UNITED NETWORK FOR ORGAN SHARING

UNOS API

Terms of Use

1.1 About Us and These API Terms of Use

You agree that by developing on the UNOS platform, you are entering into a legally binding agreement with United Network for Organ Sharing, 700 N. 4th Street, Richmond, Virginia 23219 (United States) ("**we**," "**us**," "**our**," and "**UNOS**").

By accepting a token from UNOS to develop a software or product that uses or directly interfaces with any UNOS API (an "**Application**"), you acknowledge that you have read and understood and agree to be bound by these UNOS API Terms of Use (the "**Terms**").

If you are developing on our platform on behalf of a company or other entity, you represent and warrant that you have full legal authority to register an Application on behalf of that entity and bind it to these Terms. If you are not authorized, you may not accept the Terms or register an Application for someone else.

1.2 Purpose

Our mission is to advance organ availability and transplantation by uniting and supporting our communities for the benefit of patients through education, technology and policy development. To achieve our mission, we make APIs available to third party developers such as you to create applications that will support and benefit our members and the patients whom they serve.

1.3 Scope and Intent

These Terms govern your use of our APIs unless you have executed another agreement with UNOS that expressly governs your use of our APIs.

You may develop Applications using UNOS APIs as soon as you accept a token from UNOS and you agree to follow these terms, if the Applications meet the eligibility criteria described below. As used in these Terms, "**APIs**" means programmatic web APIs and associated tools and documentation that UNOS makes available under these Terms.

1.4 Eligibility Criteria

Here is the eligibility criteria to determine if you may use the APIs pursuant to these Terms:

You may use our APIs if:

1. you are developing an Application designed to help UNOS members be more productive and successful.
2. your Application WILL NOT store user credentials needed to access UNOS computer systems, and WILL require the user to enter valid credentials each time the user will access UNOS computer systems.

2. Access to Self-Service Program

2.1 Developer Account

To begin using the APIs, you must first request UNOS to provide you Access Credentials, which will grant you access to UNOS APIs. You agree that we can use and store information submitted by you to UNOS in connection with your Application registration.

2.2 Access Credentials

Once you have successfully registered an Application, you will be given Access Credentials for your Application. "**Access Credentials**" means the credentials to access the APIs and may include the following: consumer key; consumer secret; callback URL; access token; and refresh token. The Access Credentials enable us to associate your API activity with your Application and the UNOS members using it. All activities that occur using your Access Credentials are your responsibility. The Access Credentials are required for your application to connect to the API, and should be kept secret. Do not sell, transfer, or sublicense them. Do not try to circumvent them and do not require your members to obtain their own Access Credentials to use your Application. The Access Credentials can be stored.   The API application Access Credentials should not be confused with UNet user credentials. UNet user credentials consist of a user name and password, and are managed by the end user. UNet user credentials must not be stored.

2.3 API License

As long as you follow these Terms, we grant you a limited, non-exclusive, non-assignable, non-transferable license under UNOS's intellectual property rights to use the APIs to develop, test, and support your Application, and to let your customers use your integration of the APIs within your Application.

2.4 Termination of Developer Account

You agree to notify UNOS when a developer with Access Credentials is no longer employed or engaged by your organization so that UNOS will disable the Access Credentials for that developer.

3. Use of APIs and UNOS Content

3.1 Excluded Uses of Content

You must never do any of the following:

1. Use UNOS Content in any advertisements, or for purposes of targeting advertisements, in your Application or elsewhere. "**Content**" means any data or content from our Website or accessed via the APIs. Our "**Website**" means UNOS's website at www.UNOS.org, and any other website or service owned or operated by UNOS, and specifically including UNet^{sm}.
2. Share (except to your Application's users), transfer, sublicense, sell or lease any Content or access to any Content, directly or indirectly (e.g., through multiple tiers of distribution), to anybody. That includes data brokers, salespeople, advertisers, social or professional networks, recruiters, or anyone besides yourself or the company on whose behalf you agreed to these Terms.
3. Each UNOS member must authenticate individually to retrieve his or her Content through the APIs.

