

ChartLogic EHR v1/v9 Patient API 1.0 Documentation

Step One – Request Access

Obtain API credentials for the desired practice from ChartLogic.

Step Two – Authenticate API User

Function Name: AuthenticateAsync

HTTP Method: GET

Query the API to obtain a token.

API Syntax:

```
/api/public/authenticateasync/{practice id}?username={username}&password={password}
```

Use the provided API credentials from step one to build a **GET** request.

Be sure to include the correct practice ID in the route.

Upon sending the request, the JSON response returned contains a URL encoded token that can be used in subsequent requests. Note that the token will expire after 15 minutes.

Example response

```
{  
  "token": "Asxi%2BF7YbgJ9U%2Fx4QjIHPr%2BdLnyg%2FnX5lDZpX%2F9..."  
}
```

Return Variables

Variable	Type	Description
token	string	URL-encoded authentication token to be used in subsequent requests. Expires 15 minutes after issuance.

Step Three – Acquire a Patient ID

Function Name: GetPatientIdAsync

HTTP Method: GET

Query the API to obtain a patient ID.

API Syntax:

```
/api/public/getpatientidasync/{practice id}?firstname={first name&lastname={last name&dateofbirth={date of birth&t={token}
```



Use the token from step two to build a **GET** request.

Be sure to include the correct practice ID in the route.

Parameters

Parameter	Data Type	Required	Example usage
firstname	string	yes	Example: If searching for "Amber": Prefix search: <code>firstname=amb</code> Exact match search: <code>firstname=amber</code>
middlename	string	no	Example: If searching for "Lynn" Prefix search: <code>middlename=L</code> Exact match search: <code>middlename=lynn</code>
lastname	string	yes	Example: If searching for "Mora" Prefix search: <code>lastname=mo</code> Exact match search: <code>lastname=mora</code>
dateofbirth	string (date, mm/dd/yyyy)	yes	<code>dateofbirth=mm/dd/yyyy</code> Example:



			dateofbirth=3/5/1988
ssn	string (format: ###-##-####)	no	ssn=###-##-#### Example: ssn=111-22-3333
Sex	string (enum: M F U)	no	sex=M F U Example: sex=M
t	string (URL-encoded token)	yes	Example: t=Asxi%2BF7YbgJ9U%2Fx4QjIHPr...

Upon sending the request, the JSON response returned contains a success flag, an error message, and a patient ID that can be used in subsequent requests.

Example response

```
{  
  "success": true,  
  "message": null,  
  "id": "312f0c8a-32ae-4eb8-8279-4e6b4a71c347"  
}
```

The **success** property will be true if a single record is found, otherwise it will be false.

The **message** property will be empty if a single record is found, otherwise it will contain a reason why the **id** is empty.



The **id** property will contain a patient ID if a single record is found, otherwise it will be empty.

Return Variables

Variable	Type	Description
success	boolean	True if exactly one matching patient record was found; otherwise false.
message	string (nullable)	Null when success is true; otherwise contains the reason no id was returned.
id	string (GUID, nullable/empty)	The patient's unique identifier when success is true; empty otherwise.

Step Four – Query the Patient Record

Function Name: GetPatientAsync

HTTP Method: GET

Query the API to obtain patient data.

Option 1 – Query with categories

API Syntax:

```
/api/public/getpatientasync/{practice id}?id={patient ID} {categories}&t={token}
```

Where **categories** constitute one or more category, e.g., `&category=patientname&category=sex`

Available categories are:

patientname	problems	careteammembers
sex	allergies	immunizations
dateofbirth	medications	implantabledevices
race	laboratorytests	planoftreatment
ethnicity	laboratoryresults	goals
preferredlanguage	vitalsigns	healthconcerns
smokingstatus	procedures	

Use the patient ID from step three to build a **GET** request.

Be sure to include the correct practice ID in the route.

Parameters

Parameter	Data Type	Required	Example usage
id	string (GUID)	yes	id=guid Example: id=312f0c8a-32ae-4eb8-8279-4e6b4a71c347



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startservicedate	string (date, mm/dd/yyyy)	no, when endservicedate is empty, otherwise yes	startservicedate=mm/dd/yyyy Example: startservicedate=1/1/2015
endservicedate	string (date, mm/dd/yyyy)	no	endservicedate=mm/dd/yyyy Example: startservicedate=12/31/2015
category (1...n)	string (repeatable; see Available Categories)	yes	Example: category=patientname
t	string (URL-encoded token)	yes	Example: t=Asxi%2BF7YbgJ9U%2Fx4QjIHPr...

