



API Subscription Agreement

This open.epic API Subscription Agreement (the "**API Agreement**") is entered into by and between Epic Systems Corporation ("**Epic**") and the Epic Customer that has accepted this API Agreement ("**You**").

You license Epic Software that enables You to create, maintain, and receive Electronic Health Information 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 You fulfill Your responsibilities under the ONC Rule, Epic is streamlining the way in which it makes certain standards-based and Epic-developed APIs available to expand Your ability to access, exchange, and use EHI across Your organization and with third parties.

This API Agreement provides You with both: (1) a license to use the open.epic APIs across Your enterprise and with third parties (whether chosen by You or Your patients), and (2) a right to sublicense use of the open.epic APIs to third-party software developers and service providers, all subject to the terms below and in conjunction with Your licensed use of Epic Software. The open.epic APIs are a subset of the interoperability technology Epic provides, and other APIs are available through different licensing methods and programs, such as the App Orchard. This API Agreement applies only to the open.epic APIs and does not apply to any other APIs or interoperability technology made available by Epic.

In consideration of the mutual covenants set forth below, Epic and You agree as follows:

- 1. Definitions.** All capitalized terms used in this API Agreement will have the meanings assigned to them in this API Agreement (including in Appendix A).
- 2. License to Use and Sublicense the open.epic APIs.** For the term of this API Agreement (as described in Section 8), Epic grants You a non-exclusive license to use the open.epic APIs across Your enterprise and with API Users, and the right to sublicense use of the open.epic APIs to API Users, in each case subject to this API Agreement and only in conjunction with Your licensed use of Epic Software. This grant is non-transferable and includes the rights reasonably necessary for You and API Users to access and use the open.epic APIs with Your Epic Software environments. This license enables You and API Users to develop Products designed to interact with the open.epic APIs. It also enables You and API Users to market, offer, and distribute those Products; provided that any use of Epic's name or logos must follow Epic's Trademark Usage Guidelines for [Epic Customers](#) and [third parties](#). This API Agreement does not give You ownership of any part of the open.epic APIs or the API Support Materials.
- 3. Responsibilities and API User Requirements.** As a licensee of the open.epic APIs, You have the responsibilities described in Section 3.a. below, and if You sublicense the open.epic APIs to any API Users pursuant to a written agreement, You will require such API Users to agree to the requirements described in Section 3.b. 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 Your patients should be able to access EHI through APIs. The responsibilities outlined in clauses (i)-(xii) of Section 3.a. do not apply when You use the open.epic APIs to respond to requests to access, exchange, and use EHI that originate from Products chosen by Your patients or API Users acting on behalf of Your patients (pursuant to a valid authorization or consent).

- a. Responsibilities. You are solely responsible for all liabilities and consequences, including performance issues, fines assessed against You by the government and loss of reimbursement, that arise from Your, API Users', or Your patients' use of or inability to use any Product.** Among other things, this means You are responsible for the following, all to the extent permitted by applicable law:
- i. vetting each API User and Product to assure Yourself of the accuracy, completeness, and appropriateness of any Products before You enable such Product to interact with the open.epic APIs and Your Epic Software;
 - ii. ensuring each API User appropriately registers its Product on open.epic.com;
 - iii. testing and authorizing all Products that You choose to connect to Your Epic Software using the open.epic APIs across all of Your intended use cases for such Products (including testing each Product in Your non-production environments after Updates, or functionality or configurations changes to Your Epic Software or the Products);
 - iv. ensuring that interactions between the open.epic APIs and their consequences in Your Epic Software are tested (*i.e.*, are APIs being called in the right sequence and is the timing between API calls appropriate?);
 - v. configuration decisions (including workflow modifications and the use and mapping of appropriate terminologies) You make to use the open.epic APIs with Products;
 - vi. confirming the accuracy and relevance of information made available to or from Products through the open.epic APIs;
 - vii. ensuring API Users and Products meet Your organization's security and privacy requirements, and appropriate audit trails are maintained in each Product;
 - viii. establishing unavailability procedures that will permit You to preserve Your operations if an open.epic API or Product becomes unavailable;
 - ix. ensuring all use of the open.epic APIs is in accordance with the purposes for such open.epic APIs described in the API Support Materials;
 - x. maintaining appropriately current versions of Your Epic Software, including promptly applying updates to Your Epic Software to address identified issues with open.epic APIs;
 - xi. assessing, planning for, and mitigating potential impacts of planned or unplanned downtimes of Your Epic Software on API Users and Products; and
 - xii. evaluating, planning for, and mitigating any negative impact on the performance of Your Epic Software due to Your use of or integration with Products (including impacts that affect individuals or other entities' ability to use Your Epic Software or might require You to obtain additional hardware or software).