3.2 Excluded Uses of the APIs

You must never do any of the following under these Terms:

1. Use the APIs in any Application that seeks to obtain unauthorized individually identifiable health information, or otherwise violates any applicable law or regulation.
2. Distribute or allow access to the stand-alone APIs to anyone other than the company on whose behalf you agreed to these Terms, or create an application programming interface that enables access to Content. Anyone who wants to access our APIs and Content must agree to be bound by the applicable terms of use.

4. Storage of Content

4.1 You May Store Content Solely for Use in Your Application

You may only store Content, or any information expressed by the Content, for use in your Application to the extent permitted by these Terms, or as expressly authorized by the OPTN members using your application. You may store any content returned from the API that is technical in nature and/or otherwise required for the maintenance, support and/or troubleshooting of the API.

4.2 You May Store Tokens

You may store the Application-specific alphanumeric user IDs that we provide to you for identifying users of your Application ("**Member Tokens**") or the tokens that we provide to you when a UNOS member authenticates your Application to his or her UNOS account ("**OAuth Tokens**").

4.3 Delete at UNOS Member Request

You must delete all Content collected with the UNOS member's consent, including the Member Token and the OAuth Token, upon request by that UNOS member, when the UNOS member uninstalls your Application or when the UNOS member closes his or her account with you.

The restrictions of this Section do not apply to data that UNOS members provide directly to you and that is separately entered or uploaded to you by the user of your Application.

5. Relationships with UNOS Members

5.1 Your User Agreement and Privacy Policy

You are responsible for your product and how it connects to UNOS Members' software, including compliance with all laws, including laws for the protection of patient health information. Respect the security and privacy of customers and patients.

5.2 Application Restrictions

You and your Application must not do the following:

1. Implement features or business practices that harm the professional reputation or relationships of UNOS members.
2. Use Content received from the APIs in any manner that violates the privacy protections of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH Act), Privacy Act of 1974, or any other applicable law and regulation intended to prevent the unauthorized use or dissemination of individually identifiable health information and data.
3. Impersonate a UNOS member or misrepresent any UNOS member or other third party when requesting or publishing information.
4. Obfuscate or hide any UNOS buttons, sign-in functionality, or consent or authorization flows from your users. In order to access UNOS member-specific Content through the APIs, your users must sign-in with their UNOS credentials and grant your Application access to their Content.
5. Request from the APIs more than the minimum data fields and application permissions your Application needs.
6. Download, scrape, post, or transmit, in any form or by any means, any part of our Website. This includes data retrieved by web browser plugins.
7. Copy, reformat, reverse-engineer, or otherwise modify the APIs, Access Credentials, our Website or any Content.
8. Interfere with or disrupt UNOS services or servers or networks connected to UNOS services, or disobey any requirements, procedures, policies or regulations of networks connected to UNOS services.

6. Treat the UNOS Brand With Respect

6.1 Brand Features License and Publicity Rights

Subject to these Terms, we grant you a limited, non-exclusive, non-assignable, non-sublicenseable, and non-transferable license during the Term to display our Brand Features to promote or advertise your integration of the APIs in your Application. "**Brand Features**" means any trade names, trademarks, service marks, logos and domain names that UNOS makes available to you.

You may promote your Application, including talking to traditional and online media and your users about your Application, so long as you do so truthfully and without implying that your Application is created or endorsed by UNOS (or otherwise embellishing your relationship with UNOS). However, you may not issue any formal press release via traditional or online media referring to UNOS without UNOS's prior consent, unless expressly allowed in the UNOS Brand Use Restrictions.

6.2 Brand Use Restrictions

You and UNOS must not:

1. Display the Brand Features of the other party in any way that is misleading, defamatory, infringing, libelous, disparaging, obscene, or otherwise objectionable to party whose Brand Features are being used, in its sole discretion; or
2. Remove any legal, copyright, trademark, watermark or other proprietary rights notices contained in or on Content or any other materials you receive or access pursuant to these Terms.

6.3 Publicity by Us

We may publicly refer to you, orally or in writing, as a licensee of the APIs. We may also publish your name and logo (with or without a link to your Application) on our Website, in press releases, and in promotional materials without additional consent. If we choose to publish your logo, we will contact you in writing to request an approved logo from you.

7. Safety and Abuse

7.1 Security Measures

Your Application must use reasonable security measures to protect the private information of your users.

