

GROW-SERVICE API LICENSE AGREEMENT

This is a License agreement between the Perinatal Institute and [MIS Company] (the Customer). Licensor and the customer hereby agree that the following terms and conditions will apply to each license granted and to all services provided under this agreement.

The GROW-Service API contains algorithms based on published principles and formulae which are copyright of the Gestation Network and are assigned exclusively to the Perinatal Institute.

1. DEFINITIONS

- 1.1 PI - Perinatal Institute**, UK-based provider of GROW software and services
- 1.2 MIS** The Customer's Maternity Information System
- 1.3 MIS Lead** Nominated individual responsible for the implementation of the API in accordance with the provisions set out in this agreement
- 1.4 MIS Developer** IT developer working on the GROW API on behalf of the MIS
- 1.5 MIS User** Clinical user of services as provided by the MIS
- 1.6 GAP** The Growth Assessment Protocol; a program developed and provided by the Perinatal Institute, comprising various components including training and policy best practice
- 1.7 GROW-Service** Suite of applications that support the GAP programme and GROW (Gestational Related Optimal Weight) software
- 1.8 GROW-Service API** The application programming interface provided by the Perinatal Institute as part of the GROW-Service.
- 1.9 GROW-Service Documentation** The supporting documentation produced to assist and define the implementation and usage of the **GROW-Service API**.
- 1.10 GROW-Service Content** All content produced by the Perinatal Institute relating to GROW
- 1.11 GROW-Service Data** Information stored in and retrieved from GROW-Service databases
- 1.12 Access Credentials** The confidential security information provided by the Perinatal Institute to MIS for use of the API.

2. TERMS AND CONDITIONS OF API USE

2.1 Permitted Uses. The Customer's use of the GROW-Service API is permitted to facilitate MIS Users in the implementation of the GAP programme. The Customer is only permitted to:

- produce, retrieve, edit and delete customised GROW charts either as an image within your user interface or as a PDF hard copy
- add, edit and delete fundal height and estimated fetal weight measurements to the embedded image
- add, edit and delete customised birthweight centiles
- retrieve data relating to GROW-Service API inputs and outputs
- retrieve reports relating to GROW-Service Data

Permission to use is only granted once certification is satisfied (see Section 2.4)

2.2 MIS Guidelines. The MIS Developer may develop, display or distribute an MIS that interacts with the API. The Customer agrees that they are solely responsible for the MIS and it must comply with the requirements of the Perinatal Institute (see Appendix 2 for a list of the related documents).

2.3 API License

- 2.3.1 Using the API.** Subject to this Agreement, the Perinatal Institute grants you a non-exclusive, non-transferable, and non-sub licensable (except as expressly permitted herein) license to use the API solely to do the following and subject to the restrictions set forth in this Agreement.
- 2.3.2 Access Credentials.** The Perinatal Institute will provide you and MIS Users with Access credentials that permit the Customer and MIS Users to access GROW-Service's API. The Access credentials are the property of the Perinatal Institute and may be revoked if they are shared (other than as allowed under this Agreement), if they are compromised, if you violate any term of this Agreement, or if the Perinatal Institute terminates this Agreement.
- 2.3.3 API Call Limitations.** The number of API calls permitted during any given period may have to be limited if excessive. The Perinatal Institute will determine call limits based on various factors, including the ways the MIS may be used or the anticipated volume of use associated with the MIS. The Perinatal Institute may, in its sole discretion, charge the Customer for API calls that exceed

reasonable call limits or terminate access to the API in accordance with Section 13.2.

2.4 Certification. The Perinatal Institute will require quality assurance certification to ensure the MIS complies with the GROW-Service's documentation. The Customer will be responsible for all costs associated with Certification and any modifications necessary to meet the Certification criteria and will not be permitted to access the API until Certification is complete. Future modifications of the MIS relating directly to the GROW-Service API or the use or display of the GROW-Service Content are subject to re-Certification, if applicable. If the Perinatal Institute require Certification, failure by the Customer to maintain Certification is cause for immediate termination of this Agreement.

3. GROW-SERVICE CONTENT

3.1 Using and Displaying GROW-Service Content. Display of GROW-Service Content is permitted only within the MIS or MIS related documentation (e.g. guidance, website etc).