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Upon sending the request, the JSON response returned contains a success flag, an error message, and an array of patient encounters that satisfy the search criteria.

Example response

```
{  
  "success": true,  
  "message": null,  
  "encounters": [...]  
}
```

The **success** property will be true if the parameters supplied are valid, otherwise it will be false.

The **message** property will be empty if the parameters supplied are valid, otherwise it will contain a reason why the parameters are invalid.

The **encounters** property will contain 0 or more patient encounters.

Return Variables

Variable	Type	Description
success	boolean	True if the supplied parameters were valid; otherwise false.



message	string (nullable)	Null when success is true; otherwise contains the reason the parameters were invalid.
encounters	array of object	Zero or more patient encounter objects matching the search criteria; each object contains the data for the requested categories.

Option 2 – Query without categories

API Syntax:

```
/api/public/getpatientasync/{practice id}?id={patient ID}&t={token}
```

Use the patient ID from step three to build a **GET** request.

Be sure to include the correct practice ID in the route.

Parameters

Parameter	Data Type	Required	Example usage
id	string (GUID)	yes	id=guid



			Example: id=312f0c8a-32ae-4eb8-8279-4e6b4a71c347
startservicedate	string (date, mm/dd/yyyy)	no, when endservicedate is empty, otherwise yes	startservicedate=mm/dd/yyyy Example: startservicedate=1/1/2015
endservicedate	string (date, mm/dd/yyyy)	no	endservicedate=mm/dd/yyyy Example: startservicedate=12/31/2015
t	string (URL-encoded token)	yes	Example: t=Asxi%2BF7YbgJ9U%2Fx4QjIHPr...

Upon sending the request, the response returned is an archived file containing a C-CDA Continuity of Care Document for each patient encounter that satisfy the search criteria.

Return Type: binary file (archive) — the response Content-Type is an archive format (e.g., .zip) containing one C-CDA (Consolidated Clinical Document Architecture) Continuity of Care Document (XML) per patient encounter matching the search criteria. This endpoint does not return a JSON body.

Exceptions and Exception Handling

Errors are communicated using standard HTTP status codes together with a JSON error object in the response body. Client applications should check the HTTP status code on every response and, when it indicates failure, parse the body as an error object rather than as the success response documented above.

HTTP Status Codes and Error Codes

HTTP Status Code	Error Code	Description
400 Bad Request	INVALID_PARAMETER	A required parameter is missing, malformed, or invalid (e.g., an unrecognized date format or GUID).
401 Unauthorized	INVALID_TOKEN / TOKEN_EXPIRED	The authentication token is missing, malformed, or has expired. Tokens expire 15 minutes after issuance (see Step Two).



404 Not Found	NOT_FOUND	The requested resource could not be found (e.g., an unrecognized practice ID, or a patient ID that does not match any record).
500 Internal Server Error	INTERNAL_SERVER_ERROR	An unhandled exception occurred while processing the request.

Example error response

```
{  
  "code": "TOKEN_EXPIRED",  
  "message": "The supplied authentication token has expired. Obtain a new token via the AuthenticateAsync endpoint."  
}
```

Note: this error object is distinct from the success/message fields returned within a 200 OK response (see Step Three and Step Four, Option 1). The success/message pattern communicates business-logic outcomes, such as no matching patient found; the HTTP status code and error object above communicate transport- and request-level failures.



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Mandatory Software Components

A client application (App) must have the following components in place to use this API:

- TLS 1.2 or higher for all API requests.
- A standard HTTP/REST client capable of issuing HTTP GET requests; no proprietary SDK is required.
- A JSON parser capable of parsing the API's JSON request and response payloads.
- Logic to obtain and securely store the authentication token returned by AuthenticateAsync, and to request a new token before the current token expires.

Mandatory Software Configurations

A client application (App) must be configured as follows to use this API:

- Requests must be configured to accept JSON responses (Accept: application/json), except for the GetPatientAsync (without categories) endpoint, whose response is a binary file archive rather than JSON.



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- The client must be configured to refresh (re-authenticate for) its token at an interval shorter than the token's 15-minute lifetime described in Step Two.
- Each client application must be configured with the correct Practice ID for the practice(s) it accesses, and must include that Practice ID in the route of every API call.
- The client must be configured to send the current authentication token as the t query parameter on every authenticated request.