You must promptly report any security deficiencies in, or intrusions to, the API Keys provided to you under this Agreement that you discover to UNOS in writing via email to UNOS. You will work with UNOS to immediately correct any security deficiency, and will immediately disconnect any intrusions or intruder. In the event of any security deficiency or intrusion involving the Application, APIs or Content, you will make no public statements regarding the API (e.g. press, blogs, social media, bulletin boards, etc.) without prior written and express permission from UNOS.

7.2 Monitoring

Upon request from UNOS, you agree to assist UNOS in verifying your compliance with these Terms by providing us with information about your Application and storage of Content, which may also include access to your Application and other materials related to your use of the APIs. You and/or your organization agree to submit to an audit of your developer accounts and API keys in order to determine if those API keys should still be in use. If you do not demonstrate full compliance with these Terms, we may restrict or terminate your access to the APIs.

8. Rights UNOS Reserves

8.1 Support and Modifications

We may provide you with support or modifications for the APIs in our sole discretion and we may stop providing support or modifications to you at any time without notice or liability to you.

We may release subsequent versions of the APIs and require that you use those subsequent versions. Your continued use of the APIs following a subsequent release will be deemed your acceptance of modifications.

8.2 Fees

The APIs are currently provided for free, but UNOS reserves the right to charge for the APIs in the future. If we do charge a fee for use of the APIs or any developer tools and features, you do not have any obligation to continue to use UNOS's developer resources.

9. Ownership

9.1 UNOS Property

As between you and us, we own all rights, title, and interest, including all intellectual property rights, in and to, the (1) APIs, and all elements, components, and executables of the APIs; (2) Content; and (3) Website (collectively, the "**UNOS Materials**"). Except for the express licenses granted in these Terms, UNOS does not grant you any right, title, or interest in the UNOS Materials. You agree to take such actions as UNOS may reasonably request to perfect UNOS's rights to the UNOS Materials.

9.2 Your Property

Except to the extent your Application contains UNOS Materials, UNOS claims no ownership or control over your Application.

9.3 Contributions to UNOS

By submitting suggestions or other feedback regarding the UNOS Materials to UNOS ("**Contributions**"), you acknowledge and agree that: (1) UNOS is not under any obligation of confidentiality with respect to the Contributions; (2) UNOS may use or disclose (or choose not to use or disclose) such Contributions for any purpose, in any way, in any media worldwide; (3) you irrevocably, non-exclusively license to UNOS rights to exploit your Contributions; and (4) you are not entitled to any compensation or reimbursement of any kind from UNOS under any circumstances.

10. Follow the Law and These Terms

You represent that use of your Application will not violate any third party rights or any law.

10.1 Legal Compliance

You represent and warrant to UNOS that, excluding UNOS Materials, you have the right to use, reproduce, transmit, copy, publicly display, publicly perform, and distribute your Application, and that use of your Application by UNOS and its members will not violate the rights of any third party (e.g., copyright, patent, trademark, privacy, publicity or other proprietary right of any person or entity), or any applicable regulation or law, including the Digital Millennium Copyright Act, the laws of any country in which your Application is made available and any applicable export laws.

10.2 Compliance with and Amendments to These Terms

You must comply with these Terms in order to use the APIs.

We reserve the right to modify, supplement, or replace the terms of these Terms, effective prospectively upon posting on the UNOS Website or otherwise notifying you. If you do not want to agree to changes to these Terms, you can terminate these Terms at any time in accordance with Section 11.

11. Term and Termination

These Terms will last from when you agree to them until they end as described in this section.

11.1 Term

The term of these Terms will commence on the date upon which you agree to these Terms and will continue until terminated as set forth below.

11.2 Your Termination Rights

You may terminate these Terms by contacting UNOS using the contact methods found at the end of this document.

11.3 Suspension; Termination

We may suspend or terminate your use of all or any of the APIs at any time if we believe you have violated these Terms or if we believe the availability of the APIs in your Application is not in our or our members' best interests.

We may discontinue the availability of some or all of the APIs at any time for any reason. We may also impose limits on certain features and services or restrict your access to some or all of the APIs or our Website. All of our rights in these Terms may be exercised without prior notice or liability to you.

Immediately upon termination of these Terms, all license granted to you will cease and all data retrieved from the APIs or Website must be deleted.