As between You and Epic, You are responsible for the compliance of any Product (including Your use of it) with applicable laws and regulations and for determining under what circumstances EHI may be exchanged with Products.

You will be responsible for all of Your own costs to use and sublicense use of the open.epic APIs, including any costs from Your hosting or infrastructure provider. You are responsible for maintaining the appropriate software, hardware, and other technology needed for You and API Users to use the open.epic APIs. Epic may monitor Your use of the open.epic APIs to verify Your

compliance with this API Agreement, to inform its calculation of fees payable under this Agreement, to develop or improve software and services, and to attempt to assess any potential quality, performance, and security impacts of Products on Epic Software.

b. API User Requirements. If You elect to sublicense the open.epic APIs to API Users pursuant to a written agreement with such API Users, You will require each API User that is granted a sublicense to:

- i. Not materially interfere in any way with the operation of the open.epic APIs, Epic Software, or any server, network, or system associated with the open.epic APIs or Epic Software, including in ways that could create a risk of patient harm or disrupt Your users' ability to use Epic Software;
- ii. Not attempt to breach, defeat, bypass, remove, deactivate, or otherwise circumvent any firewall, encryption, security, authentication routines, or software protection mechanisms in the open.epic APIs or Epic Software, including any such mechanism used to restrict or control the functionality of the open.epic APIs; and
- iii. 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 open.epic APIs or Epic Software, or any related software, hardware, or computer systems (e.g., no viruses, worms, Trojan horses, malware, etc.).

4. API Use Considerations and Recommendations. Epic provides information on recommended practices when working with the open.epic APIs and API Users at <https://open.epic.com>. This information might be a useful reference as You evaluate how You will use APIs and work with API Users as a part of Your overall interoperability efforts.

5. Subscription and Other Fees.

a. Subscription Fees.

- i. The open.epic APIs are licensed on a subscription fee basis. You agree to pay Epic subscription fees at the Subscription Rate applicable to the USCDI v1 FHIR APIs and to each of the open.epic APIs You use, except that such subscription fees do not apply to Internal and Non-Commercial Use of open.epic APIs other than the USCDI v1 FHIR APIs (defined below). The "**Subscription Rate**" means the then-current standard subscription rate charged by Epic for each API or group of APIs in the open.epic APIs. Current Subscription Rates for the open.epic APIs are available on the [open.epic API Pricing Information](#) summary.
- ii. The "**USCDI v1 FHIR APIs**" are certain Industry-Standard APIs that enable You to respond to requests to access, use, or exchange Electronic Health Information in the U.S. Core Data for Interoperability version 1 data set. These USCDI v1 FHIR APIs are a core component of the open.epic APIs, and subscription fees for the USCDI v1 FHIR APIs will be payable regardless of Your actual use of such APIs.
- iii. Subscription fees will be payable on a quarterly basis, with each fee due within 30 days after the end of the quarter with respect to which the subscription fee is payable, subject to Section 5.b. below. If You use the open.epic APIs in multiple Production Directories, subscription fees for the open.epic APIs will be calculated and invoiced separately for each Production Directory (see the [open.epic API Pricing Information](#) summary).

