

WENO API AGREEMENT

THIS WENO API AGREEMENT (“Agreement”), is entered into by WENO Exchange LLC, a Texas Limited Liability Company (“WENO” or “we” or “our” or “us”) and an individual or entity (“you” or “your” or “yours” or “API Partner”), (each a “Party” and collectively the “Parties”). This Agreement governs your use of the WENO Services, as defined in the WENO Dictionary incorporated herein by reference. This Agreement binds the Parties effective on the earliest date you click to Accept the Agreement on our web site wenoexchange.com, together with any successor or replacement web site (the “Site” or “Sites”), or the date you are successfully registered on our Site so you can begin using the WENO Services (the “Effective Date”).

WENO Dictionary

The WENO Dictionary (“Dictionary”) defines the terms not otherwise defined in the Agreement.

Acceptance of the Agreement

By accepting the Agreement or using the Services, you represent and warrant that; 1) you are not barred from using similar Services under Applicable law; 2) you have read and understand the Agreement; 3) if you are accepting on behalf of your employer or another entity, you have the full legal authority to bind your employer or the applicable entity to the terms and conditions of this Agreement; and 4) you agree to this Agreement either as an individual, sole proprietor, or on behalf of the entity that you represent. If; 1) you do not have the legal authority to bind yourself, your employer, or the applicable entity that you represent to this Agreement; or 2) you do not agree to comply with the terms and conditions of this Agreement; or 3) you do not understand this Agreement then you should not Accept this Agreement or use the Services.

Modification of the Agreement

We may modify this Agreement, including the API Guides, so long as such modifications; (i) do not impose new material obligations on you, unless such amendments are intended to address patient safety issues or a reasonably sufficient time, in light of the modification, is provided to you to come into compliance with the modifications; and (ii) such modifications are applied with respect to all other similarly situated entities or individuals using the Services. Nothing herein shall prohibit WENO from offering new APIs immediately or providing new versions of an existing API while sun setting an older version of an API as long as at least 180 days advanced notice is provided of such. If changes are made to this Agreement, we will provide you notice by either (a) posting the most updated version of this Agreement on the Site or (b) by sending you a written notice. Your continued use of our Services after we publish or send you a notice about our changes to the Agreement or Services means that you are consenting to the updated terms. If fees or incentive changes are made to this Agreement, WENO will provide you with at least sixty (60) days written notice prior to any fee or incentive changes taking place.

Required Registration

In order to use the Services you must successfully register for a WENO API Account on our Site. As part of the registration process you will be required to provide certain information, including but not limited to, legal identification and contact details. Your Account requires at least one primary Account user with full authority to manage the Account (“administrative user”).

Maintain Your Account & Allow Communication from Us

You must ensure that all information you provide in connection with your Account is accurate and up to date as long as you use the Services. You authorize us, directly or through third parties, to make any inquiries we consider appropriate to verify the information you provide in your Account. You consent to us sending you communications relating to the Services, and this takes precedence over any direction you may give through any of our Sites or Services.

API Limitations

In our sole discretion, WENO may set and enforces limits on your use of certain APIs, such as limiting the number of requests for a resource. API limitations, if applicable to an API, will be expressed in the API Guide. You agree to, and will not attempt to circumvent, such limitations without obtaining WENO's express consent. WENO may decline such request or condition acceptance on additional terms or charges for that use.

Privacy Notice

Please read the latest version of Privacy Notice posted on the Site where your Account is registered. The Privacy Notice may be changed by us in the future, so you should check it frequently for changes.

API Client Account Security

You will access the Services, including the APIs, by strictly following the instructions for a given Service or a particular API Guide. WENO will assign you initial credentials (i.e. passwords, keys, and client IDs). You may not mask or misrepresent your identity, or your API Client's identity, when using the Services. You will keep your credentials confidential and not allow other parties to use your credentials. You are solely responsible for all activities that occur on your Account, whether the activity was authorized or not, so it's important for you to safeguard passwords and appropriate API Client credentials.

Account User Security

Each registered user is solely responsible for; 1) safeguarding and maintaining the confidentiality and security of their login password; 2) their own activities or posted content while using the Services, including the consequences of such, and their own reliance on any content submitted by other registered users of the Services; and 3) all activities that occur while they are logged into their Account whether the activity was authorized or not. No registered user may disclose their password to any third party (other than third parties authorized by them to use their Account).

Applicable Law and International Users

WENO is controlled, operated, and administered from its offices within the United States of America. If you access the Services from a location outside of the United States, you are responsible for the compliance with all applicable local and international laws for that location, as well as with the Applicable Laws of the United States. You also agree that you, including your Account's registered users, will not use any of the Services or any other content accessed through the Services in any country or in any manner prohibited by Applicable Laws, restrictions, or regulations of the United States.