11.4 Effect of Termination

Upon termination of these Terms:

1. all rights and licenses granted to you will terminate immediately;
2. you will promptly destroy UNOS confidential information in your possession or control;
3. neither party is liable to the other party just because these Terms have been terminated;
4. unless we agree otherwise in writing or as stated in these Terms, you must permanently delete all Content or other data which you stored pursuant to your use of the APIs. UNOS may request that you certify in writing your compliance with this section; and
5. UNOS will make commercially reasonable efforts to remove all references and links to your Application from the Website (UNOS has no other obligation to delete copies of, references to, or links to your Application).

Even after termination, many of your obligations under these Terms continue.

11.5 Survival

The following sections of this Agreement shall survive any termination, Sections 3 ("Use of the APIs and UNOS Content"), 4.6 ("Delete at UNOS Member Request"), 4.7 ("Delete for Breach"), 6 ("Treat the UNOS Brand With Respect"), 7 ("Safety and Abuse"), 8.3 ("UNOS Independent Development"), 9 ("Ownership"), 10 ("Follow the Law and These Terms"), 11.4 ("Effect of Termination"), 11.5 ("Survival"), 12 ("Disclaimer of Warranties; Limitation of Liability; Indemnity"), 13 ("Dispute Resolution") and 14 ("General Terms").

12. Disclaimer of Warranties; Limitation of Liability; Indemnity

The disclaimers and limitations contained in this section may not apply to you depending on where you reside.

12.1 Applicability of Disclaimer and Limitation

SOME COUNTRIES AND JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CERTAIN IMPLIED TERMS OR EXCLUSIONS OF LIABILITY AND AS A RESULT THE CONTENTS OF THIS SECTION MAY NOT APPLY TO YOU.

The UNOS Materials are provided to you as-is.

12.2 Disclaimer of Warranties

WE PROVIDE THE UNOS MATERIALS AND ALL OTHER INFORMATION AND SERVICES ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND. UNOS DOES NOT CONTROL OR VET USER-GENERATED CONTENT FOR ACCURACY. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, UNOS, ITS AFFILIATES AND SUPPLIERS DISCLAIM ANY AND ALL WARRANTIES AND REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY OF DATA, AND NONINFRINGEMENT.

UNOS DOES NOT GUARANTEE THAT THE APIS, THE UNOS SERVICE OR OTHER DEVELOPER RESOURCES IT PROVIDES WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE UNOS APIS MAY

BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. UNOS DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING.

FURTHERMORE, UNOS DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE UNOS APIS DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON.

UNOS and its affiliates shall not be liable to you for indirect damages.

12.3 Limitation of Liability

NEITHER UNOS NOR ANY OF OUR SUBSIDIARIES, AFFILIATED COMPANIES, OR SUPPLIERS (EACH A "**UNOS AFFILIATE**"), AND OUR AND THEIR RESPECTIVE EMPLOYEES, SHAREHOLDERS, OR DIRECTORS, SHALL BE CUMULATIVELY LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR LOSS OF USE, PROFIT, REVENUE OR DATA TO YOU OR ANY THIRD PERSON ARISING FROM YOUR USE OF UNOS MATERIALS ACCESSED THROUGH OR DOWNLOADED FROM UNOS. THIS LIMITATION OF LIABILITY SHALL:

1. APPLY REGARDLESS OF WHETHER (a) YOU BASE YOUR CLAIM ON CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY, (b) WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES, OR (c) THE LIMITED REMEDIES PROVIDED IN THIS SECTION FAIL OF THEIR ESSENTIAL PURPOSE; AND
2. NOT APPLY TO ANY DAMAGE THAT UNOS MAY CAUSE YOU INTENTIONALLY OR KNOWINGLY IN VIOLATION OF THESE TERMS OR APPLICABLE LAW, OR AS OTHERWISE MANDATED BY APPLICABLE LAW THAT CANNOT BE DISCLAIMED IN THESE TERMS.

You will indemnify us for your breach of these Terms and for an intellectual property claim. UNOS is not agreeing to indemnify you.

