

## API Terms of Use

These API Terms of Use (the “API Terms”), dated as of December October 24, 2020 (the “Effective Date”), are made and entered into by and between NurseContact Inc., an Indiana corporation and its affiliates (“NurseContact” or “we”), and you (“Developer” or “you”). NurseContact and Developer are sometimes referred to in the API Terms individually as a “Party” and collectively as the “Parties”. NurseContact and Developer hereby agree as follows:

### **1. AGREEMENT TO THE API TERMS.**

By registering a software application, website, or product you create or service that you offer (a “Developer Application”), you agree to be bound by the API Terms. You must read, agree to, and accept all of the terms and conditions contained in the API Terms in order to use the NurseContact API. Additionally, you agree to and accept the NurseContact Terms of Service. If you disagree with any of the terms of the API Terms or the NurseContact Terms of Service, NurseContact does not grant you a license to use the NurseContact API. If you are using the NurseContact API on behalf of a company or any other entity, you represent and warrant that you have full legal authority to register a Developer Application on behalf of that entity and bind it to the API Terms and the NurseContact Terms of Service. If you are not authorized, you may not accept the API Terms or register a Developer Application for someone else.

### **2. DEFINITIONS.**

Capitalized terms not defined in the API Terms have the meanings given to them in the NurseContact Terms of Service.

1. **NurseContact API.** A set of web-based services providing programmatic access to NurseContact systems and data, together with all updates, revisions, and copies thereof. This also includes any associated tools and documentation that NurseContact makes available under the API Terms.
2. **NurseContact Content.** Any data, content, or executables of or associated with the NurseContact API or Site Services (as defined in the NurseContact Terms of Service). This includes all NurseContact User Data.
3. **NurseContact User Data.** Any content, information, and other data about persons who use the NurseContact services received or collected by Developer through any instance of the Developer Application, the NurseContact API, or otherwise in connection with the API Terms.

### **3. DEVELOPER’S USE OF THE NURSECONTACT API.**

Developer wishes to use and access the NurseContact API in connection with the development and distribution of a Developer Application and agrees to the additional requirements herein. Developer and NurseContact hereby agree as follows:

- **Developer Registration.** Before using the NurseContact API, Developer must provide accurate information identifying its organization and the individual representative who will serve as a point of contact for NurseContact. The registration may be completed and accepted by NurseContact on the Site. Upon successful registration, NurseContact shall make Access Credentials available to Developer. “Access Credentials” means the necessary security keys,

secrets, tokens, and other credentials to access the NurseContact API. All activities that occur using your Access Credentials are your responsibility. Access Credentials are specific to you and are confidential information. Keep them secret. You must not sell, transfer, or sublicense the Access Credentials. Do not try to circumvent them and do not require your users, employees, contractors, or agents to obtain their own Access Credentials to build, maintain, or use the Developer Application. Developer itself must request any Access Credentials to be used by any employee, contractor, or agent of Developer.

- **Development of the Developer Application.** Subject to the terms of these Terms of Use, Developer will develop one or more Developer Applications. Developer will ensure that all Developer Applications are and remain in compliance with the API Terms and the NurseContact Terms of Service.
  - **Permitted Uses of the NurseContact API.** Your use of the NurseContact API is limited to the purpose of facilitating your own or your Users' use of the NurseContact Site and Site Services. Some examples of permitted uses of the NurseContact API would be to create Applications that:
    - Allow NurseContact Users to search for and browse NurseContact job postings with a customized interface;
    - Allow NurseContact Users to manage active contracts;
    - Allow NurseContact Users to apply to jobs on NurseContact; or
    - Allow NurseContact Users to manage invoices, billing, and communications on NurseContact.
  - **Prohibited Uses of the NurseContact API.** Developer must never do any of the following:
    - Use the NurseContact API in any Developer Application that includes adult content, promotes gambling, involves the sale of tobacco or alcohol to persons under 21 years of age, promotes or offers malicious code, or violates any applicable law or regulation.
    - Use the NurseContact API to retrieve NurseContact Content that is then aggregated with third-party search results in such a way that a user cannot attribute the NurseContact Content to NurseContact (such as aggregated search results).
    - Distribute or allow access to the NurseContact API to anyone other than the entity on whose behalf Developer agreed to these Terms, or create an application programming interface that enables access to NurseContact Content
  - **Prohibited Uses/Functions of Developer Application.** Developer and the Developer Application must not do the following:
    - Implement features or business practices that unlawfully harm the professional reputation or relationships of NurseContact or NurseContact users.
    - Use NurseContact Content received from the NurseContact API in any manner that facilitates bias, discrimination, or data "redlining," whether intentional or inadvertent, based on sensitive or protected categories or characteristics.