Support for Your API Clients

The Services and APIs are designed to help you enhance the Services you offer. You shall designate your API Client Users as such for purposes of the Agreement. You shall provide all customer support and training to your API Clients, their technicians and other staff, to the extent relevant to the Services and the Agreement. You agree to provide regular

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notifications to your API Clients of updates, changes, and deletions to the WENO Services affecting such users. You agree to immediately suspend or terminate any API Client User that is knowingly violating an Applicable Law or the Agreement. You will not allow the user access until the matter is resolved to our full satisfaction, which will not be unreasonably withheld.

Content Ownership

All materials and content by any nature provided by a registered user of the Services are owned by the registered user contributing such content.

WENO Directories

Certain Services require listing your API Client Users' in WENO's Directories. Your Account will have access to appropriate WENO Directories on a need to know basis only. You agree that any information that comes to reside on the WENO Directory is confidential and the property of WENO. This section will survive the Termination of the Agreement.

Others' Content

WENO is not responsible for others' content or information. We cannot always prevent the misuses of our Services, and we are not responsible for any such misuse. WENO does not endorse and WENO does not review or have any control over a registered user's content submitted or activities they are engaged in when they are using the Services. In cases where a user feels threatened or believes someone else is in danger, they should contact their local law enforcement agency.

Prohibited Content and Activities

You, including your Account's registered users, must ensure that your posted content and activities while using any WENO Service is in compliance with this Section. WENO is entitled to remove any content, if we determine, in our sole discretion, that it does not comply with our requirements. In consideration of being allowed to use the Services, you agree that the following list of actions shall constitute a material breach of this Agreement. The following is a partial list of what activity and content is illegal or prohibited through the use of the Services:

- Anything offensive to another person.
- Solicitation of personal information or passwords, other than for legal or healthcare reasons.
- If it is false, unfair, misleading, illegal, or it promotes criminal activity.
- If it involves unsolicited mass mailings.
- Solicitation of personal identifying information from others for commercial purposes.
- If it contains anything to limit or disrupt any computer hardware or software.
- Unauthorized use of the Services.
- Attempts to reverse engineer or steal software used to provide the Site or Services.
- If it infringes on the intellectual property rights or infringes any copyrights of others.
- Infringes on privacy or publicity rights of others.

API Restrictions

Except as expressly and unambiguously authorized under the Agreement or by WENO in writing, the API Partner shall not

- (i) disclose or provide the APIs to any person or entity that is not authorized under the Agreement;
- (ii) use the APIs for any illegal, unauthorized or otherwise improper purposes, or in any manner which would violate the Agreement or the API Guide, or breach any laws or regulations, or violate the rights of third parties;
- (iii) remove any legal, copyright, trademark or other proprietary rights notices contained in or on materials the API Partner receive or access pursuant to the Agreement, including but not limited to, the APIs, the API Guide, and any other documentation;
- (iv) charge, directly or indirectly, any incremental fees (including any unique, specific, or premium charges) for access to the **TSO WENO Service**;
- (v) advertise the product or services of WENO's competitors in the Services;
- (vi) sell, lease, share, transfer, license or fail to protect the confidentiality of any content obtained through the APIs, directly or indirectly, to any third party, including any data broker, ad network, ad exchange, or other advertising monetization-related party;
- (vii) use the APIs in a manner that, as determined by WENO in its sole discretion, exceeds reasonable request volume, constitutes excessive or abusive usage, or otherwise fails to comply or is inconsistent with any part of the API Guide or the Agreement;
- (viii) use the APIs in an application or other form that competes with the **TSO Program** offered by WENO;
- (ix) use the APIs for a purpose other than the furtherance of the API Partner's provision of services as authorized under the Agreement or the API Partner's business with WENO;
- (x) use the API to design, build, promote or augment any service competitive to WENO Services or other Service or create an API client that functions substantially the same as the APIs and offer it for use by third parties;
- (xi) use the APIs in conjunction with, or combine content from the APIs with, WENO content obtained through scraping or any other means outside the official WENO APIs;
- (xii) interfere with or disrupt WENO services or servers or networks connected to WENO services, or disobey any requirements, procedures, policies or regulations of networks connected to WENO services, or transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature through your use of the APIs; or
- (xiii) copy adapt, reformat, reverse-engineer, disassemble, decompile, download, translate or otherwise modify the APIs, WENO Services, WENO's website other content or services, or any of our other Services, through automated or other means.

No rights or licenses are granted except as expressly and unambiguously set forth in the Agreement. If the API Partner violates any of the API Restrictions set forth in this section of the Agreement, WENO shall own all right, title and interest relating to any and all intellectual property, inventions, works of authorship, designs, know-how, ideas and information made or conceived or reduced to practice, in whole or in part, using the APIs. The API Partner hereby agrees to make all assignments necessary to accomplish the foregoing ownership. In furtherance of such assignment obligation, to the extent the API Partner applies or integrates pre-existing intellectual property that is not owned by WENO in the development, conceiving or reducing to practice of any intellectual property, inventions, works of authorship, designs, know-how, ideas and information in violation of any of the restrictions set forth in this API Restriction Section, the API Partner grants WENO an unlimited, nonexclusive, nontransferable, sublicensable, perpetual, irrevocable, royalty-free,

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worldwide license in such intellectual property to copy, reproduce, practice, and compile it and create derivative works from it, without any duty to account to the API Partner.

