

HealthStream Developer Portal Terms and Conditions

Last Updated June 8, 2022

Welcome to the HealthStream Developer Portal (“Portal”) provided by HealthStream, Inc. (“HealthStream,” “us” or “we”). These HealthStream Developer Portal Terms and Conditions (“Terms”) outline your rights and responsibilities when using the Portal or our APIs, API SDKs, app keys, access tokens, or any related developer webpages and documentation (collectively, the “Portal Tools”) in any manner. All references to the Portal include, without limitation, the Portal Tools. Sometimes we make changes to the Portal or these Terms. When that happens, we will update this page and you will be bound by those changes going forward.

All of these Terms make up your contract to use the Portal. When you have finished reading, click to accept these Terms and start using the Portal! If you have any questions about these or would like to express concerns, you can contact us at apisupport@healthstream.com.

1. Acceptance

- **Your use of the Portal is your consent to these Terms, our [Terms of Use](#), and our [Privacy Policy](#).**
- **Additional terms may apply to some of our APIs.**

By clicking “I Accept” or a similar affirmation as it appears below or accessing or using the Portal in any manner, you agree to these Terms in their entirety. If at any time you do not agree with any part of these Terms, you must immediately terminate all use of the Portal and Portal Tools. If you are accessing the Portal on behalf of an organization, you are agreeing to these Terms for that organization and declaring that you have the authority to bind that organization to these Terms. In that case, “you” and “your” will refer to that organization.

Additional, separate notices and agreements may apply to your use of the Portal or certain APIs offered through the Portal, each of which is considered part of these Terms. For example, we may offer API documentation, policies, or guidelines for the Portal or for certain APIs. Your use of the Portal or those APIs is your agreement to be bound by the applicable additional terms. We may limit access to specific APIs or Portal features, in our sole discretion. If there is a conflict between these Terms and the additional terms, the additional terms apply for that conflict.

2. Registration

- **You must register to use the Portal.**
- **Only your Administrator and Authorized Users may access your Portal Account.**

To use the Portal, your organization must register for a portal account (a “Portal Account”) managed by an administrator (“Administrator”). If any developers, technology leads, or other authorized users will access your Portal Account (“Authorized User”), then each Authorized User must have their own login credentials and agree to these Terms. The Administrator for the Portal Account will have administrator level access to the Portal and each Authorized User will have limited access to the Portal and your Portal Account as determined by the administrator or by HealthStream. Administrators must restrict access to the Portal Account solely to Authorized Users. Administrators and each Authorized User will register with their username and password, email address or other identifier as determined by HealthStream, and the name of the organization that employs you or that you represent, if applicable, to gain access to the Portal Account. Your login credentials are for your personal use only and should be kept confidential. You agree to notify us immediately of any unauthorized use of your password or Portal Account or any other

breach of security. You, and not HealthStream, are responsible for any use or misuse of your login credentials and all activities occurring under your Portal Account.

3. Fees

- **The Portal is offered for free, but some APIs may incur a fee.**
- **You are responsible for your own costs using the Portal.**

The Portal is offered to you free of charge, except that HealthStream reserves the right to charge a fee or fees if you use certain APIs. Any fees or costs will be billed to you for payment. You are responsible for paying all fees you incur through your use of the Portal as set forth in Section 7 of the Terms of Use. You are solely responsible for all costs and expenses related to your use of the Portal, including the development of any applications, APIs, content, or software, as applicable. HealthStream will not reimburse you for any costs or expenses.

4. License Grant

- **You have a limited license to use the Portal.**
- **We retain ownership and all other intellectual property rights in the Portal.**

Subject to these Terms, HealthStream grants you a limited, worldwide, non-exclusive, revocable, non-transferable, non-sublicensable and personal license to access and use the Portal and the Portal Tools. All rights not expressly granted herein are reserved by HealthStream. Without limiting the foregoing, you may not: (i) commercialize the Portal or any Services offered by HealthStream; (ii) grant access to the Portal to any third party (not including your Authorized Users); or (iii) otherwise redistribute, create derivative works of, or sublicense, or otherwise redistribute the Portal, in any manner. HealthStream reserves the right to change the Portal at any time without notice and future versions may not be compatible with prior versions.