3.2 Usage of GROW-Service Content. The Customer must have the Perinatal Institute's express written permission to use or display GROW-Service Content. Usage of the GROW-Service Content must be as-is. Displaying modified content is explicitly prohibited;

3.3 Age of GROW-Service Content. Displayed GROW-Service Content must be up-to-date

3.4 Framed GROW-Service Content. Unless expressly permitted by the Perinatal Institute, the Customer will not frame any GROW-Service Content.

4. RESTRICTED ACTIVITIES

The Customer must not use or access (nor facilitate or enable others to use or access) the GROW-Service API or GROW-Service Content in any way not expressly permitted under this Agreement. For example, you will not facilitate or enable others to:

- 4.1** Distribute, publish, or allow access or linking to the API or GROW-Service Content from any location or source other than the MIS.
- 4.2** Enable or permit the disclosure of GROW-Service Content other than as authorized under this Agreement.
- 4.3** Commercialise (that is, sell, rent, trade or lease), copy or store the GROW-Service Content, other than for the purposes allowed by this Agreement;
- 4.4** Modify, decompile, reverse engineer or otherwise alter the GROW-Service API or GROW-Service Content.
- 4.5** Use robots, crawlers, scraping or other technology to access or use GROW-Service Content to obtain any information beyond what the Perinatal Institute provides to you under this Agreement.
- 4.6** Knowingly create an Application that may be used to violate the GROW-Service User Agreement or GROW-Service documentation or applicable law.
- 4.7** Use the API in a manner that exceeds reasonable request volume, constitutes excessive or abusive usage or otherwise fails to comply or is inconsistent with any part of the GROW-Service Documentation, in accordance with 2.2.3.
- 4.8** Have the MIS or the Customer's use of GROW-Service Content: (i) be false, inaccurate or misleading; (ii) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy; (iii) violate any law, statute, ordinance, contract, regulation or generally accepted practice in all relevant jurisdictions (including without limitation those governing trade and export, financial services, consumer protection, unfair competition, antidiscrimination or false advertising); (iv) be defamatory, trade libelous, threatening or harassing; (v) contain any viruses or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system or data; or (vi) create liability for the Perinatal Institute or cause the Perinatal Institute to lose (in whole or in part) the services of our ISPs or other suppliers;
- 4.9** Provide any data or information to GROW-Service unless you represent and warrant that it is accurate and you have all rights necessary to provide such data or information to GROW-Service, and for GROW-Service to use it.

5. GROW SERVICE POLICIES

The Customer and the MIS will comply with this agreement and the GROW-Service Documentation and all applicable GAP policies. In the event of a conflict between this Agreement and the GROW-Service Documentation, this Agreement will control.

6. MODIFICATIONS

6.1 Modification of the API and GROW-Service Content. The Perinatal Institute may modify permitted API calls, its databases, the permitted uses under this Agreement, any GROW-Service Content and/or features provided in connection with the use of the API at any time with or without notice to the Customer. Modifications may affect the MIS and may require the customer to make changes to the MIS at the Customer's own cost to continue to be compatible with or interface with the API or GROW-Service Content.

6.2 Modification of this Agreement. The Perinatal Institute may from time to time need to change / update the terms of this Agreement, and will explain to its customers the reasons for doing so and seek their agreement. The Customers' use of the GROW-Service Content or API after the date on which changes become effective will constitute the Customer's acceptance of such changes.

7. MONITORING AND ENFORCEMENT

7.1 Right to Monitor and Audit. The Customer agrees that the Perinatal Institute may monitor or audit the MIS or activities relating to its use of GROW-Service API and GROW-Service Content. The Customer will not seek to block or otherwise interfere with the monitoring or audit, and the Perinatal Institute may use technical means to overcome any methods used to block or interfere with such monitoring. Audits may include requests for documents and information and visits to the Customer's facilities. The Customer's failure to reasonably comply with the Perinatal Institute's efforts to audit compliance with this Agreement shall constitute a material breach of this Agreement.