The API Partner acknowledges and agrees that there can be no adequate remedy at law for any breach of its obligations under this section and therefore, that upon any such breach or any threat thereof, WENO shall be entitled to appropriate equitable relief in addition to whatever remedies it might have under the Agreement or applicable law.

This API Restriction section shall survive termination of the Agreement or any underlying agreement by and between WENO and you for three years.

Copyright

In an effort to protect the rights of content owners, WENO maintains a policy for the termination, in appropriate circumstances, of users and Accounts who are repeat infringers of infringing upon the copyrights of others. If you believe this has happened to you, you may request the removal of the content by contacting WENO in writing and providing the following: 1) identification of the work believed to be infringed and how it was thought to be infringed, 2) a description of the work and its location, 3) the name, address, telephone number, email address of the person reporting the alleged infringement, 4) a statement that in good faith, he/she believe that the complained use of the materials is not authorized by the owner, its agent, or the law, and 5) a statement that the information supplied is accurate, and indicating that "under penalty of perjury," they are the owner of the work or are authorize to act on the owner's behalf, and 6) a signature from the owner of the work or authorized representative along with the printed name.

3rd Party Links

WENO Services may contain links to other websites ("Linked Site"). WENO is providing these Linked Sites to you as a convenience, and the inclusion of any Linked Site does not imply endorsement by WENO. The Linked Sites are not under the control of WENO and WENO is not responsible for their contents.

Relationship of the Parties

You and WENO are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sale representative, or employment relationship between the Parties. You and WENO will bear its own costs and expenses in performing this Agreement.

No 3rd Party Beneficiaries

No part of the WENO Agreement shall be deemed to create any third party beneficiary rights.

HIPAA Compliance

WENO is compliant with HIPAA and considered a Business Associate of Covered Entities according to the HIPAA definitions. If you require a Business Associate Agreement with WENO in order to use the Services, the Business Associate Addendum is incorporated into the Agreement by reference.

Service Fees and Incentives

All fees and incentives are explained in the Service Fee and Incentive Schedule incorporated into the Agreement by reference. All fees and/or applicable incentives will be paid in United States currency. Such fees are current as of the

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Effective Date, and are subject to change by WENO pursuant to the Modifications Section. WENO will invoice you for all fees due to WENO and credit your Account for any incentives earned. You may discontinue any WENO service at any time and a discontinuation of an API or a WENO service will stop all future fees. We do not give partial refunds. We do not refund for a product purchased. Each Party shall be responsible for their respective taxes due. This section will survive the termination of the Agreement.

Term and Termination

The Agreement will remain in effect for as long as you use or access the Services. You may terminate your Account at any time by giving us advanced written notice. The notice of termination should identify your Account, state the reason for termination, state the effective date of termination, and be verifiable. WENO will terminate your Account and all access to the Services only after we verify that one or more duly authorized persons on your Account has approved the Account termination and effective date of termination. We may suspend or terminate your Account with advanced written notice to you, if in our sole discretion we believe your Account has materially breached the Agreement. In the event you commit a material breach of the Agreement, WENO will notify you of the material breach and offer you at least a thirty-day cure period. If you fail to cure the material breach within the cure period then WENO may suspend or terminate your Account, in our sole discretion. Except as otherwise set forth here, in the event you commit a non-material breach of the Agreement, and you fail to cure the non-material breach within thirty days after receiving written notice thereof, WENO, in our sole discretion, may temporarily suspend or terminate your Account until the breach is cured. If in the event your Account becomes past due more than thirty days, WENO may suspend your Account within seven days of advanced written notice to you. Upon receipt of payment in full, WENO will re-instate your Account. WENO may terminate your Account if your Account becomes more than sixty days past due with or without notice to you. If we terminate your Account for any reason, you agree not to re-establish an Account without our advanced written permission.

Notices

Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be addressed to the appropriate Party as provided below and shall be effective: (i) on the date of delivery if given in writing and hand delivered; (ii) on the date received, if sent by overnight courier with written proof of receipt, or by First Class United States Mail with postage prepaid and return receipt received; (iii) on the date a printed confirmation is received if sent via facsimile; (iv) the date sent by electronic mail so long as the sender does not receive a message in return that the electronic message is undeliverable; (v) on the date WENO post a notice on the Site. Refusal to accept delivery will be deemed receipt.

Notices to WENO

Address to: WENO Exchange LLC, Attention: Legal

If by mail or overnight courier: address found on wenoexchange.com

If by email: admin@wenoexchange.com

Notices to you

Address to: The Account Business name as registered

If by mail or overnight courier: the address as registered for your Account

Phone: the phone number as registered for your Account

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If by Facsimile: the facsimile as registered for your Account

If by email: the email as registered to the owner or any administrative user of your Account

If by posting on the Site: the notice must be accessible to the administrative users of your Account.