5. Acceptable Use Standards

- **You will only use the Portal for Permitted Uses.**
- **You may not submit inappropriate material to the Portal.**
- **You are responsible for your use of other platforms and your Application users.**
- **You will not engage in any Prohibited Uses.**

a. Permitted Uses. You are only permitted to use the Portal (i) to develop, test, and support an application or software that you develop in connection with the Portal to interface with any Services (as defined in our Terms of Use) we offer or data in HealthStream (your “Application”); (ii) to allow end users to use your Application; and (iii) in compliance with these Terms and applicable laws. HealthStream cannot and will not be responsible for your use of the Portal in an unlawful manner.

b. Community Pages. While using any Portal-related community pages and/or posts (“Community Pages”), you agree that you will: (i) be courteous and respectful of others; (ii) keep your posts relevant to the Portal and our Services; (iii) act responsibly to protect HealthStream’s, any third-party’s, yours and your company’s private and confidential information; and (iv) remember that it is possible that information appearing on Community Pages could be incorrect, incomplete, unclear or misleading.

c. Your Submissions. You agree to not upload, post, or transmit or distribute information through the Portal or any Community Page that may: (i) contain confidential

information; (ii) be false, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, illegal or otherwise objectionable or injurious to third parties; (iii) constitute or encourage conduct that is unlawful or would constitute a criminal offense, give rise to civil liability or otherwise violate any law; (iv) violate, misappropriate or infringe any intellectual property rights or other rights of any third party; (v) constitute advertising, junk mail, spam, chain letters, or any other form of unauthorized solicitation; (vi) contain viruses, trojans, worms, logic bombs or other material that is malicious or technologically harmful or would constitute a denial-of-service attack or a distributed denial-of service attack; or (vii) otherwise violate HealthStream's Privacy Policy or any terms and conditions of use for our Services. Material supplied by users of the Portal is the sole responsibility of the person originating the material and HealthStream does not control or monitor, and disclaims all liability for, such material.

d. Other Platforms and Application Users. You are fully responsible for any dealings with the platforms and operating systems you use in conjunction with your Applications and all users of your Application. We have no obligation to provide support to users for your Applications. You must not state or imply any endorsement by HealthStream, or make any representations about HealthStream in any manner, without our prior written permission.

e. Prohibited Uses. Except as permitted under these Terms, you represent and warrant that you will not, and shall not permit any other person to:

- i. violate or encourage or facilitate the violation of these Terms;
- ii. mislead, confuse, or surprise Application users;
- iii. use the Portal or any API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law;
- iv. use the Portal or any API for the purposes of: (i) benchmarking or competitive analysis; (ii) developing, using or providing a competing software product or service; or (iii) any other purpose that is to our detriment or commercial disadvantage;
- v. knowingly use the Portal or any API in any manner or for any purpose that creates outcomes or determinations that favor or disfavor groups or individuals on the basis of race, color, national origin, religion, sex, sexual orientation, familial status, disability, or any protected classification under applicable law, regulation, or policy;
- vi. use the Portal or any API in or in connection with the design, construction, maintenance, operation or use of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure could lead to personal injury or severe physical or property damage;
- vii. upload real or confidential data to the test environment or modify data within the test environment to reflect real persons or transactions;
- viii. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Portal or API(s) on the internet or any time-sharing, service bureau, software as a service, cloud or other technology or service;

- ix. modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Portal or any API;
- x. reverse engineer, disassemble, decompile, decode, or adapt the Portal or our API(s), or otherwise attempt to derive or gain access to the source code of the Portal or hosted API(s), in whole or in part, nor permit any third party to do so;
- xi. remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms of the documentation, warranties, disclaimers, or intellectual property rights, proprietary rights or other symbols, notices, marks, or serial numbers on or relating to the Portal or API(s); or
- xii. use, display, mirror or frame (including in meta-tags or hidden text) HealthStream websites, or any individual element of HealthStream websites, HealthStream's name, trademarks, logos or other proprietary information, or the layout and design of any page or form contained on a page, without HealthStream's express written consent;
- xiii. distribute, bypass, or breach any security device or protection used for or contained on or in the Portal or any API.