- Impersonate NurseContact or a NurseContact user or intentionally misrepresent NurseContact or any NurseContact user or other third party when requesting or publishing information.
- Obfuscate or hide any NurseContact buttons, sign-in functionality, or consent or authorization flows from your users.
- Proxy, request, or use NurseContact account user names or passwords in any fashion for any reason.
- Request from the NurseContact API more than the minimum data fields and application permissions the Developer Application needs.
- Try to exceed or circumvent limitations on calls and use. This includes creating multiple Developer Applications for identical, or largely similar, purposes.
- Download, scrape, post, or transmit, in any form or by any means, any part of the Site or Site Services, including data retrieved by web browser plugins.
- Copy, reformat, reverse-engineer, or otherwise modify the NurseContact API, Access Credentials, the Site, the Site Services, or any NurseContact Content.
- Promote or operate any product or service that competes with the NurseContact Site Services.
- Interfere with or disrupt NurseContact services, NurseContact servers or networks connected to NurseContact services, or disobey any requirements, procedures, policies or regulations of networks connected to the NurseContact Site or Site Services.
- Engage in any conduct that fails to comply with, or is otherwise inconsistent with, any agreement between Developer and NurseContact or any written instructions provided by NurseContact.

#### **4. API LICENSE**

- **Using the NurseContact API.** As part of the API Terms, NurseContact grants you a non-exclusive, non-transferable, and non-sublicensable (except as expressly permitted herein) license to use the NurseContact API solely to do the following and subject to the restrictions set forth in the API Terms:
  - Enable your Application to interact with NurseContact’s databases to retrieve information necessary to facilitate your own or Your Users’ use of the Site and Site Services through your Application;
  - Make limited intermediate copies of NurseContact Content only as necessary to perform activity permitted under the API Terms. You must delete all intermediate copies when they are no longer required for the purpose for which they were created;
  - Rearrange or reorganize NurseContact Content within your Application; and
  - Display in your Application NurseContact Content consistent with this Agreement.
- **Access Credentials.** NurseContact will provide you with Access Credentials that permit you to access the NurseContact API. The Access Credentials are the property of NurseContact and may

be revoked if you share them with any third party (other than as allowed in the API Terms), if they are compromised, if you violate the API Terms or the NurseContact Terms of Service, or if NurseContact terminates the API Terms.

- **API Call Limitations.** The number of API calls you will permitted to make during any given time period may be limited. NurseContact will determine call limits based on various factors, including the ways your Application may be used or the anticipated volume of use associated with your Application. NurseContact may, in its sole discretion, charge you for API calls that exceed the call limits or terminate your access to the NurseContact API in accordance with Section 17 (Suspension and Termination). Unused calls will not roll over to the next day or month, as applicable.

## **5. CERTIFICATION**

At its discretion, NurseContact may require or offer Certification for certain Applications. Certification will consist of confirmation by NurseContact or a third party it designates that your Application's technology complies with the API Terms and the NurseContact Terms of Service. You will be responsible for all costs associated with certification and any modifications necessary to meet the certification requirements and you may not be permitted to access the NurseContact API in certain cases until certification is complete. At NurseContact's discretion, future modifications of your Application or use or display of NurseContact Content may be subject to re-certification. If NurseContact requires certification, your failure to maintain certification is cause for immediate termination of the API Terms.

## **6. DATA USE**

- **Obligations to NurseContact.** Developer may only use, disclose, and otherwise process NurseContact User Data in accordance with the written instructions of NurseContact and applicable laws, rules and regulations.
- **Prohibited Uses.** Developer will not:
  - Use NurseContact Content for any purpose except to the extent necessary for (1) the purpose of processing and supporting a specific transaction for the applicable NurseContact user or (2) the purpose of providing services to NurseContact.
  - Use NurseContact Content for any research or publication purpose without prior written consent and a license from NurseContact to research or publish, as applicable, NurseContact Content.
  - Use NurseContact Content for any other purpose (e.g., for Developer's own benefit or for the benefit of any other entity or person).
  - Use NurseContact Content for user profiling purposes or for advertising purposes.
  - Sell, lease, sublicense, or otherwise transfer, directly or indirectly, NurseContact Content to any third party.
  - Augment, commingle, or supplement NurseContact Content with personally identifiable or confidential information (including any mobile device identifier or other unique identifier that identifies any particular user, browser, computer or device) from any third-party source.