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ChartLogic EHR v1/v9 Patient API 1.0 Terms & Conditions

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Introduction

These Terms of Service ("Terms") apply to the use of the APIs ("Service") provided by ChartLogic, a Division of Medsphere Systems Corporation, a Delaware corporation ("CLI"), and to the entities that use the Services ("clients"). These Terms describe how the CLI APIs are to be provided and defines the relationship between the parties. These terms are further defined and explained herein.

1. AVAILABILITY OF PLATFORM, SOFTWARE, AND SERVICES.

- 1.1. **Modification.** CLI and Client acknowledge the periodic need to change and/or provide Enhancements to API to meet the changing needs of CLI's Clients, and that such upgrades may result in changes the appearance and/or functionality.
- 1.2. **Compliance.** You agree to be financially responsible for your use of the Services, and to comply with your responsibilities and obligations as stated in these Terms. You agree to comply at all times with all applicable laws, rules and regulations relating to the use of CLI's APIs and Servers as used in your App. You hereby grant CLI the



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right to monitor and periodically audit in a reasonable manner your use of Services, and other activities related to your obligations under these Terms.

1.3. **Virus Warranty.** You warrant that your Apps will not contain any viruses or other malicious computer instructions, devices, or techniques that can or were designed to threaten, infect, damage, disable, or shut down the Certified Cerner Ignite APIs, any technology, software, solution, equipment or any computer system.

1.4. **Patient Access.** You are solely responsible for determining and ensuring patient self-sufficient access to your App for purposes of Meaningful Use (MU) and Merit-based Incentive Payment System (MIPS) reporting.

1.5. **App Distribution.** You are solely responsible for the demonstration, pricing, sales support (including product analyst support), licensing (via a written agreement with the Cerner client), configuration, installation, implementation, maintenance and technical support of your Apps.

2. REPRESENTATIONS AND WARRANTIES.

2.1. **Representations, Warranties and Covenants of the Parties.** Client and CLI each hereby represents and warrants to the other party as follows:

2.2. **Due Organization and Authority.** It is duly organized, validly existing, and in good standing under the laws of the jurisdiction of its organization, and this Agreement has been duly authorized by all necessary corporate (or other entity) action.

2.3. **Valid and Binding.** This Agreement is the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its terms. The party is not bound by any other contract or agreement that conflicts with or would prevent full performance of this Agreement.

2.4. **Compliance with Laws.** It will comply with all laws, rules, regulations, ordinances, and codes that are applicable to its obligations under this Agreement, including, without limitation, any laws and the regulations promulgated with respect thereto regarding the security, integrity and privacy of nonpublic personal information.

2.5. **Services.** CLI further represents to Client that (i) any Services will be performed in a professional and workmanlike manner, in accordance with generally accepted industry standards, and in compliance with applicable state and federal laws and regulations; and (ii) the Service, Deliverables, and Platform do not and will not knowingly violate or infringe upon any third party's rights.



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2.6. **Ownership.** CLI warrants that it owns all rights, title, and interest in and to the Platform and the Software, except for any third-party software and service applications, that it has the right to grant the licenses granted hereunder, that all Software will function substantially in accordance with Specifications. This warranty coverage shall include all Maintenance Services performed and any Enhancements or Fixes to the Software by CLI. CLI does not warrant that Client's use of the Software will be uninterrupted or error free.

2.7. **Exceptions.** Any and all warranties shall be void as to Software or any part of the Platform damaged or rendered unserviceable by: (a) the acts or omissions of non-CLI personnel except when CLI instructs or requires Client to perform any modifications with respect thereto; (b) misuse by Client, its employees or agents, (c) theft, vandalism, fire, water, or other peril; or (d) moving, relocation, alterations, or additions not performed in accordance with this Agreement.

2.8. **The Internet.** The Client is responsible for obtaining its own broadband Internet connectivity to access the Software and certain of the Services. The Client acknowledges and agrees that CLI does not operate or control the Internet or activities on the Internet and that (i) viruses, worms, Trojan Horses, or other undesirable data or software; or (ii) unauthorized users (e.g. hackers), may attempt to obtain access to the Client's or its patients' data, website(s), computers, or networks and that data may be destroyed by such attacks and the Services may be interrupted or compromised.