6. HealthStream APIs

- **You agree to these do's and don'ts for using HealthStream APIs.**

- a. You must:

- i. keep our APIs confidential, and never share HealthStream APIs with anyone outside of your organization's employees, contractors, or authorized agents;
 - ii. use our APIs only as part of Services offered by HealthStream and only as permitted by HealthStream, these Terms and our Terms of Use; and
 - iii. immediately contact HealthStream if you suspect one of our APIs or any component thereof has been lost, stolen, compromised, or accessed by an unauthorized party.

- b. You may not:

- i. use our APIs or any information accessed or obtained using our APIs, for the purpose of migrating users away from one or more of HealthStream's Services, except as expressly permitted by HealthStream pursuant to a duly executed written agreement;
 - ii. scrape, build databases or otherwise create copies of any data accessed or obtained using our APIs, except as necessary to enable a usage functionality for your Application as intended by HealthStream;
 - iii. request from the HealthStream APIs more than the minimum amount of data, or more than the minimum permissions to the types of data, that your Application needs for users to use a functionality of your Application as intended by HealthStream;
 - iv. use an unreasonable amount of bandwidth, or adversely impact the stability of our APIs or the behavior of other applications using our APIs;
 - v. attempt to circumvent the limitations we set on your use of the HealthStream APIs (e.g., limiting the number of API requests that you may make or the number of users you may serve), in our sole discretion;

- vi. use our APIs in any manner that works around any technical limitations of our APIs or of the accessed Services;
- vii. use or transfer any data accessed or obtained using our APIs for direct marketing purposes (e.g., targeting ads or serving ads);
- viii. make your Application available for use in a manner that circumvents the need for users to obtain a valid subscription or purchase of our Services;
- ix. falsify or alter any unique referral identifier in, or assigned to an Application, or otherwise obscure or alter the source of queries coming from an Application to hide a violation of these Terms; or
- x. use our APIs or allow any user to use the Application in a way that violates applicable law, these Terms, or HealthStream policies or in a way that could create, in our sole discretion and judgment, an unreasonable risk to users from a security or privacy perspective.

7. Use Limitations

- **We may limit your API calls and/or monitor Portal use.**
- **We try to make the Portal available 24/7, but it may be unavailable at times.**
- **We may review or change the Portal. No support or upgrades are guaranteed.**

We may limit the number of calls accepted by any of our APIs if we believe that the number of calls to the API may negatively impact the API, our Services, or other Portal users. HealthStream may monitor and/or audit your use of the Portal. You will not seek to block or otherwise interfere with our monitoring or audit, and we may use technical means to overcome any methods you may use to block or interfere with such monitoring or audit. We may sometimes review the Portal (including Portal Tools and how the Portal and other HealthStream Services are being accessed and used), but you acknowledge that we have no obligation to do so. We are not responsible for files, user posts on our forums or elsewhere, or any other information accessible through the Portal.

HealthStream has no responsibility for providing you with any support, updates, upgrades, or other enhancements for the Portal or our API(s), and that we are under no obligation to create any updates, upgrades, or enhancements to the Portal or HealthStream API(s). The Portal is a work in progress and will continue to change over time. We reserve the right to change the Portal (including the Portal Tools) from time to time.

HealthStream will use commercially reasonable efforts to make the Portal available 24/7, but you acknowledge and agree that there will be times when the Portal will not be available. Services access for the Portal shall comply with Section 10 of the Terms of Use.

8. Administrator Responsibilities

- **Administrators are responsible for Authorized User provisioning and deprovisioning, and all Authorized User activity on the Portal.**

This section applies to you if you are an Administrator of your Portal Account. You are responsible for controlling whom you allow to become an Authorized User, as well as provisioning and deprovisioning Authorized User access to the Portal. This includes, without limitation, granting and maintaining Authorized User access to your Portal Account and, upon change of duties or

circumstances or termination of an Authorized User from their position or role with your company, revoking access to the Portal.