b. Early Adopter Fee Waiver. If You accept the terms of this API Agreement through <https://open.epic.com> by October 2, 2020, subscription fees payable under Section 5.a. will be determined in accordance with the table below for (i) the USCDI v1 FHIR APIs, and (ii) other open.epic APIs You use in Qualifying Established Connections:

	USCDI v1 FHIR APIs	Industry-Standard and Epic Public APIs used in Qualifying Established Connections	Epic Public APIs used in Qualifying Established Connections for which Epic did not previously charge You or API Users
10/2/20 to 9/30/21	Subscription fees waived	Subscription fees waived	Subscription fees waived
10/1/21 to 9/30/22	Subscription fees payable at the Subscription Rate	Subscription fees waived	Subscription fees waived
10/1/22 to 9/30/23	Subscription fees payable at the Subscription Rate	Subscription fees payable at the Subscription Rate with a 50% discount	Subscription fees waived
10/1/23 onwards	Subscription fees payable at the Subscription Rate	Subscription fees payable at the Subscription Rate	Subscription fees waived

c. Certain Previously Licensed Epic Public APIs. You may have previously licensed certain Epic Public APIs separately, including as interface/connector units, pursuant to another agreement between You and Epic. Any interface/connector unit volume attributable to Epic Public APIs You previously licensed under a separate agreement with Epic is removed from that agreement upon Your entry into this API Agreement, and thereafter the terms of this API Agreement will govern all use of such Epic Public APIs. However, the fees chargeable for any Qualifying Established Connections that use previously licensed Epic Public APIs will continue to be payable as provided in that other agreement between You and Epic (rather than as provided under Section 5.a. above). For clarity, there are no Industry-Standard APIs that were previously licensed to You as interface/connector units.

d. Ending or Suspending Use. You may end or temporarily suspend Your use of any of the open.epic APIs at any time, and Your subscription fees will be updated to reflect usage per Sections 5.a. and 5.b. above. In addition, You may stop accruing subscription fees for all of the open.epic APIs on a prospective basis beginning as of the first day of the billing quarter following the then-current billing quarter if You: (1) notify Epic of such intention at least 30 days prior to the end of the then-current billing quarter; and (2) You end all use of the open.epic APIs, affirm to Epic that You have ended use of such APIs, and permit Epic to disable Your access to the open.epic APIs by the end of the then-current billing quarter. Your rights under this API Agreement will be suspended during any period in which You stop paying subscription fees. If You later resume use of the open.epic APIs, Your use will be subject to the then-current fees and terms.

e. Additional Services. Epic will charge You at its then-standard rates for any services that Epic provides (beyond the maintenance and support described in Section 6 below), including any consultation and assistance for Product-related issues or software modification services You request for the open.epic APIs. Categories of additional services available for the open.epic APIs are listed in the [open.epic API Pricing Information](#) summary. All hourly fees under this API Agreement are due as incurred and payable as specified on the invoice for such fees. In connection with use of the open.epic APIs, You also may require additional software, hardware, and services, which may result in additional charges (including from Your hosting or infrastructure provider).