Respective Successors and Permitted Assigns

The Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. The Agreement will survive an acquisition, merger, divestiture or other transfer of rights or assignment involving the Parties. Each Party will provide thirty days advanced written notice to the other Party following the closing of an acquisition, merger, divestiture or other transfer of right involving the Agreement.

Confidentiality

Communications between the Parties may contain a Party's confidential information. WENO's confidential information includes WENO Trade Secrets, any material, API or instructional guides, screenshots of web pages only available to registered users, agreements, schemas, sample messages, sample code, communications, and information marked confidential or that would normally be considered confidential under the circumstances. Your confidential information includes any information marked confidential or that would normally be considered confidential under the circumstances. The receiving Party of such confidential information agrees not to disclose it to any third party without the disclosing Party's prior written consent. Each Party's confidential information does not include information that each independently developed and becomes public through no fault of the receiving Party. The receiving Party may disclose confidential information of the disclosing Party when compelled to do so by law if the receiving Party provides reasonable prior notice to the disclosing Party, unless a court orders the receiving Party to not provide such notice. This section will survive the termination of the Agreement.

Intellectual Property

With the exception of a registered user's content, we own or license all rights, title, intellectual property, technology, copyrights, trademarks, trade names, and interest in and to the APIs, the Sites and all WENO Services, including the WENO Trade Secrets and content available on our Sites and Services and the information that comes to reside on them (collectively, the "WENO IP"). The WENO IP is protected under United States and international laws. Nothing in this Agreement restricts any rights we may have under Applicable Law or a separate permission. We are solely responsible for, and will have full discretion with respect to the terms, features, and operations of any API, Sites, or Other WENO service and related marketing. Additionally, you may not use the WENO IP in any way, including without limitation, for the purpose of issuing any press release or other activity that may be considered promotional or marketing related without WENO's prior and express written consent. Any submission, such as ideas or suggestions for modifications or improvements made by you to WENO with respect to the Services, the Site, anything on the Site (whether current or future features), or any pilot or beta program we are offering ("Feedback") will be our property. You agree to assign, and hereby assign, all right, title and interest worldwide in the Feedback and the related intellectual property rights to us and agree to assist us, at our expense, in perfecting and enforcing such rights. We may disclose or use Feedback for any purposes whatsoever without financial or other obligation to you. If you are participating in a pilot or beta program we are offering, you agree to provide us with any reports we request and to promptly respond to any and all reasonable questions or surveys and other test documents we submit to you.

Grants of Logos and Marks

Except as otherwise set forth in the Agreement, neither party shall use the name, logos or marks of the other Party or its subsidiaries or affiliates without the prior and express written consent of that Party. Notwithstanding the foregoing, each Party may use the name, logo, or mark of the other Party on such Party's website and other marketing materials to indicate participation in the Services only while the Agreement is in effect. The Parties agree to discontinue the use of a name, logo, or mark of the other Party upon request.

SERVICE LEVELS ("SLA")

The following service levels apply to the Agreement. You agree that your only remedy if WENO does not meet the SLA conditions during a given month will be a twenty percent credit for any fees paid to WENO for the same month. The credit will not be refunded but can only be applied to your future fees. To claim any credit for SLA variances, you must report the notice of SLA variance to WENO within five calendar days.

WENO's System will be provided at ninety-nine percent uptime measured on a monthly basis, excluding planned outages. Planned outages will not exceed twenty (20) hours per month. Planned weekly outages will generally be during the hours of 9:00 p.m. through 4:00 a.m. Central Standard Time. WENO may also announce up to three (3) weekend outages per year to install new software releases or for other operational purposes. You will be notified of changes to the schedule of planned outages in advance, by email and/or through the dashboard.

Ninety-five percent of transaction requests received by WENO System from your system will be delivered to the Data Source within three (3) seconds as measured between the last byte of request received by WENO System from your system and the first byte of response sent to the Data Source. Ninety-five percent of transaction responses received by WENO System from a Data Source will be delivered to your system within three (3) seconds as measured between the last byte of last response received by WENO System from any Data Source and the first byte of response sent to your system. WENO measures and reports this service level on your dashboard.

Technical Support will be available seven (7) days a week, twenty-four (24) hours a day. An initial response to a problem report will be provided within twenty-four (24) hours or less. A help desk will be staffed with qualified personnel during the hours of 8:00 a.m. through 5:00 p.m. Central Standard Time, Monday through Friday, excluding holidays. WENO will log and track all problem calls and will respond according to the severity levels as set forth below:

Severity Level	Response	Description	Example
Severity 1 (Critical)	On-going (24 hour) commitment of resources with hourly updates.	Business operations cannot reasonably continue.	Server not responding.
Severity 2 (High Priority)	Focused resolution with regular updates.	An impairment that is circumvent-able; impact on production is measurable; work-around exists but is not viable for long-term.	Partial system functionality.