You are responsible for the activities of your Authorized Users, even if those Authorized Users are not from your organization. Without limiting the generality of the foregoing, as an Administrator you are responsible for: (i) any and all actions by your Authorized Users in connection with the Portal; (ii) the content and data transmitted to or from the Portal by you or any Authorized User; (iii) ensuring that each Authorized User associated with the applicable Portal Account is supervised and trained to ensure the proper use of the Portal; and (iv) ensuring that all of your Authorized Users agree to and comply with these Terms in their entirety. You will be liable for any and all misuse of the Portal or breach of these Terms by your Authorized Users or using the login credentials of your Authorized Users, including without limitation the consequences of any breach of security in connection with the Authorized Users' activity in connection with the Portal.

9. Portal Ownership

- **The Portal belongs to HealthStream.**
- **We may offer broader rights if required by an Open Source Software License.**

HealthStream owns, and shall retain, all right, title and interest in and to the Portal, which includes the Portal Tools, and all processes, methodologies, technologies, know-how, and any additional intellectual or other property provided by or on behalf of HealthStream in connection with the Portal (along with any modifications, improvements or derivative works related thereto), together with all copyrights, trademarks, patents, trade secrets and any other proprietary rights inherent therein and related thereto (collectively, "HealthStream IP"). No title to or ownership of any HealthStream IP is granted or otherwise transferred to you or any other entity or person under these Terms.

You hereby assign and shall assign to HealthStream any right, title, or interest that you may obtain in HealthStream IP. In the event of any claim, suit or action alleging that your use of the Portal, in whole or in part, infringes or misappropriates any intellectual property rights to the HealthStream IP, HealthStream in our sole discretion may suspend your access to or provision of the APIs and operation of the Portal to cease or avoid such allegations. You agree not to challenge, directly or indirectly, any of our rights or interests in the Portal or Portal Tools, nor the validity or enforceability of our rights under applicable law. You agree not to directly or indirectly register, apply for registration, or attempt to acquire any legal protection for any of the content made available through the Portal or any proprietary rights therein. You agree not to take any other action which may adversely affect our rights or interest in any content made available through the Portal in any jurisdiction.

The Portal may include some software programs that are licensed to you under certain Open Source Software licenses ("OSS Licenses"). If any portion of the Portal is subject to an OSS License, and such OSS License requires that HealthStream provide rights that are broader than the rights granted in these Terms, then the rights to that portion of the software shall be governed by the broader rights to the extent required by such OSS License.

10. Your Application

- **Your Application must be transparent with users about what it does.**
- **You grant us a license to your Developer Materials.**

- **We may use your Application or data to improve the Portal or for promotional purposes.**
- **If you send us Feedback, we will have a license to use it.**

Your Application must: (i) be transparent about its processes and activities and only access, use, process, store and disclose user data in compliance with applicable law and (ii) identify HealthStream as the cloud storage repository. You acknowledge that you are solely responsible for your Application and the content and consequences of the material you post or otherwise provide (collectively “Developer Materials”), including, without limitation, the legality, reliability, appropriateness, and trademark and copyright ownership of such Application and Developer Materials.

You grant to HealthStream: (a) a perpetual, irrevocable, fully paid, nonexclusive right and license to display, use, copy, modify, publish, distribute, transmit, print, and otherwise exploit your Developer Materials without restriction and (b) a perpetual, nonexclusive, fully paid, irrevocable license to use your Applications and data you submit or input to the Portal (x) to provide and improve the Portal; (y) to acknowledge your or your company’s use of the Portal; or (z) in an aggregated or other manner that does not identify you, your Authorized Users or your customers, to promote the Portal or HealthStream. Except for the limited license above, these Terms do not grant HealthStream any rights to your or your company’s name, trademarks, or descriptive materials and that all goodwill generated through use of such marks benefits you.

All messages, suggestions, ideas, notes, concepts, know-how, techniques, data, applications, mail, and other information you may send to us regarding the Portal and/or our API(s) (your “Feedback”) shall be considered an uncompensated contribution of intellectual property to HealthStream and shall become our exclusive intellectual property. By submitting any Feedback to HealthStream, you automatically grant (or warrant that the owner of such Feedback has expressly granted) to HealthStream a perpetual, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, publicly perform and display, create derivative works from and distribute the Feedback or incorporate such Feedback into any form, medium, or technology now known or later developed, and you warrant that all so-called “moral rights” in the Feedback has been waived, and you warrant that you have the right to make these warranties and transfers of rights.