- Use the user identification or authentication codes connected to any NurseContact user to disclose information related to that user to any third party.

## **7. DATA STORAGE.**

Except as provided in the API Terms, Developer may not copy or store any NurseContact Content, or any information expressed by or representing NurseContact Content (such as hashed or otherwise transformed data).

- **Authentication Tokens.** Developer may store any Developer Application-specific alphanumeric user identification codes that NurseContact provides to Developer for identifying individual users of the Developer Application or any tokens that NurseContact provides to Developer when a NurseContact user authenticates the Developer Application for the NurseContact user's account.
- **Cached Content.** Solely for the purpose of improving user experience, Developer may cache NurseContact Content for no more than twenty-four (24) hours.
- **Deletion.** Developer must promptly and securely delete all NurseContact User Data collected from NurseContact users upon request of the NurseContact user, when the NurseContact user deactivates or uninstalls the Developer Application, when the NurseContact user closes their account with Developer, and before, when possible, or promptly upon termination of the API Terms. Developer will promptly and securely delete all NurseContact Content after completion of all activities reasonably necessary to operate or maintain the Developer Application and upon termination of the API Terms.

## **8. USER CONSENT AND AGREEMENT**

- **User Agreement and Privacy Policy.** The Developer Application must include your own user agreement and privacy policy. Your user agreement and privacy policy must be prominently identified or located where members download or access the Development Application. Your privacy policy must meet applicable legal standards and accurately describe the collection, use, storage and sharing of data. You must promptly notify us of any breaches of your user agreement or privacy policy that impact or may impact NurseContact users.
- **User Consent.** Before obtaining information from NurseContact users, you must obtain their informed consent by telling them what information you collect and how it will be used, stored or shared, and by taking any additional steps required by law or regulation.

## **9. DATA SAFEGUARDS**

Developer will protect NurseContact User Data in accordance with all applicable laws. Your network, operating system, and software of your web servers, databases, and computer systems (collectively "Systems") must be properly configured to securely operate the Developer Application and NurseContact User Data. The Developer Application must use reasonable security measures to protect any NurseContact User Data and any elements or components of the NurseContact API. You shall not architect, design, or select Systems in a manner to avoid these obligations. You must promptly report to NurseContact at [info@NurseContact.com](mailto:info@NurseContact.com) any security deficiencies in, or intrusions into, your Systems

that you discover to NurseContact. You will work with NurseContact to correct any security deficiency and disconnect any intrusions or intruders as soon as practicable upon discovery of any such deficiency or intrusion. In the event of any security deficiency or intrusion involving the Developer Application or NurseContact User Data, you will make no public statements without prior written and express permission from NurseContact in each instance, unless otherwise required by law.

#### **10. ACCESS TO THE NURSECONTACT API**

Subject to the API Terms, NurseContact may, in its sole discretion, make specific instances or versions of the NurseContact API available to Developer for use in connection with Developer Applications. NurseContact may terminate such access to the NurseContact API, in whole or certain features, functions, or services thereof, for convenience, at any time. The NurseContact API will be deemed to be a part of the Site Services as set forth in the NurseContact Terms of Service.

#### **11. NURSECONTACT API SUPPORT AND CHANGES**

NurseContact may provide technical support, upgrades, or modifications of the NurseContact API in NurseContact's sole discretion. NurseContact may cease providing technical support, upgrades, or modifications of the NurseContact API at any time and for any reason without notice or liability to Developer. NurseContact may release new versions of the NurseContact API and require Developer to use the new version of the NurseContact API. Developer's use of new releases or versions of the NurseContact API will be acceptance of all modifications of the NurseContact API.