Severity 3 (Standard)	Reasonable focus with weekly updates, or upon request.	A non-service affecting issue.	An informational ticket or new service request.
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Disclaimer of Warranties

THE APIS, SITES, AND OTHER WENO PRODUCTS OR SERVICES (“ALL SERVICES”) ARE PROVIDED ON AN “AS IS” BASIS. WE SPECIFICALLY DISCLAIM, WITH RESPECT TO ALL SERVICES, SOFTWARE, CONTENT OR PRODUCTS PROVIDED BY OR ON BEHALF OF US IN CONNECTION WITH THE AGREEMENT. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; (B) THAT ALL SERVICES WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR; AND (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL SUCH WARRANTIES.

Limitation of Liability

WHILE WE LABOR TO MAKE OUR SYSTEMS AND PROCESSES SECURE, ERROR-FREE, AND EFFICIENT, WE CANNOT GUARANTEE THAT THEY WILL BE, AND WE WILL HAVE NO LIABILITY ARISING FROM SYSTEM OR PROCESS FAILURES, INTERRUPTIONS, INACCURACIES, ERRORS OR LATENCIES. YOU ACKNOWLEDGE AND AGREE THAT WENO CANNOT GUARANTEE THAT YOUR COMMUNICATION AND INFORMATION WILL BE PROTECTED FROM THEFT OR MISUSE OR THAT OTHER REGISTERED USERS WILL COMPLY WITH OUR PROHIBITED ACTIVITIES AND CONTENT USAGE RULES APPLICABLE IN CONNECTION WITH THE USE OF ALL SERVICES, AND WENO WILL HAVE NO LIABILITY ARISING FROM A FAILURE OF ANY SYSTEM OR PROCESS FAILURE, INTERRUPTIONS, INACCURACIES, ERRORS, LATENCIES, OR OF ANY REGISTERED USER’S UNWILLINGNESS TO COMPLY WITH ANY OF OUR REQUIREMENTS. WE WILL IN NO EVENT BE LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR RELIANCE DAMAGES ARISING FROM OR IN RELATIONS TO THE AGREEMENT, OR FOR ANY EQUITABLE REMEDY OF DISGORGEMENT OR OTHERWISE, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. IF A JURISDICTION DOES NOT PERMIT THIS EXCLUSION OF LIABILITY AND IF THE ABOVE LIMITATION ON LIABILITY DOES NOT APPLY TO YOU, THEN YOU AGREE THAT IN NO EVENT WILL OUR TOTAL CUMULATIVE LIABILITY UNDER THE AGREEMENT EXCEED ONE UNITED STATES DOLLAR (\$1.00). This section survives the termination of the Agreement.

Force Majeure

WENO will not be liable or deemed in default for failure to fulfill any obligation under the Agreement due to causes beyond its reasonable control, including but not limited to, acts of God or of the public enemy, acts of the any Government in either its sovereign or contractual capacity, denial-of-service attacks, insurrection, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, electrical power failures, telecommunication or internet backbone outages, failure of an internet access provider or other similar causes beyond WENO’s control, and WENO shall not be liable for losses, expenses or damages, ordinary, special or consequential, resulting directly or indirectly from such causes.

Governing Law

The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Texas, in the United States of America, without reference to its conflicts of laws and principles.

Arbitration

In the event the Parties are not able to resolve any dispute between them arising out of or concerning the Agreement, or any provision hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the Parties, in San Antonio, Texas or a location mutually agreed upon by the Parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arise out of or concern the Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorney's fees. The Parties agree to arbitrate all disputes and claims in regard to the Agreement or any disputes arising as a result of the Agreement. The Parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the arbitrator. This section will survive the termination of the Agreement.

Class Action Waiver

Any arbitration under the Agreement will take place on an individual Account basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE, AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and WENO agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. This section will survive the termination of the Agreement.

Statute of Limitations

You agree that any claim or cause of action arising out of the Agreement or Other Agreements must be filed within one year after such claim or cause of action arose or be forever abated, regardless of any statute or law to the contrary.

Indemnification

You agree to indemnify, defend, and hold harmless WENO and its affiliates, officers, directors, employees, contractors, and licensors from any demands, claims, damages, liabilities, expenses, or harms (including attorney fees) arising out of your inability to use the WENO Services, any End User posting or transaction made by you, your violation of the Agreement, or your violation of any rights of a third party, or your violation of an Applicable Law. You will not settle any indemnified claim without our written consent. WENO reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with WENO in asserting any available defenses. This section will survive the termination of the Agreement.

Severability

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If any part of the Agreement shall be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of the Agreement notwithstanding the part or parts found to be void or unenforceable as long as the commercial goals of the Agreement may be reasonably met. The failure of WENO to enforce any provision of the Agreement will not constitute a waiver of WENO's rights to subsequently enforce the provision. Your failure to enforce any provision of the Agreement will not constitute a waiver of your rights to subsequently enforce the provision. This section will survive Termination of this Agreement.