11. Privacy

- **We treat personal information on the Portal as described in our Privacy Policy.**
- **You must comply with applicable privacy laws and our Privacy Policy.**

HealthStream treats all personal information it collects or receives through the Portal in accordance with our [Privacy Policy](#), incorporated herein by this reference. You agree to: (i) use the Portal in compliance with applicable privacy and data security laws; (ii) be responsible for the accuracy and lawful collection and use of any data, including personal information, you input, submit, or process via the Portal; and (iii) use commercially reasonable efforts to prevent unauthorized access to, or use, of the Portal, and notify HealthStream promptly of any unauthorized access or use.

If you collect any personal information via the Portal or your use of any Portal Tools, you must ensure that it is collected, processed, transmitted, maintained, and used in compliance with all applicable laws and a privacy policy that you post and make available to users. You must comply

with the terms and conditions of your privacy policy and employ reasonable measures to protect that personal information.

12. Export Controls

- **You will comply with all U.S. export controls.**

You are advised that the Portal is of United States origin and subject to United States Export Administration Regulations; diversion contrary to United States law and regulation is prohibited. You agree not to directly or indirectly export, import or transmit the Portal to any country, end user or for any use that is prohibited by applicable United States regulation or statute (including but not limited to those countries embargoed from time to time by the United States government); or contrary to the laws or regulations of any other governmental entity that has jurisdiction over such export, import, transmission, or use.

13. No High Risk Activities

- **You will not use the Portal for High Risk Activities.**

The Portal is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of direct life-support machines, for the purpose of profiling any individual using their sensitive personal information or protected class status, or for any other purpose in which the failure of the Application could lead directly to death, personal injury, or severe physical or property damage (collectively, “High Risk Activities”). HEALTHSTREAM EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES.

14. Representations and Warranties

- **You have authority to agree to these Terms as a binding contract.**
- **All information you provide is true and does not infringe on others’ rights.**

You represent and warrant that: (i) all information you have provided and will provide to HealthStream is true, correct and complete in all respects and you will update us if any of your information changes; (ii) no authorization or approval from any third party is required in connection with your execution, delivery or performance of these Terms, (iii) you have the legal right, power and authority to accept these Terms on your own behalf and on behalf of any company that employs you or that you represent; (iv) these Terms constitute a legal, valid and binding obligation, enforceable against you (including any company that employs you or that you represent); (v) your obligations under these Terms do not violate any law or any HealthStream agreements or policies, to the extent applicable, or breach any other agreement to which you are bound; and (vi) any materials you provide, create or develop that are in any way related to these Terms, or the use thereof, do not and will not infringe any intellectual property rights of any third party; and (vii) HealthStream has not restricted you from use of any HealthStream Services.

15. Terms of Use

- **Our Terms of Use apply.**

These Developer Portal Terms and Conditions are subject to the [HealthStream, Inc. Terms of Use](#) in all respects, including without limitation, Sections 17 (Security), 18 (Third-Party Content), 19 (Disclaimer of Warranties), 20 (Limitation of Liability), 21 (Indemnification), 22 (Dispute Resolution), and 23 (General Terms). In the event of a conflict between these Developer Portal

Terms and Conditions and our Terms of Use, these Terms shall govern with respect to the subject matter herein.

16. Term and Termination

- **These Terms are effective as long as you use the Portal or until terminated.**

These Terms take effect on the day you register to use the Portal and continue as long as you use the Portal or until terminated as described in this section. HealthStream may terminate these Terms at any time or suspend your access to the Portal or our other Services if: (a) you breach any provision of these Terms; (b) we are required to do so by law; (c) HealthStream ceases to offer any services covered by these Terms; or (d) for any other reason in our sole discretion. You may terminate these Terms at your convenience by stopping all use, operation, support, promotion, and distribution of all of your Applications. UPON ANY TERMINATION OR SUSPENSION OF ACCESS, YOU MAY LOSE ACCESS TO ANY CONTENT, MATERIALS, OR INFORMATION THAT YOU PROVIDED TO HEALTHSTREAM RELATED TO YOUR APPLICATION. Sections 8 through 15 shall survive any termination of these Terms.