#### **12. INTELLECTUAL PROPERTY**

- **NurseContact Materials.** NurseContact owns all rights, title, and interest, including all intellectual property rights, in and to, the NurseContact API; all elements, components, and executables of the NurseContact API; and all elements, components, and executables of the Site Services (collectively, the "NurseContact Materials"). The only exception to this is any information or Content which you as a NurseContact user have licensed to NurseContact under the NurseContact Terms of Service. Except for the express licenses granted in the API Terms, NurseContact does not grant you any right, title, or interest in the NurseContact Materials. Developer agrees to take such actions as NurseContact may reasonably request to perfect NurseContact's rights to the NurseContact Materials.
- **Developer Property.** Except to the extent the Developer Application contains NurseContact Materials, NurseContact claims no ownership or control over your Developer Application. During the term of the API Terms you hereby grant NurseContact a paid-up, royalty-free, non-exclusive, worldwide, irrevocable right and license, under all of your intellectual property rights, to: (1) use, perform, and display the Developer Application and its content for purposes of marketing, demonstrating, and making the Developer Application available to NurseContact users; (2) link to and direct NurseContact users to the Developer Application; and (3) sublicense the foregoing rights to our affiliates.

- **Feedback.** Developer may, but is not required to, provide suggestions, comments, ideas, or know-how, in any form, to NurseContact related to NurseContact products, services or technology (“Feedback”). To the extent Developer provides Feedback to NurseContact, Developer grants NurseContact the right to use such Feedback without any right to compensation from NurseContact.

### **13. INDEPENDENT DEVELOPMENT BY NURSECONTACT**

Developer understands and acknowledges that NurseContact may be independently creating applications, content, and other products or services that may be similar to or competitive with the Developer Application. Nothing in the API Terms will be construed as restricting or preventing NurseContact from creating and fully exploiting any applications, content, and other products or services, without any obligation to Developer. This paragraph will survive the termination or expiration of the API Terms.

### **14. CONFIDENTIAL INFORMATION**

Developer agrees that the content of the NurseContact API, and any NurseContact Content that by its nature should reasonably be known to be confidential, is deemed to be confidential information of NurseContact and Developer will maintain the same in strict confidence and not disclose the same to any third party (other than employees, agents and contractors of Developer for the sole purpose of providing services to Developer to complete work permitted hereunder) or use the same for any purpose other than its performance under the Agreement. To the extent that you retain any NurseContact Content after the termination or expiration of the API Terms, this paragraph will survive the termination or expiration of the API Terms.

### **15. EFFECT**

The provisions of the API Terms will control over any inconsistent provisions of the NurseContact Terms of Service, and the NurseContact Terms of Service, as modified and supplemented by the API Terms, will remain in full force and effect. Any “shrink wrap” or “click wrap” license agreement or any other terms and conditions associated with Developer’s Application is null and void, is not applicable hereunder, and is expressly excluded.

### **16. FEES**

NurseContact currently provides the NurseContact API without charge. However, NurseContact reserves the right, at NurseContact’s sole discretion, to charge fees for future use of or access to the NurseContact API. Developer may not charge any fee to NurseContact users for the Developer’s Application without the express written permission or agreement of NurseContact.

### **17. TERM AND TERMINATION.**

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

- **Developer’s Termination Rights.** Developer may terminate the API Terms by discontinuing use of the NurseContact API and returning all NurseContact Content, including NurseContact User Data.
- **Suspension and Termination.** NurseContact may suspend or terminate Developer’s use of the NurseContact API at any time if we believe you have violated the API Terms or NurseContact Terms of Service, or if we believe the availability of the NurseContact API in the Developer Application is not in our or our users’ best interests. Immediately upon termination of the API Terms, all licenses granted to Developer will cease and all data retrieved from the NurseContact API or Site Services must be deleted.
- **Effect of Termination.** Upon termination of these Terms:
  - all rights and licenses granted to Developer will terminate immediately;
  - Developer will promptly and securely destroy NurseContact Content in your possession or control;
  - neither party is liable to the other party solely because the API Terms have been terminated;
  - unless we agree otherwise in writing or as stated explicitly in the API Terms, Developer must permanently delete all NurseContact Content and NurseContact User Data or other data which you stored pursuant to your use of the NurseContact API. NurseContact may require that you certify in writing your compliance with this section; and
  - NurseContact will make commercially reasonable efforts to remove all references and links to the Developer Application from the Site (NurseContact has no other obligation to delete copies of, references to, or links to the Developer Application).