Non-Exclusive

You agree that the Agreement is non-exclusive and you acknowledge that WENO may develop Services or products that may be similar or compete with your API Clients or any other product or Services.

Headings

The heading of any section or subsection contained in this Agreement is for convenience only and shall not be deemed a part of this Agreement or a representation as to the contents of the same.

Language

Any version of this Agreement in a language other than English is provided solely for convenience and the English language version will control if there is any conflict.

Entire Agreement

This Agreement, and all documents referenced herein, are the Parties entire Agreement relating to its subject and will supersede any prior or contemporaneous agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

WENO DICTIONARY

THIS WENO DICTIONARY (the "Dictionary") is made part of by reference to any underlying Agreement by and between WENO and you. The following definitions apply if they are not defined elsewhere in any underlying Agreement.

WENO Dictionary	
Term	Meaning
2FA	Two factor authentication
Account	A registered account on the Site where you manage and use the Services. An account can be registered in a live or testing environment.
Account User	Any individual or entity that you authorize to access your Account and use the functions according to permissions set by an administrator user of your Account.
Administrator User	Account owner with full permission to manage Account.
API	Application Program Interface which is a way for computers to use a WENO Service.
API Client	The computer application that consumes an API
API Client End User	The computer application's end user that consumes an API.
API Guide	The confidential instructions for developers detailing the technical and other requirements to access and use a particular WENO API in the test or live environment. The guide can be a document or on a web page.

API Partner	Means you but it does not mean that you and WENO form any type of joint venture or partnership. Each Party is an independent contractor.
Applicable Law	Means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any governmental authority that applies to the Parties or the subject matter of the Agreement.
Business Associate	As defined by HIPAA 45 CFR 160.103 which states a Business Associate means a person or entity that performs certain functions or activities that involve the use or disclosure of (“PHI”) protected health information on behalf of, or provides Services to, a Covered Entity.
BSURE™ (A WENO Service)	BSURE administers a medication reimbursement program which provides drug price transparency. The BSURE program coordinates a patient’s drug benefits from prescription drug savings programs, manufacturer coupons, and commercial insurances formularies.
Certification	API Partners go through testing in order to have access to the live production environment.
Covered Entity	As defined by HIPAA 45 CFR 160.103 which states a Covered Entity means 1) a health plan, 2) a healthcare clearinghouse, or 3) a health care provider who transmits any health information in electronic form in connection with a transaction.
Dashboard	The Site where WENO provides a web based application for you to manage your Account. WENO has a dashboard for testing and a dashboard for the live environment.
DEA	United States of America’s Drug Enforcement Agency
DEA Audit	DEA requires prescriber systems and pharmacy systems to undergo a certain type of audit in order to electronically prescribe controlled substances (“EPCS”). WENO Online has completed both types of DEA Audits so prescribers and pharmacies can participate in EPCS.
Directory or Directories	WENO’s confidential list containing transaction routing and contact details of certain WENO participants. The Directories provide information necessary for participating senders to route electronic prescriptions and related transactions and messages to participating recipients through WENO’s Services.
EHR	Electronic health record software. These are the computer software systems used by Prescribers to connect to WENO.
End Users	All of your authorized end users including your Account Users and your API Client Users.
EPCS	Electronically Prescribe Controlled Substances, where the controlled substance is a DEA scheduled II, III, IV, or V drug. Schedule I drugs are illegal.
ePrescribing (A WENO Service)	The WENO Service of electronic prescribing as defined by the US Government rules using the NCPDP currently adopted standards. WENO offers multiple APIs for ePrescribing.
eRx	Electronically prescribed prescription
HIPAA	Health Insurance Portability and Accountability Act, as amended.
Live	Production environment of an API or other WENO service.

My Drug Dealer Program	A Service WENO will soon offer. Contact us for more information.
NCPDP	National Council of Prescription Drug Program.
Site or Sites	Means any web site or online application offered by WENO to you.
Transaction	The transmission of information between a sender and a recipient to carry out financial or administrative activities related to health care.
TSO Program and the TSO APIs (A WENO Service)	A WENO Service which routes Therapeutic Standing Order details between Telemedicine prescribers and pharmacies on the WENO Online application or using the TSO APIs. Contact us for more information. If using the TSO Program, the WENO TSO Program Addendum is made part of this Agreement and will apply to you.
WENO Online (A WENO Service)	WENO's web-based application for personal and healthcare providers to use for secure messaging and ePrescribing. This application has both a DEA approved audit for prescriber and pharmacy use. The application allows EHRs to use an API for EPCS, when the EHR does not have their own DEA Approved audit.
WENO Switch (A WENO Service)	WENO's ePrescribing switch service for computer to computer connectivity. WENO offers various APIs for connecting directly to the WENO Switch for ePrescribing.
WENO Trade Secrets	All forms and types of information, including business, scientific, technical, economic, or engineering information, and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique, process, procedure, financial data, or list of actual or potential customers or suppliers whether tangible or intangible and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing.

