

Office Practicum API Terms of Use

OP and the OP NOW API is ONC 2015 Edition Cures Update Certified. User can access Office Practicum's ONC Certification at: <https://www.officepracticum.com/op/population-health/onc-certification>

To Access OP NOW API:

- **Contract Requirements:** If you are contracted with Office Practicum for OP EHR software, you and your patients can access OP NOW API. Your use of OP NOW API may include connection with third party applications. Restrictions on use of OP NOW API are outlined below, and use is further subject to the terms and conditions in the **Office Practicum API License Agreement** which is supplied to you upon contracting.
- **Costs and Fees:** associated with use of OP NOW API are described below.
- **Documentation for Access** to OP NOW API, including instructions, specifications and recommendations are here: <https://www.officepracticum.com/op/fhir-documentation>
- If you wish to use OP NOW API for purposes outside the scope of those described in the Office Practicum API License Agreement, including custom integration development and/or value added services, please contact solutions@officepracticum.com for costs and terms and conditions.

Use by anyone who is provided access to the OP NOW API ("User") is subject to the following terms of use and to the **Office Practicum API License Agreement**:

1. Requirements for Use.
 - API Keys. User must obtain an API Key through the registration process available at <https://www.officepracticum.com/op/fhir-documentation> to use and access the OP NOW API. User may not share your API Key with any third party, must keep your API Key and all log-in information secure, and must use the API Key as your sole means of accessing the OP NOW API. User API Key may be revoked at any time by us.
 - Compliance. User agree to comply with all terms and conditions of this API Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements.
2. Use Restrictions. User shall not use the OP NOW API for any purposes beyond the scope of the API Agreement. Except as may be expressly set forth in the API Agreement at the time of use, without limitation of the foregoing, User shall not at any time, and shall ensure its authorized Users do not:
 - print, copy, modify, create derivative works of, display, adapt, translate, distribute, disclose, decompile or reverse engineer the OP NOW API granted to you or any third party
 - sell, pledge, assign, rent or lease, transfer, or commercialize the OP NOW API or any derivative works thereof, in whole or in part, or take any action that would result in any third party obtaining any ownership of or other intellectual property rights in or to the OP NOW API or any portion thereof
 - allow, expose or provide unauthorized access to the OP NOW API

- use the OP NOW API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities, or attempt to cloak or conceal the identity of User, or third party Applications when requesting authorization to use the OP NOW API
- remove any proprietary notices from the OP NOW API
- use the OP NOW 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
- combine or integrate the OP NOW API with any software, technology, services, or materials not authorized by Vendor
- design or permit Applications to disable, override, or otherwise interfere with any Vendor-implemented communications to end users, consent screens, user settings, alerts, warning, or the like
- use the OP NOW API in any Applications to replicate or attempt to replace the user experience of OP Software
- use the OP NOW API or Application(s) to develop or promote any products or services that are competitive with OP products
- directly or indirectly, export, re-export, or release the OP NOW API to, or make the OP NOW API accessible from, any jurisdiction or country outside of the United States.

API Fees Transparency for OP NOW Certified API

OP NOW Certified APIs: OP NOW Certified API is ONC certified and made available to contracted customers of OP EHR (and their authorized API users) with read only functionality per 21st Century Cures Act. The standard monthly subscription fee for the OP EHR covers this use - OP does not charge* for use of OP NOW Certified APIs for with OP-approved vendors/applications upon your acceptance and compliance with the terms and conditions of the API License Agreement. *Third party vendors may charge for use of their application.

OP also offers OP NOW Administrative APIs and OP NOW Advanced Clinical APIs. These APIs have bidirectional capabilities and have costs associated with setup and monthly maintenance and support. They may be requested by OP Customers and vendors interested in integration with Office Practicum. The scope of use, corresponding fees and services will be set forth in a separate written agreement and statement of work upon request.

Contact solutions@officepracticum.com for contracting information and a price quote.