## **18. WARRANTIES AND LIABILITIES**

- **Disclaimer of Warranties.** NURSECONTACT PROVIDES THE NURSECONTACT API, NURSECONTACT CONTENT, AND ALL OTHER INFORMATION AND SERVICES ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH NO WARRANTIES, EITHER EXPRESS OR IMPLIED, OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, NURSECONTACT DISCLAIMS 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. NURSECONTACT DOES NOT GUARANTEE THAT THE NURSECONTACT API WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE NURSECONTACT API MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. NURSECONTACT DISCLAIMS ALL LIABILITY FOR DAMAGES CAUSED BY ANY SUCH INTERRUPTION OR ERRORS IN FUNCTIONING. FURTHERMORE, NURSECONTACT DISCLAIMS ALL LIABILITY FOR ANY MALFUNCTIONING, IMPOSSIBILITY OF ACCESS, OR POOR USE CONDITIONS OF THE NURSECONTACT API DUE TO INAPPROPRIATE EQUIPMENT, DISTURBANCES RELATED TO INTERNET SERVICE PROVIDERS, TO THE SATURATION OF THE INTERNET NETWORK, AND FOR ANY OTHER REASON.



- **Limitations of Liability.** NURSECONTACT AND OUR EMPLOYEES, AGENTS, SHAREHOLDERS, OR DIRECTORS, SHALL NOT BE 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 THE NURSECONTACT API. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF WHETHER (i) YOU BASE YOUR CLAIM ON CONTRACT, TORT, STATUTE, OR ANY OTHER LEGAL THEORY, (ii) WE KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES, OR (iii) THE LIMITED REMEDIES PROVIDED IN THIS SECTION FAIL OF THEIR ESSENTIAL PURPOSE. THIS LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY DAMAGE THAT NURSECONTACT MAY CAUSE YOU INTENTIONALLY OR KNOWINGLY IN VIOLATION OF THE API TERMS OR APPLICABLE LAW.
- **Indemnification.** You will defend, hold harmless, and indemnify NurseContact (and our and their respective employees, agents, 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: (i) your breach of your obligations herein; or (ii) the violation of any copyright, trademark, service mark, trade secret or United States patent by the Developer Application.

## **19. GENERAL**

- **Relationship of the Parties.** The parties are agreeing to the API Terms as independent contractors, and the API Terms will not be construed to create a partnership, joint venture or employment relationship between them. Neither party is authorized to or will represent itself to be an employee or agent of the other or enter into any agreement on the other's behalf of or in the other's name.
- **Assignability.** You may not assign the API Terms, nor any of your rights or obligations hereunder, without NurseContact's prior written consent. NurseContact may freely assign the API Terms without your consent. Any attempted assignment or transfer in violation of this section will be null and void. Subject to the foregoing restrictions, the API Terms will inure to the benefit of successors and permitted assigns of the parties.
- **Severability.** If and to the extent any provision of the API Terms is held illegal, invalid, or unenforceable in whole or in part under applicable law, such provision or such portion thereof shall be ineffective as to the jurisdiction in which it is illegal, invalid, or unenforceable to the extent of its illegality, invalidity, or unenforceability, and shall be deemed modified to the extent necessary to conform to applicable law so as to give the maximum effect to the intent of the parties. The illegality, invalidity, or enforceability of such provision in that jurisdiction shall not in any way affect the legality, validity, or enforceability of such provision in any other jurisdiction or of any other provision in any jurisdiction.
- **Choice of Law and Venue.** The API Terms and any controversy, dispute or claim arising out of or relating to the API Terms shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of law provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). With respect to any User located outside the United States, the User agrees that the California state courts of Santa Clara County (or, if there is federal jurisdiction, the United States District Court for the Northern District of California) will have jurisdiction and venue with respect to any claim arising out of or relating to the API Terms and consents to the personal jurisdiction and venue of those courts.

- **No Waiver.** The failure or delay of either party to exercise or enforce any right or claim does not constitute a waiver of such right or claim and shall in no way affect that party's right to later enforce or exercise it, unless such party issues an express written waiver, signed by a duly authorized representative of each party.
- **Miscellaneous.** The API Terms set forth the entire agreement and understanding of the parties relating to their subject matter and cancel and supersede any prior or contemporaneous discussions, agreements, representations, warranties, and other communications between them. No modification or amendment to the API Terms shall be binding upon NurseContact unless in a written instrument signed by a duly authorized representative of NurseContact.