7.2 Remedy for Breach. If the Perinatal Institute, in its sole discretion, believes that the Customer or Customer's service providers' have breached this Agreement, or that the Customer or Customer's service providers have engaged in fraudulent activity, the Perinatal Institute may take any and all steps it deems appropriate, including issuing a warning, conducting an investigation, or suspending the API license.

7.3 Corrective Action. The Perinatal Institute reserves the right to take other corrective action as it sees fit in the event that it receives complaints from GROW-Service Users about the MIS or Customer's actions.

8. OWNERSHIP AND LICENSING

8.1 Ownership. As between the Perinatal Institute and the Customer: (i) The Perinatal Institute retains all rights, title and interest in and to all intellectual property rights embodied in or associated with GROW-Service Content and GROW-Service API; and (ii) The Customer retains all rights, title and interest in and to all intellectual property rights embodied in or associated with the MIS, excluding the aforementioned rights in this Section 8.1(i) above owned by or licensed to the Perinatal Institute. There are no implied licenses under this Agreement, and any rights not expressly granted to the Customer hereunder are reserved by the Perinatal Institute or its suppliers.

8.2 License. The Customer agrees that the Perinatal Institute, in its sole discretion, may use the Customer's trade names, trademarks, service marks, logos, and domain names for the purpose of advertising or publicizing the Customer's use of the API unless otherwise agreed upon in writing.

8.3 Competitive or Similar Materials. The Perinatal Institute will not be precluded from discussing, reviewing, developing for itself, having developed, acquiring, licensing or developing for third parties, as well as marketing and distributing, materials which are competitive with the MIS or other products or services provided by the customer, irrespective of their similarity to the Customer's current products or products that the Customer may develop.

9. AVAILABILITY, SECURITY AND STABILITY

It is in the best interests of both parties that the Perinatal Institute maintain a secure and stable environment. In the event of degradation or instability of GROW-Service API or GROW-Service Content or an emergency, the Perinatal Institute will do all within its power to ensure continuous provision of service. The Perinatal Institute cannot be held responsible for such unavoidable interruptions to service as disasters relating to building

access, third-party failures and/or malicious activities against the Perinatal Institute. The Perinatal Institute does, however, aim to provide 99.9% availability of all services with considerations in place for continuous provision of service in the event of systems failure.

The Perinatal Institute may have to plan unavailability of services to enable maintenance, with 24 hour notice given to the Customer where possible.

A Helpdesk Support and Service Level Agreement is provided as part of the GROW-Service API. The Helpdesk is in place to manage MIS Customer feedback and queries regarding planned and unexpected interruptions to GROW-Service. The Customer's continued access to the GROW-Service API or GROW-Service Content is subject to the Customer's compliance with the API Security Standards in Appendix 1, incorporated herein by this reference.

10. DISCLAIMER OF WARRANTIES & LIMITATION OF LIABILITY

Some jurisdictions do not allow certain warranty disclaimers or limitations on liability. Only disclaimers or limitations that are lawful in the applicable jurisdiction will apply to the Customer and the Perinatal Institute's liability will be limited to the maximum extent permitted by law.

Except as expressly stated herein, the Perinatal Institute disclaims all warranties and conditions, express, implied or statutory, including without limitation the implied warranties of title, non-infringement, merchantability and fitness for a particular purpose. The Perinatal Institute does not represent or warrant that any GROW-Service API or GROW-Service Content will operate securely or without interruption. All logos, products and services provided by GROW-Service hereunder are provided "As is" and "As available". The Customer acknowledges that they have not entered into this agreement in reliance upon any warranty or representation except those specifically set forth herein. The Perinatal Institute will have no direct consequential, special, indirect, exemplary, punitive, or other liability whether in contract, tort or any other legal theory, under this agreement, even in advised of the possibility of such liability and notwithstanding any failure or essential purpose of any limited remedy. In the event that the above is not enforceable, the Perinatal Institute's aggregate liability under this agreement is limited to amounts paid or payable to the Perinatal Institute by the Customer in the month preceding the claim. In the event that the former limitation of liability is held unenforceable by a competent court, the Perinatal Institute's aggregate liability is in any case limited to £ 10,000, Sterling (ten thousand pounds) per event, a series of events being considered as one single event.