2.9. **DISCLAIMER.** CLI FURNISHES THE ABOVE WARRANTIES IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, CLI MAKES NO REPRESENTATIONS, WARRANTIES OR AGREEMENTS WITH RESPECT TO THE SERVICES AND THE DELIVERABLES, AND CLI SPECIFICALLY DISCLAIMS AND EXCLUDES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. [CONFIDENTIAL INFORMATION; DATA OWNERSHIP AND USE.](#)

3.1. **Definitions; Exclusions.** As used in this Agreement, the term "Confidential Information" means any and all proprietary non-public information, knowledge, data, and all other content and materials belonging to either party hereto and disclosed or provided to the other party either directly or indirectly in any manner whatsoever



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(including, without limitation, in writing, orally, electronically, in all types of hard drives, disks, diskettes, computer memory or storage, or other media, or by drawings or inspection of physical items, and whether or not modified or merged into other materials), in connection with either party's business or this Agreement, including, without limitation, any non-public information related to any of the following: (a) technical, business, financial and marketing information, including, without limitation, trade secrets, patents, patent applications, copyrights, know-how, processes, ideas, inventions (whether patentable or not), formulas, computer programs, software, firmware, databases, technical drawings, designs, algorithms, technology, circuits, layouts, interfaces, materials, schematics, names and expertise of employees and consultants, any other technical, business, financial, customer and product development plans, supplier information, forecasts, strategies and other confidential information; (b) third party confidential information to the extent it is identified as "Confidential Information"; (c) the Services, the Deliverables and the Platform; (d) the terms and conditions of this Agreement; (e) all Personally Identifiable Information related to any employees, consultants, subcontractors, customers or other individuals, including, but not limited to, names, addresses, e-mail addresses, social security numbers, etc.; and (f) all reports, analyses, compilations, studies, or other documents prepared by either party or its Representatives which contain or otherwise reflect any Confidential Information of the other party. For purposes of this Section, the term "Representatives" of a party means any and all officers, directors, employees, consultants, contractors, agents, attorneys, accountants, financial advisors, and other representatives of such party. Confidential Information does not include information that the receiving party can document: (i) is or becomes (through no improper action or inaction by the receiving party or any affiliate, agent, consultant or employee) generally available to the public; (ii) was in its possession or properly known by it, without restriction, prior to receipt from the disclosing party; (iii) was rightfully disclosed to it by a third party without restriction; or (iv) is independently developed by the receiving party subsequent to such disclosure, by employees without access to, or use of, the disclosing party's Confidential Information.

3.2. Restrictions on Use of Confidential Information. Except to the extent necessary in order to perform its obligations under this Agreement and subject to the terms of this Agreement, each party agrees that it shall during the Term and thereafter: (a) hold in strict confidence all Confidential Information belonging to the other party; (b) use the Confidential Information solely to perform the Services or to exercise its rights under this Agreement; and (c) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential



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Information to any person or entity other than to its Representatives who need to know such Confidential Information and who are under confidentiality obligations at least as restrictive as the terms in this Agreement. The receiving party is solely responsible for the handling and treatment of the Confidential Information of the disclosing party by the Representatives of the receiving party. Each party shall use the same degree of care to protect the disclosing party's Confidential Information as it uses to protect its own Confidential Information of like nature, but under no circumstances less than reasonable care. Without limiting the generality of the foregoing, to the extent that this Agreement permits the copying of Confidential Information, all such copies shall bear the same confidentiality notices, legends, and intellectual property rights designations that appear in the original versions.

3.3. **Compelled Disclosures.** Notwithstanding the foregoing, the receiving party may disclose Confidential Information of the other party in response to a valid court order, subpoena, law, rule, regulation (including, without limitation, any federal or state securities laws or any securities exchange regulation), or other governmental action, provided that: (a) to the extent permitted by applicable law or regulation, the receiving party notifies the disclosing party prior to disclosure of the information; (b) the receiving party reasonably cooperates with the disclosing party, at the disclosing party's expense, in any attempt by the disclosing party to limit or prevent the disclosure of the Confidential Information; and (c) in the absence of a protective order, the receiving party discloses only that portion of the Confidential Information it is advised by its counsel that it is legally required or compelled to disclose, and the receiving party uses its best efforts to ensure that confidential treatment will be accorded the Confidential Information so disclosed.