Fee and Incentive Schedule

THIS Fee and Incentive Schedule is made part of by reference to any underlying Agreement by and between WENO and you.

Service Fee or Incentive	Price & Terms	What you get
API Sign On Fee	\$800 one-time fee due prior to Dashboard access.	Unlimited support for APIs
Drug Database	\$750/year – due prior to access.	An enhanced version of the RXTerms drug database with monthly updates. It comes with no warranties expressed or implied. It includes: <ul style="list-style-type: none"> • RxNorm CUI to populate drug code • Code to populate drug code qualifier • Drug Name, Strength & Form • Generic or Brand • Potency unit code to populate quantity • DEA Schedule codes • Drug to drug interactions • Drug ingredients for allergy alerts

		<ul style="list-style-type: none"> • And more
Switch ePrescribing fees	Net 30 days	<p>API partners send eRx messages directly to WENO’s switch for routing to recipients. EPCS NewRxs included if DEA Approved Audit is provided.</p> <p><u>EHRs (Prescriber Systems)</u> have 2 options:</p> <ol style="list-style-type: none"> 1. Pay 5 cents per NewRx message routed 2. Free - refer a WENO approved Rx discount card <p><u>Pharmacy Systems</u> pay \$0.15 each NewRxs received</p> <p><u>Prescriber Operated Pharmacies</u> pay a flat \$150 per month.</p>
WENO Online	FREE with optional upgrades	<p>This is WENO’s web based application that includes ePrescribing and secure messaging.</p> <p>Personal Accounts - FREE</p> <p>Healthcare Provider Accounts – FREE for unlimited users and locations.</p> <p>EPCS – Prescribers pay \$99 ID proofing & \$12/month paid in advance.</p> <p>For EHR Accounts (Prescriber Systems): In addition to applicable charges shown in this section, your account will incur Switch ePrescribing transaction fees. For example if you are using the WENO Online API for EPCS, your account will pay the EPCS fees and ePrescribing fees as shown for the Switch.</p>
TSO Program	See WENO TSO Program Addendum for details	<p>Telemedicine Accounts – No charge</p> <p>Pharmacy Accounts – Per TSO Standing Invoice provided by your TSO WENO representative.</p>
HIPAA Simplified	\$1000 due prior to access.	<p>Chapters are the HIPAA rules making it easy to audit and use. It comes with forms/samples. Includes orientation with a GoToMeeting and 6 months of email support. It comes as is with NO WARRANTIES expressed or implied.</p>

WENO BUSINESS ASSOCIATE ADDENDUM

THIS WENO BUSINESS ASSOCIATE ADDENDUM (“**Addendum**”) is made part of by reference to any underlying agreement by and between WENO and you if you are a covered entity or if you are a business associate. WENO is considered a business associate of covered entities according to the HIPAA rules.

The parties hereby agree as follows:

Catch-all definitions. The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Limited Data Set, Notice of Privacy Practices, Protected Health Information (“PHI”), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions.

“Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 CFR 160.103, and in reference to the Party to this Addendum.

“Covered Entity” shall generally have the same meaning as the term “Covered Entity” at 45 CFR 160.103, and in reference to the Party to this Addendum.

“HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate. Business Associate agrees to:

Not use or disclose PHI other than as permitted or required by the Agreement or as required by law;

Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of PHI other than as provided for by the Agreement;

Within twenty days, report to YOU any use or disclosure of PHI not provided for by the Agreement of which it becomes aware of, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware;

In accordance with 45 CFR 164.5029(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;

Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;

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Maintain and make available the information required to provide an Accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

Make its internal practices, books, and records, available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

Business Associate may use or disclose protected health information as necessary to perform functions, activities, or the Services set forth in the Agreement between the Parties, provided that such use or disclosure does not violate the HIPAA Rules.

Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that such disclosures are (i) Required by law, or (ii) Business Associate obtains reasonable assurances, evidenced by written contract, from the person or entity to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and the person or entity agrees to notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. All disclosures will be made in accordance with the HIPAA Rules.

Business Associate may conduct data aggregation, as that term is defined in the HIPAA Rules under 45 CFR Section 164.501.

Business Associate may use Protected Health Information to de-identify Protected Health Information in accordance with 45 CFR 164.514 of the HIPAA Rules, and Business Associate may subsequently use and disclose de-identified data unless prohibited by applicable law.

Business Associate shall use, disclose, or request Protected Health Information in a Limited Data Set if practicable. Otherwise, Business Associate shall, in the performance of its function and activities on Covered Entity's behalf, make reasonable efforts to use, disclose, or to request of a Covered Entity only the minimum Protected Health Information necessary to accomplish the intended purpose of the use, disclosure, or request when Covered Entity would be required to do so by 45 CFR 164.502(b) of the HIPAA Rules.

