and 171.

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