3.4. **Remedies upon Breach.** Each party agrees that the other party may have no adequate remedy at law if there is a breach or threatened breach of this Section 6 and, accordingly, that either party is entitled to seek injunctive or other equitable relief to prevent or remedy such breach or threatened breach in addition to any other legal or equitable remedies available to such party without posting any performance bond.

3.5. **HIPAA Compliance.** For purposes of complying with the requirements of the Health Insurance Portability and Accountability Act commonly referred to as "HIPAA."



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4. INTELLECTUAL PROPERTY RIGHTS.

4.1. **Ownership.** Subject to this Section 7.1 and the License granted to Client pursuant to this Agreement, Client acknowledges and agrees that all right, title and interest, including, without limitation, any and all Intellectual Property Rights, in and to: (i) the Platform or any Services, including any Enhancements, New Versions, modifications and derivative works thereof, (ii) any Deliverables, and (iii) any Documentation, creations, ideas and works related to the Platform, Services, or Deliverables are the sole and exclusive property of CLI and except for the License, which shall terminate when this Agreement terminates, Client acquires no right or interest in such property. All rights not specifically granted in this Agreement are reserved by CLI.

4.2. **License to Use Deliverables and Platform.** All Software in whatever form, including, without limitation, Source Code, Object Code, microcode and mask works, including any computer programs and any Documentation such as, but not limited to, logic manuals and flow charts provided by CLI, including instructions for use of the Software or the Platform, are furnished to Client only under a personal, non-exclusive, non-transferable, non-assignable license solely for Client's own use. All of the Software and all computer program Specifications, Documentation, procedure manuals, disks, and tapes utilized, processed, provided, or developed by CLI in connection with this Agreement, the Platform or the Services rendered to Client hereunder shall be and remain the exclusive and confidential property of CLI or third parties from whom CLI has secured the right to use the same. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the Intellectual Property Rights of CLI in the Platform, Deliverables, and Services. Subject to the terms and conditions of this Agreement, during the Term CLI grants to Client the License to use the Platform and the Software for its internal purposes in accordance with the Documentation, either as Installed Software or Hosted Software, depending on the nature of the Services purchased by Client, as indicated on the Services Order. Client shall not: (i) rent, loan, sublicense or otherwise transfer or assign, in whole or in part, its right to use the Platform as a service bureau or in a time-sharing environment to process information or data of any third party; (ii) create Internet "links" to the Platform or Services or "frame" or "mirror" any of CLI's content on any other server; or (iii) reverse engineer, de-compile, attempt to derive source code (or underlying ideas, algorithms, structure or organization), modify in any way, or create derivative works from the Software, any Deliverables or the Platform, or any portions thereof in order to (X) build a competitive product or service, (Y) build a product using similar ideas, features, functions or graphics of the Platform or Software; or (Z) copy any ideas, features, functions or graphics of the



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Platform. It is intended that access and use to the Platform will be continuous on a 24 hour basis, except for interruptions by reason of maintenance or downtime, including downtime caused by Force Majeure Events or by scheduled or unscheduled maintenance.

4.3. **Identifying Information.** Any logo, program names, trademarks, service marks, programs, manuals, Documentation, and other support materials that are covered under this Agreement or otherwise provided by one party to the other are either copyrighted, trademarked, or are held as proprietary by the providing party. The receiving party agrees not to remove any such notices and product identification and additionally agrees to take all action necessary to protect the providing party's rights thereto.

5. DISPUTE RESOLUTION.

5.1. **Process.** The parties hereto agree that prior to submitting any and all claims to litigation, arbitration or any other form of binding dispute resolution, the parties will submit such claims to non-binding mediation and that they shall engage in a good faith effort to mediate the dispute. Any mediator shall have no prior or current relationship or affiliation with either party (other than serving as mediator in prior disputes involving a party), and shall be a person who mediates disputes on a routine basis. If the parties are unable to agree on a mediator, they shall each select a mediator and those two mediators shall select the mediator. In the event the parties are unable to resolve the dispute through mediation in which the resolution determines the party responsible for the costs of the mediator, the parties shall share equally the cost and expenses of the mediator

5.2. **Enforcement Costs.** If legal action is commenced by either party to enforce or defend its rights under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs incurred in enforcing its rights under this Agreement in addition to any other relief granted for such breach.