12.4 Your Indemnification Obligations

You will defend, hold harmless, and indemnify UNOS and the UNOS Affiliates (and our and their respective employees, shareholders, and directors) from any claim or action brought by a third party, including all damages, liabilities, costs and expenses, including reasonable attorneys' fees, to the extent resulting from, alleged to have resulted from, or in connection with: (1) your breach of your obligations herein; or (2) the violation of any copyright, trademark, service mark, trade secret or United States patent by the Application, Contributions or your brand features.

13. Dispute Resolution

Any legal dispute arising out of these Terms will take place in courts in the Commonwealth of Virginia, applying Virginia law, unless the parties agree otherwise or the claim is arbitrated.

13.1 Law and Forum for Legal Disputes

These Terms and any claim, cause of action or dispute ("**Claim**") arising out of or related to these Terms shall be governed by the laws of the Commonwealth of Virginia, United States, regardless of your country of origin or where you access UNOS, and notwithstanding any conflicts of law principles and the United Nations Convention for the International Sale of Goods.

You and UNOS agree that all Claims arising out of or related to these Terms must be resolved exclusively by a state or federal court located in City of Richmond, Virginia, except as otherwise agreed by the parties or as described in Section 13.2 below. You and UNOS agree to submit to the personal jurisdiction of the courts located within the City of Richmond, Virginia for the purpose of litigating all such Claims. Notwithstanding the above, you agree that UNOS shall still be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

In the event of litigation between the parties arising out of or related to these Terms, the prevailing party will be entitled to recover its attorneys' fees and costs incurred.

For claims less than $10,000, the parties may choose binding arbitration as an alternative to legal action.

13.2 Arbitration Option

For any Claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than $10,000, the party requesting relief may elect to resolve the Claim in a cost effective manner through binding non-appearance-based arbitration. In the event a party elects arbitration, they shall initiate such arbitration through an established alternative dispute resolution ("**ADR**") provider mutually agreed upon by the parties.

The ADR provider and the parties must comply with the following rules:

1. the arbitration shall be conducted by telephone, online, and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration;
2. the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and
3. any judgment on the award rendered by the arbitrator shall be final and may be entered in any court of competent jurisdiction.

14. General Terms

This Section 14, provides important details to help you read these Terms.

14.1 Severability

If any provision of these Terms is found to be illegal, void, or unenforceable, the unenforceable provision will be modified so as to render it enforceable to the maximum extent possible in order

to effect the intention of the provision; if a term cannot be so modified, it will be severed and the remaining provisions of these Terms will not be affected in any way.

14.2 Notices and Service of Process

We may notify you via the email address associated with your Application or your UNOS member account. You may contact us online or via mail or courier at: UNOS ATTN: Legal Department, 700 N. 4th Street, Richmond, VA 23219. Additionally, UNOS accepts service of process at this address. Any notices that you provide without compliance with this section shall have no legal effect.

14.3 Entire Agreement

These Terms and any documents incorporated into these Terms by reference, constitute the entire agreement between you and UNOS regarding the APIs and supersedes all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of these Terms.

14.4 No informal waivers, agreements or representations

Our failure to act with respect to a breach of these Terms by you or others does not waive our right to act with respect to that breach or subsequent similar or other breaches. No representations, statements, consents, waivers or other acts or omissions by any UNOS Affiliate shall be deemed legally binding on any UNOS Affiliate, unless documented in a physical writing hand signed by a duly appointed officer of UNOS.

14.5 No Injunctive Relief

In no event shall you seek or be entitled to rescission, injunctive or other equitable relief, or to enjoin or restrain the operation of any APIs, Content or other material used or displayed through the UNOS developer platform.

14.6 Assignment and Delegation

You may not assign or delegate any rights or obligations under these Terms, including in connection with a change of control, without written permission from UNOS. Any purported assignment and delegation shall be ineffective. We may freely assign or delegate all rights and obligations under these Terms, fully or partially without notice to you.

14.7 How to Contact Us

If you have questions or comments about these UNOS API Terms of Use, please contact us via email (apihelp@unos.org) or by physical mail at:

UNOS
Attn: API Terms of Use Issues
700 N. 4th Street
Richmond, VA 23219

I HAVE READ THIS AGREEMENT AND AGREE TO THESE TERMS AND CONDITIONS.

_____
Organization Name

_____
Name

_____
Title

_____
Signature

_____
Date

_____
Telephone Number