- f. Payments and Invoicing.** You agree to pay fees due under this Agreement as specified on the invoice for such fees. Interest will accrue for overdue amounts at the lesser of one percent (1%) per month or the maximum rate allowed by law. Your non-payment of any fees under this API Agreement will be a material breach.
- g. Taxes.** Any amounts payable by You under this API Agreement are exclusive of taxes and similar assessments. You are responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory entity on any amounts payable by You hereunder, other than any taxes imposed on Epic's income.
- 6. Support for the open.epic APIs by Epic.** As long as You are an Epic Customer and paying subscription fees in accordance with Section 5, Epic will maintain and support Your use of the open.epic APIs as reasonably necessary to enable the effective development, deployment, and use of the open.epic APIs with Epic Software. Epic's support of the open.epic APIs will include: (1) consultation and assistance, including reasonable cooperation with You and API Users, to help You enable use of the open.epic APIs with Epic Software, (2) Updates, and (3) reasonable workarounds when necessary to help address API Errors. Epic may have access to and may receive Protected Health Information (as defined in HIPAA) from You in connection with its provision of support services for the open.epic APIs. Any access to Protected Health Information pursuant to Epic's performance of services under this API Agreement will be governed by the HIPAA business associate terms in place between You and Epic pursuant to a separate agreement, but the liability between the parties related to such access will be governed solely by this API Agreement. Epic's support under this Section 6 does not include troubleshooting or correcting issues with Products, or issues that may be caused by Products connecting to Your Epic Software through the open.epic APIs, including: data corruption or other data-related errors; security vulnerabilities; privacy breaches; user or system performance degradation; or failure of Products and Epic Software to function with one another as intended, including when You make configuration changes or updates to Epic Software.
- 7. Changes to these Terms and the open.epic APIs.** Epic may change this API Agreement from time to time in accordance with this Section 7, and unless Epic specifies otherwise, changes will be effective upon the date indicated in the updated terms posted on <https://open.epic.com>. Epic will inform You of any material changes to 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. Epic will inform You of any increases to the Subscription Rates for the open.epic APIs at least 12 months in advance of the effective date of such increases. Your continued use of the open.epic APIs after changes to this API Agreement (including to the Subscription Rates) become effective means that You have accepted the changes. Epic also may modify, suspend, or terminate its provision and support of certain APIs in the open.epic APIs 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, Epic will provide You advance notice of any material changes to the USCDI v1 FHIR APIs or related terms of this API Agreement to give You 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 Your use of the USCDI v1 FHIR APIs.
- 8. Term and Termination.** This API Agreement is effective as of the date You 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, subject to any suspension of rights under Section 5.d. You may end Your use of all of the open.epic APIs in accordance with Section 5.d. above. In addition, a party (the "**Notifying Party**") may terminate this API Agreement if the other party (the "**Breaching Party**") materially breaches its obligations and does not cure the breach within 60 days of receipt of notice from the Notifying Party. The notice will be provided in accordance with Section 15.g., will state it is a notice of material breach of this API Agreement, and will describe the breach in sufficient detail to permit the Breaching Party to cure the breach. This

API Agreement will automatically terminate if You are no longer an Epic Customer. In the event of any termination of this API Agreement, You will: (a) end all use of the open.epic APIs, affirm to Epic that You have ended use of such APIs, and permit Epic to disable Your access to the open.epic APIs, and (b) promptly pay Epic any outstanding subscription fees that You incurred pursuant to this API Agreement prior to the effective date of such termination.

- 9. Confidentiality.** This API Agreement does not provide You a right to disclose Epic Confidential Information to API Users. For clarity, API Support Materials are not Epic Confidential Information. Notwithstanding anything to the contrary (including in any other agreement You have entered into with Epic), as long as Epic remains subject to 45 CFR 170 as a developer of certified health IT, You are permitted to make certain communications about Epic's certified applications, in accordance with Section 4002 of the 21st Century Cures Act and 45 CFR 170.403 (the "**Communications Rule**"). You recognize that Epic needs to avoid outright copying of its intellectual property by third parties to remain viable as a company. To help support this, You will ensure that any communications involving Epic Confidential Information are within the scope of the protected subject areas in the Communications Rule, and that each such communication follows the "Communications About Epic Software Under the ONC Communications Rule" overview, as updated from time to time at <https://www.epic.com/commsrulepolicy>, including that each communication uses the least amount of Epic Confidential Information necessary to fulfill its purpose.
- 10. Disclaimers.** The open.epic APIs and API Support Materials may include inaccuracies and errors. Epic provides You the open.epic APIs and API 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 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 OPEN.EPIC APIS, API SUPPORT MATERIALS, OR OPEN.EPIC.COM OR AGAINST INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTIES THAT THE OPEN.EPIC APIS, API SUPPORT MATERIALS, OR DATA TRANSMITTED THROUGH THE OPEN.EPIC APIS ARE ERROR-FREE. Epic makes no representations or warranties as to, and disclaims any responsibility for, the accuracy, completeness, or compliance of any Product. For clarity, this Section 10 is not intended to disclaim or obviate Epic's support commitments as set out in Section 6 of this API Agreement.
- 11. Indemnification.** Access to the open.epic APIs through Your Epic Software will be under Your control, and Epic will have limited knowledge of the Products using the open.epic APIs to interact with the Epic Software. Epic cannot and does not endorse, certify, or verify the functionality, integrity, safety, security, performance, or practices of the developers who use the open.epic APIs or their software. Therefore, You agree that to the extent permitted by the law applicable to You, You 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) Your use of or inability to use the open.epic APIs, or (ii) a third party's use of or inability to use the open.epic APIs on Your behalf or for Your benefit, or on behalf of Your patients. You will obtain Epic's written consent before entering into any judgement or settlement that involves an Indemnitee.
- 12. Limitation on Liability.** EPIC WILL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, ENHANCED, CONSEQUENTIAL OR INDIRECT DAMAGES, OR LOSS OF BUSINESS, PROFIT OR REVENUE, ANTICIPATED SAVINGS, GOODWILL, OR REPUTATION, EVEN IF EPIC WAS 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 OPEN.EPIC APIS 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 11 OF THIS API AGREEMENT OR YOUR OBLIGATIONS TO EPIC FOR FEES PAYABLE IN ACCORDANCE WITH THIS API AGREEMENT.