6. INDEMNIFICATION.

6.1. **By CLI.** Except to the extent Client is responsible for indemnifying CLI under Section 9.3 below and subject to the limitations set forth in Section 9.2 below, CLI shall defend, indemnify and hold harmless Client and its officers, directors, managers, and agents (collectively, the "Client Indemnified Parties") against any third party claims, suits or actions which arise out of or relate to allegations that (a) the Services, the Platforms or the Deliverables provided by CLI infringe any United States patent, copyright, trademark, trade secret, or other Intellectual Property Right of a third party; or (b) by any third party for injuries, including death to persons,



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resulting from CLI's negligent or willful acts or omissions under this Agreement provided that Client: (i) promptly informs and furnishes CLI with a copy of such claim, suit or action (but the delay or failure to notify shall not affect CLI's obligation to provide indemnification unless CLI is unduly prejudiced by such failure or delay); (ii) gives CLI all relevant evidence in Client's possession or custody or under its control; and (iii) gives CLI reasonable assistance in such claim, suit or action and, for a claim for monetary damages only, the sole control of the defense thereof and all negotiations for its compromise or settlement. Notwithstanding the foregoing, CLI shall not enter into any settlement that affects Client's rights or interest without Client's prior written consent, which consent will not be unreasonably withheld. Client has the right to participate in the defense at Client's own expense.

6.2. **Exclusions.** Notwithstanding anything to the contrary set forth in Sections 9.1 above, CLI will have no liability for any losses, costs or damages directly resulting from Client's willful misconduct or any settlement or compromise incurred or made by Client without the prior written consent of CLI. Further, CLI has no obligation to defend any third party claims asserted against Client or any Client Indemnified Party and no liability for any losses, costs or damages suffered or incurred by Client or any Client Indemnified Party arising out of or relating to any of the following: (i) an infringement allegation to the extent it is based on: (A) Client's use of the Platform in any manner other than that for which it was expressly authorized pursuant to this Agreement; (B) Client's modifications of any of the Platform, the Services or Deliverables, or (C) CLI's compliance with Client Specifications or instructions in the design and/or delivery of the Deliverables, to the extent such claim could not be asserted but for such compliance with Client Specifications; (ii) any claim that any part of the Client Data or the Client Specifications was wrongfully provided to CLI or contained any Errors that affected the Services; and (iii) any claim that any other materials or resources furnished by Client for use by CLI in providing the Services infringes any patent, copyright, trademark, trade secret, or other Intellectual Property Right of a third party (but this exclusion shall only apply to the extent of such claim).

6.3. **By Client.** Client shall defend, indemnify and hold harmless CLI and its officers, directors, employees and agents against any third party claims, suits or actions arising from or related, directly or indirectly, to the use of the Platform in violation of any applicable local, state, federal and (if applicable) international laws, regulations and directives, provided that CLI: (i) promptly informs and furnishes Client with a copy of such claim, suit or action (but the delay or failure to notify shall not affect Client's obligation to provide indemnification unless Client is unduly prejudiced by such failure or delay); (ii) gives Client all relevant evidence in CLI's possession or custody or



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under its control; and (iii) gives Client reasonable assistance in such claim, suit or action, and, for a claim for monetary damages only, the sole control of the defense thereof and all negotiations for its compromise or settlement. Notwithstanding the foregoing, Client shall not enter into any settlement that affects CLI's rights or interest without CLI's prior written consent. CLI has the right to participate in the defense at CLI's own expense.

7. [LIMITATION OF LIABILITY.](#)

7.1. THE CUMULATIVE, AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS RELATED TO THIS AGREEMENT AND THE PROVISION OF THE SERVICES AND DELIVERABLES HEREUNDER (INCLUDING, WITHOUT LIMITATION, ALL WARRANTY OBLIGATIONS BUT NOT INCLUDING ANY INDEMNIFICATION OBLIGATIONS OR OBLIGATIONS OF COMPANY TO PAY FEES DUE UNDER THIS AGREEMENT) WILL NOT IN ANY EVENT EXCEED THE AMOUNT PAID IN FEES BY CLIENT UNDER THE AGREEMENT DURING THE LAST 12 MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY CLAIM.

7.2. NEITHER PARTY WILL IN ANY EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY AND INCLUDING DAMAGES FOR PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS, OR THE LIKE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES WILL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE BEEN DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID OR UNENFORCEABLE. THE LIMITED WARRANTY, LIMITED REMEDIES, WARRANTY DISCLAIMER AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND THEY WOULD NOT OTHERWISE ENTER INTO THIS AGREEMENT WITHOUT SUCH LIMITATIONS AND EXCLUSIONS.