Covered Entity's Responsibilities to Business Associate

Covered Entity shall notify Business Associate, within 15 days, if practical, of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 64.520 of the HIPAA Rules, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

Term and Termination

Last modified on October 21, 2019

Term. The Term of this Addendum shall be effective as of the Effective Date, and shall terminate upon termination of the Agreement or on the date either Party terminates for breach as authorized in paragraph (b) of this Section, whichever is sooner.

Termination for Breach. Either party may terminate the Agreement if it reasonably determines that the other Party has breached a material provision of this Addendum. The terminating Party may exercise the right to terminate the Agreement by providing the breaching Party written notice of termination, stating the breach of the Addendum that provides the basis for the termination. If the breaching Party has not cured the breach within a reasonable time after receipt of the notice of termination, the terminating party may terminate this Agreement.

Obligations upon Termination. Upon termination of this Agreement for any reason, Business Associate shall, if feasible, return to Company or destroy all Protected Health Information. Business Associate shall complete such return or destruction as promptly as possible. If Business Associate, determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall, at its sole discretion, extend the protection of the Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

General Provisions

Conflicts. The terms and conditions of this Addendum will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of this Agreement remain in full force and effect.

Interpretation. Any ambiguity in the Addendum shall be interpreted to permit compliance with the HIPAA Rules.

Regulatory Reference. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

Governing Law. This Addendum shall be governed by and construed in accordance with the laws of the State of Texas, to the extent not preempted by federal law.

WENO TSO PROGRAM ADDENDUM

THIS WENO TSO ADDENDUM (“**TSO Addendum**”) is made part of by reference to the Agreement and to any underlying agreement by and between WENO and you if you use the TSO Program or the TSO APIs (“**TSO**”) offered by WENO. The WENO Dictionary defines the terms not otherwise defined in this TSO Program Addendum.

Responsibilities of Telemedicine Users of TSO

1. Register, and maintain in good standing, a Telemedicine account on WENO Online.
2. TSO messages can only be sent to pharmacies registered on the TSO Program. Any United States pharmacy can sign up on WENO Online for the TSO program. When the patient and prescriber elect to send a TSO, then all pharmacies registered for the TSO program should be selectable, so patient choice is not hindered. WENO provides a pharmacy directory so your application can show TSO enabled pharmacies.
3. Before your prescribers can send a TSO message, the prescriber must be registered on your WENO Online account. Each prescriber’s user account must have up to date information.
4. If your prescribers will send TSO messages through the TSO API rather than their WENO Online user interface, then the prescriber information sent on a TSO API message must match with the prescriber information as registered on your WENO Online account.
5. All TSO messages are uniquely titled. Each TSO message to the pharmacy has a pre-determined set of drug therapies the consulting pharmacist may select from. To make adjustments or add a new TSO message, you must submit a manual TSO Change Request to WENO until you see the change feature becomes available on your WENO Online interface.
6. Prior to sending any TSO message using the TSO API, you agree to always allow the prescriber the ability to view the full TSO message details, so the prescriber can made a decision to approve the TSO message or provide alternative treatments. The prescriber display can have expand and collapse options as long as the prescriber can view the full TSO message details prior to approving the TSO. The full TSO message details must include:
 - a. Patient’s choice of TSO enabled pharmacy
 - b. The title of the TSO message exactly as TSO API defines it
 - c. Note to Pharmacist exactly as TSO API defines it
 - d. Prescriber approval statement exactly as TSO API defines it
 - e. Show each drug order for each TSO title as described in the TSO API
 - i. Drug name, strength form
 - ii. Directions for use
 - iii. Quantity
 - iv. No substitutions
 - v. Refills
7. If using the TSO API, you agree not to send a TSO message unless the prescriber has approved the TSO in the place on your application where the prescriber was given the opportunity to do so.
8. If using the TSO API, you agree to provide the prescriber with the status of each TSO message, including the resulting prescriptions if applicable.

9. There are no transactional fees for Telemedicine participation in the TSO Program at this time.

Pharmacy TSO Responsibilities

1. You must register as a healthcare provider/pharmacy/with TSO privileges on WENO Online.
2. You agree to respond to each TSO on the WENO Online application, so the prescriber will know status for each TSO sent.
3. You agree to keep your pharmacy account details on WENO Online accurate.
4. You agree to have your software directly connected to WENO for ePrescribing within 60 days of beginning TSO program; or request an extension with your TSO Account Manager.
5. TSO monthly fees are set by your WENO TSO Program Representative. WENO will provide you with a TSO Standing Invoice which is due on or before the 20th of each month to be TSO active for the following month.
6. TSO monthly fees are nonrefundable.
7. To cancel the TSO service, do not pay the next month's fees. If your pharmacy fails to pay their TSO fees, your pharmacy's TSO status will be turned off effective the 1st day of the following month.
8. TSO fees are determined by your TSO Account Manager and provided in a separate WENO TSO standing invoice.
9. Fee changes are subject to the underlying Agreement.