FURTHERMORE, NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FEES PAID FOR THE OPEN.EPIC APIS PURSUANT TO THIS API AGREEMENT WILL NOT INCREASE EITHER PARTYS TOTAL MAXIMUM LIABILITY TO THE OTHER PARTY UNDER ANY OTHER AGREEMENT YOU HAVE ENTERED INTO WITH EPIC.

13. Intellectual Property Claims. In the event that a third-party Claim of infringement of a patent, copyright, or trademark (in each case enforceable in the United States) is brought against You based on Your use of the open.epic APIs as made available to You pursuant to this API Agreement, You will promptly notify Epic in writing of the Claim. If such a Claim is brought, Epic may, among other things: (i) modify, replace, or remove the open.epic API (in which case, Epic may modify or suspend charges to You for such API); (ii) procure the right for You to continue to use the open.epic API that is the subject of the Claim; or (iii) require You to procure the right to continue to use the open.epic API that is the subject of the Claim (to the extent You would like to continue use of such API).

14. CCDS FHIR APIs included with MyChart. As part of Your separate license to MyChart, Epic made available a collection of APIs that implement the DSTU2 version of the HL7 FHIR standard to enable You to provide to patients (or their authorized proxies) patient-controlled access to their own health information, including use with third-party software (collectively, these APIs are the "**CCDS FHIR APIs**"). The CCDS FHIR APIs remain separate from the open.epic APIs made available under this API Agreement. As the ONC 2015 Edition Certification is replaced by the 2015 Edition Cures Updates and future certification requirements, Epic may stop offering the DSTU2 CCDS FHIR APIs as part of Your MyChart license and make newer API versions available under this API Agreement or other terms. ONC Health IT Certification (for Meaningful Use) information, including pricing and limitations, is available for reference here: <http://www.epic.com/Docs/MUCertification.pdf>.