8. [GENERAL PROVISIONS.](#)

8.1. **Entire Agreement.** These Terms supersede any prior written or oral agreements between the parties. The only exception to this is a sales order or contract signed by both parties, executed by CLI and the Client. These terms affect your legal rights and obligations. By accessing or using any of the services, you agree to be bound by all of the terms. If you do not agree to be bound by all of the terms, do not access or use the services.



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8.2. **Amendment.** These Terms may be updated by the CLI at any time. The Client understand and agree that they are solely responsible for reviewing these Terms from time to time. The most current version of these Terms can be found on our website. Any continued use of the API by the Client after such amended Terms have been, shall be deemed consent and agreement to such amended Terms.

8.3. **Waiver.** No waiver of any provision of this Agreement is effective unless in a writing and signed by the party against whom such waiver is sought to be enforced. No failure or delay by either party in exercising any right, power, or remedy under this Agreement operates as a waiver of any such right, power, or remedy. The express waiver of any right or default hereunder is effective only in the instance given and does not operate as or imply a waiver of any similar right or default on any subsequent occasion.

8.4. **Severability.** If any provision in this Agreement is held invalid, illegal or unenforceable under applicable law, that provision will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity, illegality or unenforceability, and the other provisions of this Agreement will remain in full force and effect.

8.5. **Assignment; Successors and Assigns.** Client may not assign or transfer its interests, rights, or obligations under this Agreement by written agreement, merger, consolidation, operation of law, or otherwise, without the prior written consent of the Licensor, which consent may not be unreasonably withheld.

8.6. **Notices.** With the exception of invoices, insurance papers, shipping papers, reports and correspondence in the normal course of business, any notice, demand, request, or other communication required or permitted to be given under this Agreement must be made in writing, addressed to the party to receive notice at its address set forth on the Sales Order or at such other address as a Party may designate by written notice to the other Party in the manner provided herein, and will be deemed given and received: (i) upon receipt if delivered personally; (ii) on the next business day after delivery to a nationally-recognized overnight courier service; (iii) on the third business day after deposit with the U.S. Postal Service if sent by certified or registered mail, return receipt requested; or (iv) to the extent applicable, on the date and by such other method as may be expressly permitted in this Agreement for certain communications.

8.7. **Survivability.** The terms and conditions of this Agreement regarding confidentiality, indemnification, limitation of liability, accrued payment obligations and all others that by their sense and context are intended to



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survive the execution, delivery, performance, termination or expiration of this Agreement survive and continue in effect.

8.8. **Governing Law; Jurisdiction and Venue.** The validity, construction, interpretation, and performance of this Agreement (and the rights and obligations of the parties with respect to their relationship hereunder) are governed by and must be construed and enforced in accordance with the laws of the State of Utah. All disputes arising under this Agreement must be brought exclusively in the state and federal courts located in Salt Lake County, Utah, with respect to any action initiated by CLI under this Agreement; and each party hereby submits to the personal jurisdiction of such state and federal courts. Client further agrees that if its staff or employees are necessary witnesses to any legal proceeding hereunder, Client will be responsible for ensuring that such persons are present and available for any legal proceeding in Salt Lake City for a reasonable time to the extent it is within Client's control. Client further agrees that it will bear all costs and expenses of ensuring such witnesses are present and available in Salt Lake City, and agrees that it will not object to the choice of venue as result of those costs and expenses. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from this Agreement.

8.9. **Export.** Client shall not knowingly, directly or indirectly, export or transmit any of the Deliverables or other information received from CLI to any country to which such transmission is restricted by applicable statutes or regulations without the prior written consent, if required, of the Office of Export Administration of the U.S. Department of Commerce, Washington, D.C. 20230.

8.10. **Publicity.** Subject to written revocation by Client at any time, CLI has the right to use the name, logo and other identifying marks and descriptions of Client in CLI's general marketing activities, including in any press releases, customer lists, websites, presentations, and other media and methods.

8.11. **Third Party Beneficiaries.** This Agreement is entered into solely between Client and CLI and, except for the parties' indemnification obligations hereunder, does not, and will not be deemed to, create any rights in any third parties or to create any obligations of either Client or CLI to third parties.

8.12. **Headings and Interpretation.** The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.