11. INDEMNIFICATION

The Customer will indemnify, defend and hold the Perinatal Institute, its employees, agents, consultants, subsidiaries, partners, affiliates, and licensors harmless against any and all claims, costs, losses, damages, liabilities, judgments and expenses (including reasonable fees of attorneys and other professionals) (collectively, "Claims") that may arise from or are related to (i) use of the GROW-Service API; or (ii) the development, maintenance, use and contents of the MIS, including but not limited to any infringement of any third-party proprietary rights. At the Perinatal Institute's option, the Customer will assume control of the defense and settlement of any Claim subject to indemnification by the Customer (provided that, in such event, the Perinatal Institute may at any time thereafter elect to take over control of the defense and settlement of any such Claim, and in any event, the Customer will not settle any such Claim without the Perinatal Institute's prior written consent).

12. TERM AND TERMINATION

12.1 Term. The term of this Agreement will begin on the date on which the Agreement is signed by both parties. The agreement has a term of 1 (one) year. If this agreement is not terminated or not terminated in time, it is extended repeatedly in increments of 1 (one) year.

12.2 Termination. This Agreement will terminate automatically without notice if the Customer fails to comply with any of its terms. The license that is granted hereunder is dependent on the Customer's compliance with this agreement and terminates automatically if the Customer fails to comply with the terms.

12.3 Termination of the agreement as described in article 12.2 occurs by means of an email with a termination notice to grow@perinatal.org.uk 3 (three) months prior to the expiration date of the agreement. Any other methods used by the Customer to terminate the Agreement will be void and will not result in a termination. The Customer's termination notice will be effective when it is received by the Perinatal Institute.

12.4 Effect of Termination. Upon the termination of this Agreement, the Customer and the Customer's Access credentials will be revoked, all licenses granted hereunder will terminate. The Customer will destroy all copies of GROW-Service Content within ten days of termination and provide written proof of destruction to the Perinatal Institute upon request.

12.5 Survival. The following Sections will survive any termination of this Agreement: [1] Definitions, [3] GROW-Service Content, [4] Restricted Activities, [5] GROW-Service Policies, [8] Ownership and Licensing, [10] Disclaimer of Warranties & Limitation of Liability, [11] Indemnification, [12.4] Effect of Termination, [13] Confidentiality, [14] Publicity, [16] Miscellaneous.

13. CONFIDENTIALITY

“**Confidential Information**” will include all information provided by the Perinatal Institute to the Customer under this Agreement, including without limitation, GROW-Service Content, and Access credentials. Customer will not use or disclose Confidential Information other than as required to perform under and permitted by this Agreement. Your confidentiality obligations will survive the termination of this Agreement for three years. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of Confidential Information and that the Perinatal Institute will be entitled (without waiving any other rights or remedies) to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction, without obligation to post any bond. Any information provided by the Customer to the Perinatal Institute hereunder is considered by the Perinatal Institute to be non-confidential. The Perinatal Institute has no duty, express or implied, to pay any compensation for the disclosure or use of any such information provided by the Customer to the Perinatal Institute. The Customer acknowledges and agrees that any information provided to the Perinatal Institute is solely to consider a business relationship under this Agreement and the Customer have no expectation of payment.

14. PUBLICITY

The Customer will not make any public statement regarding this Agreement, the terms of this Agreement, any aspect thereof the GROW-Service API or GROW-Service Content without the Perinatal Institute’s prior written approval. The Customer permits the Perinatal Institute to make public statements about the Customer’s use of the GROW-Service API unless otherwise agreed upon in writing.

15. LAW AND VENUE

This Agreement will be construed as if both parties jointly wrote it, governed by UK law except for its conflicts of laws principles, and any cause of action arising under or relating to this Agreement must be brought exclusively in a court in the UK. However, this will not affect the Customer’s statutory rights if the Customer is a consumer and the competent court determines that applicable consumer law requires application of another law (such as the law of your country of residence).