15. Miscellaneous.

- a.** This API Agreement will be governed by and construed in accordance with the laws of Wisconsin, without reference to its conflicts of laws principles, and any action arising out of or relating to this Agreement will be brought exclusively in Dane County, Wisconsin. You consent to the personal jurisdiction and venue of the state and federal courts located in Dane County, Wisconsin.
- b.** A party's failure to enforce any provision of this API Agreement will not be construed as a waiver of such provision or prevent the party from subsequently enforcing such provision.
- c.** Neither party will be liable for failure or delay in performing its obligations if such failure or delay is due to circumstances beyond such party's reasonable control, including acts of God, fire, acts of a common enemy, war, actual or threatened terrorism, third-party criminal acts, civil disturbance, embargo, law or governmental regulations, or labor dispute.
- d.** Epic and You are independent contractors and not each other's agents. Except to the extent expressly specified, this API Agreement does not create third-party beneficiaries. Epic and You are not joint employers of the other's employees and do not have the right to make employment decisions about the other's employees.
- e.** This API Agreement is the entire agreement between You and Epic regarding the open.epic APIs; it supersedes all prior or contemporaneous representations, understandings, or agreements regarding the open.epic APIs. The open.epic APIs are governed exclusively by this API Agreement and not by any other agreement in place between You and Epic (*i.e.*, notwithstanding anything to the contrary, the open.epic APIs do not constitute "Program Property" as that term may be defined under a separate agreement between You and Epic, and any references to terms applicable to FHIR specifications in any separate agreements do not apply to the open.epic APIs).

- f.** Nothing in this API Agreement is intended to preclude You from using a Product that replaces or supplements Epic Software.
- g.** Notice required under this API Agreement will be delivered, if to You, via email to Your designated API Agreement point of contact and, if to Epic, to contractadmin@epic.com. At Your request, Epic will provide instructions to You on how to designate and/or modify Your API Agreement point of contact.
- h.** Sections 3.a., 5, and 7-15 will survive any termination of this API Agreement.

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

By clicking 'I accept', You warrant that the individual accepting this API Agreement on Your behalf has the power and authority to legally bind You and You accept the entirety of this API Agreement.

Appendix A Definitions

1. "API" means application programming interface.
2. "API Error" means a reproducible error or defect in an open.epic API that results in its failure to operate in substantial and material conformity to descriptions of such operation in the applicable API Support Material(s).
3. "API Support Materials" means any information in any format that Epic provides to You under this API Agreement through open.epic.com, 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.
4. "API User" means a person or entity that creates or makes available Products.
5. "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.
6. "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.
7. "Epic Confidential Information" means, except as provided below, all information concerning: the functionality, operation, use, code, data structures, development, implementation, or maintenance of Epic Software. "Epic Confidential Information" excludes API Support Materials, as well as information: (a) generally available to the public without fault by You; (b) rightfully known by You non-confidentially before Epic first provides You access to such information; (c) independently developed by You without the use of any Epic Confidential Information; or (d) rightfully obtained by You from a third party with the right to disclose it non-confidentially.
8. "Epic Customer" means a healthcare organization that is currently licensed to qualifying Epic Software pursuant to a license agreement with Epic and participating in Epic's maintenance program for such software.
9. "Epic Software" means any software licensed or otherwise developed and provided by Epic pursuant to a separate agreement.
10. "HIPAA" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
11. "HL7 FHIR" means Fast Healthcare Interoperability Resources, industry-standard application programming interfaces for healthcare published by Health Level Seven International.
12. "Indemnitees" means Epic, its Owned Entities, and all employees, officers, directors, and contractors of Epic and its Owned Entities.
13. "Internal and Noncommercial Use" means a use of open.epic APIs that meets the criteria set out in the policy statement available at <https://galaxy.epic.com/InternalUsePolicyforAPIs>.
14. "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.

15. "open.epic APIs" mean the Industry-Standard APIs and Epic Public APIs listed on <https://open.epic.com/oeAPIList>.
16. "Owned Entity" 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).
17. "Product" means any software, component, service or other offering, other than Epic Software, that uses or references the open.epic APIs or API Support Materials, and includes any offering developed by You.
18. "Production Directory" means each (i) copy of Epic Software code used to process actual patient data, and (ii) actual patient database exceeding one (if any) processed by the same Epic Software code.
19. "Qualifying Established Connection" means each connection established between Your Epic Software and Products by October 2, 2020.
20. "Update" means an improvement or patch to an existing open.epic API (with error corrections, enhancements, or extensions) that Epic generally makes available free of charge to its similarly situated customers under the open.epic API licensing framework. Updates are limited to functionality described as included in an open.epic API in its API Support Material(s).
21. "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.