WinMed 4.0 API Terms of Use

1. **Definitions**
   a. **Complete Medical Solutions, LLC.**, hereafter referred to as "**CMS**", is a software vendor and the developer of the WinMed 4.0 API.
   b. **WinMed 4.0 API** (Application Programming Interface) is a set of software development standards and instructions used to provide on-demand patient data to licensed developers.
   c. **Developer (or Developers)** refers to a user, organization, or other entity who requires access to patient data through the WinMed 4.0 API and accepts all terms contained in this document.
   d. **Client** refers to the HealthCare Organization whose data is being accessed by the Developer through the WinMed 4.0 API.

2. **Background**
   a. Per the Office of the National Coordinator (ONC): "*Recognizing the growing importance of APIs, the Office of the National Coordinator (ONC) 2015 Edition of health IT certification includes several new API-based certification criteria. These will help providers access and exchange the health information in EHRs more easily."*
   b. Pursuant to (a) above, the WinMed 4.0 API was developed and published to meet these specific requirements.

3. **Acceptance of Terms of Use**
   a. Developers must read these Terms of Use in their entirety and agree to all language contained therein.
   b. Developers must be at least 18 years of age and legally allowed to agree to these Terms of Use.
   c. This agreement extends to any organization a Developer represents when accepting these Terms of Use.
   d. If a Developer fails to comply with all of the above, no license to the WinMed 4.0 API will be granted. Furthermore, any pre-existing license granted to the Developer will immediately be rendered invalid.

4. **Developer Responsibilities**
   a. Developers must register their application with CMS and any Client whose data they seek to access through the WinMed 4.0 API.
   b. Developers agree to provide easily accessible and competent customer support for their application to all CMS Clients who utilize that application.
   c. Developers must warrant that their application is stable prior to moving into a live or production deployment, interface, or environment with a CMS Client.
   d. Developers must comply with all laws, regulatory requirements, and CMS requirements (both published and communicated) that apply to the use of the WinMed 4.0 API in conjunction with their application.

5. **API Modifications and Updates.** The WinMed 4.0 API is subject to modification due to ever-changing client, ONC, and other regulatory requirements. A high level of importance is placed upon backward compatibility, however this is not guaranteed. It is the sole responsibility of the Developer to adapt their software to the current version of the WinMed 4.0 API.

6. **API Maintenance.** The WinMed 4.0 API is subject to maintenance at any time. CMS strives for the highest level of uptime, however maintenance windows must be flexible due to individual Client requirements.

7. **API Terms of Use Updates.** These Terms are subject to change; any modifications will be posted immediately. It is recommended that Developers review these terms frequently to ensure compliance.

8. **License Fees**
   a. CMS currently offers the WinMed 4.0 API free of charge to any licensed Developer. This is subject to change and CMS reserves the right to charge fees for use of the WinMed 4.0 API at their discretion.
   b. The Developer is prohibited from charging fees to any Client for any application using the WinMed 4.0 API without express written consent from CMS.

9. **Marketing / Publicity.** The Developer shall not publicly or privately advertise or otherwise communicate any information that suggests partnership with or endorsement by CMS without the express written consent of CMS.

10. **Prohibited Uses and Restrictions**
    a. Developers may not sell or lease access to the WinMed 4.0 API or sell, lease, or sublicense their WinMed 4.0 API license
    b. Developers must not take any action toward the WinMed 4.0 API with a negative, destructive, or malicious intent or those that are known to have negative consequences.
    c. Developers must not disrupt, interfere with, or otherwise intentionally negatively affect the WinMed 4.0 API or the servers, systems, and networks that host the WinMed 4.0 API.

11. **Warranties.** The WinMed 4.0 API is provided by CMS on an "as is" and "as available" basis. CMS disclaims express or implied warranties of any kind. CMS disclaims all liability for damages caused by interruption of access to or errors in the functionality of the WinMed 4.0 API. Any use of the WinMed 4.0 API is done so solely at the Developer's risk.

12. **Limitation of Liability.** CMS shall not be held liable for any direct, indirect, punitive, special, consequential, incidental, or any other damages that arise from the use of the WinMed 4.0 API.

13. **Indemnification.** The Developer must agree to defend, hold harmless, and indemnify CMS against any claim, action, loss, liability, or other damages, including reasonable attorney's fees, resulting from the use of the WinMed 4.0 API, any breach or violation of the Terms of Use by the Developer, other wrongful conduct, or any copyright, trademark, or other infringement of intellectual property.

14. **Intellectual Property.** The WinMed 4.0 API and all CMS-developed systems it interfaces with are property of CMS and CMS reserves all legal rights to this intellectual property.
15. **Termination of License.** CMS reserves the right to revoke / terminate a Developer's WinMed 4.0 API license at any time without cause or communication / notice. The Developer is also allowed to rescind / terminate their WinMed 4.0 API license at any time without cause or communication / notice.
16. **Applicable Law / Choice of Venue.** Should any dispute or claim arise from the use of the WinMed 4.0 API or these Terms of Use, it shall be governed by the laws of the State of Louisiana, without regard to conflict of laws principles.