16. MISCELLANEOUS

The Customer acknowledges and agrees that this Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and any conflicting or additional terms contained in other documents or oral discussions are void. The Customer may grant approvals, permissions and consents to the Perinatal Institute by email, but any modifications by the Customer to this Agreement must be made in a writing (not email) executed by both parties.. Any notices to the Perinatal Institute must be sent to our corporate address as set forth on our website via first class or air mail or overnight courier, and is deemed given upon receipt. A waiver of any default is not a waiver of any subsequent default. Unenforceable provisions will be modified to reflect the parties' intention, and remaining provisions of the Agreement will remain in full effect. Neither party may assign this Agreement without the prior express written permission of the other party. Notwithstanding the foregoing, the Customer’s consent shall not be required for the Perinatal Institute’s assignment or transfer (1) due to operation of law, or (2) to an entity that acquires substantially all of the Perinatal Institute’s stock, assets or business, or (3) to a related entity (e.g., parent or subsidiary of parent). The Customer and the Perinatal Institute are not legal partners or agents, but are independent contractors.

To accept this License Agreement, please sign and return two copies to the Perinatal Institute’s address.

Date:

Date:

On behalf of

On behalf of

[MIS]

Perinatal Institute

(Signature)

(Signature)

Name:

Name: J Gardosi

Position:

Position: Director

Appendix 1
API Security Standards

You will comply with the following API Security Standards (“**Security Standards**”):

1. Security Audits

- 1.1 Audit.** The Perinatal Institute reserves the right to periodically audit the Systems to ensure compliance with the requirements of this Exhibit. Non-intrusive network and application security scans may be performed randomly without prior notice.
- 1.2 Audit After a Security Breach Incident.** For purposes of these Security Standards, a “Security Breach” is defined as a breach of security of your facility, systems or site where GROW-Service Content or GROW-Service Data has been acquired by an unauthorized person. In the event of a Security Breach, the Perinatal Institute may suspend or terminate your access to the API and GROW-Service Content and the Perinatal Institute may conduct a security audit.
- 1.3 Audit Results and your Response.** The Perinatal Institute will provide you with detailed results of any security audit performed by the Perinatal Institute pursuant to these Security Standards. You will be granted thirty (30) days to resolve any issues the Perinatal Institute has identified through a security audit. Should you fail to resolve such identified issues, the Perinatal Institute may immediately suspend or terminate the Customer’s access to the API and GROW-Service Content without notice.

2. Security Incidents and Response

- 2.1 Notification and Timing.** Notwithstanding any other legal obligations, the Customer agrees to immediately notify the Perinatal Institute in writing upon a discovery of a Security Breach. The Customer agrees to use commercially reasonable efforts to notify the Perinatal Institute of any detection of a Security Breach no more than twenty-four (24) hours after detection of a Security Breach. Notwithstanding the foregoing, under no circumstances will more than two (2) days pass between the Customer’s detection of a Security Breach and the Perinatal Institute being notified.
- 2.2 Notification Format.** The Customer’s notification of a Security Breach in accordance with the requirements set forth above will take the form of an email to grow@perinatal.org.uk Such notification email will include: a problem statement, expected resolution time (if known), and the name and phone number of the Customer representative that the Perinatal Institute can contact to obtain incident updates.

3. Security Precautions

- 3.1 Best Practices.** The Customer agrees to adhere at all times to reasonable security practices, as specified in current industry literature on topics relevant to your interaction with the GROW-Service API. In the event such best practices conflict with these Security Standards, you will comply with these Security Standards.

4. Data Security

- 4.1 Data Storage.** The Customer agrees to maintain reasonable safeguards to protect the security of the following information, whether provided by an MIS User to the Customer or obtained from the GROW-Service API:
- a. Access Credentials
 - b. Reporting
 - c. Any other GROW-Service data

Appendix 2 – GROW-Service Developer Documentation

Title	Date	Version
GAP Outline Specification – New users 15/16	21/10/2015	1.1
API Manager Guidance	19/10/2015	1.2
GROW-Service - User Interface Guidance	21/10/2015	1.2
GROW-Service - REST API for V1.1.7	21/10/2015	1.1.7
GROW-Service - Developer Guidance	20/10/2015	1.2
Helpdesk Support Spec	05/02/2015	3

Available - <https://docs.growservice.org/api>