



# EZDERM CLINICAL API DOCUMENTATION AND TERMS OF USE

Version	Date	Author
1.0	July 11, 2019	EZDERM, LLC



## Table of Contents

API DOCUMENTATION.....	3
API for Client Login and getting Access Token.....	4
Request.....	4
Response sent on Successful Validation.....	4
Response sent when Validation Fails (wrong username/password).....	4
Response sent when Validation Fails (username/password field missing).....	5
API for getting Patient Token.....	6
Request.....	6
Response sent on Successful Validation.....	6
Response sent when Validation Fails (token expired).....	6
Response sent when Validation Fails (invalid token).....	6
API for getting Patient Clinical Data by Category.....	8
Request.....	8
Response sent on Successful Retrieval.....	8
Response sent when Retrieval Fails (omitted or inserted wrong patient token).....	9
Response sent when Retrieval Fails (omitted or sent empty “categories” field).....	9
Response sent when Validation Fails (token expired).....	9
Response sent when Validation Fails (invalid token).....	10
Clarifications.....	10
API for getting All Patient Clinical data.....	20
Request.....	20
Response sent on Successful Retrieval.....	20
Response sent when Retrieval Fails (omitted or inserted wrong patient token).....	21
Response sent when Validation Fails (token expired).....	21
Response sent when Validation Fails (invalid token).....	21
Clarifications.....	22
TERMS OF USE.....	23



## API DOCUMENTATION

This API provides access to patient information (Common Clinical Data Set), in accordance to the regulations cited by ONC in §170.315(g)(7), §170.315(g)(8) and §170.315(g)(9).

No additional software components and configuration are necessary to interact with the API.

The external agent must construct API requests and invoke the API provided by EZDERM as detailed below.

The API can be used by any patient in EZDERM system with valid user credentials (username and password which are already presented in EZDERM system).

### **STEPS:**

Log In with your username and password for retrieving Access Token

Use Access Token for selecting a patient and getting a Patient Token

Use Access Token and Patient Token for getting full patient data or patient data by a specific category



## API for Client Login and getting Access Token

### Request

Method: POST

URL: <https://login.ezderm.com/api/external/login>

Headers:

Content-Type: application/json

Body:

```
{  
  "username": "alice.newman",  
  "password": "0000Alice0000"  
}
```

username	string	required field
password	string	required field

### Response sent on Successful Validation

```
{  
  "accessToken" :  
  "eyJ0eXAiOiJKV1QiLCJhbGciOiJIJFZlIHNiJ9.eyJwIjoiMDAwMDAwMDAtMDAwM  
C0wMDAwLTAwMDAtMDAwMDAwMDAwMDAwMDAwliwiZCI6IjAwMDAyliwidSI6IkUx  
MjMxOTZELTE3MTctNDhDNi1BMzk4LUFDQz..."  
}
```

Format: JSON Status: 200 OK

### Response sent when Validation Fails (**wrong username/password**)

```
{  
  "message": "AUTH_BAD_CREDENTIALS"  
}
```

Format: JSON Status: 401 Unauthorized



**Response sent when Validation Fails (username/password field missing)**

```
{  
  "message": "AUTH_LOGIN_INVALID_PARAM"  
}
```

Format: JSON Status: 401 Unauthorized



## API for getting Patient Token

### Request

Method: GET

URL: <https://cloud.ezderm.com/external-webservice/api/external/getPatientToken>

Headers:

Authorization: Bearer eyJ0eXAiOiJKV1QiLCJhbGciOiJFUzI1NiJ9.eyJwIjoiM...

**Note:** It is necessary to put “Bearer ” part before Access token in Authorization header.

### Response sent on Successful Validation

```
{  
  "patientToken": "AENW003105022"  
}
```

Format: JSON Status: 200 OK

### Response sent when Validation Fails (token expired)

```
{  
  "message": "JWT_TOKEN_EXPIRED",  
  "description": "The Token has expired on Thu May 30 10:49:15 UTC 2019."  
}
```

Format: JSON Status: 401 Unauthorized

### Response sent when Validation Fails (invalid token)

```
{  
  "message": "JWT_DECODE_FAILED",  
  "description": "Cannot decode JWT token"  
}
```

or



```
{  
  "message": "JWT_SIGNATURE_VERIFICATION_FAILED",  
  "description": "The Token's Signature is not valid"  
}
```

Format: JSON Status: 401 Unauthorized



## API for getting Patient Clinical Data by Category

### Request

Method: POST

URL: <https://cloud.ezderm.com/external-webservice/api/external/getPatientDataByCategories>

Headers:

Content-Type: application/json

Authorization: Bearer eyJ0eXAiOiJKV1QiLCJhbGciOiJIJFUzI1NiJ9.eyJwIjoiM...

Body:

```
{
  "patientToken": "AENW003105022",
  "categories": ["SMOKING_STATUS", "MEDICATIONS"],
  "fromDate": "2015-06-21",
  "toDate": "2015-06-23"
}
```

patientToken	String	Required field
categories	List	Required field
fromDate	Date (YYYY-MM-DD)	Optional field
toDate	Date (YYYY-MM-DD)	Optional field

### Response sent on Successful Retrieval

```
{
  "smokingStatus": [
    {
      "snomedCode": "449868002",
      "snomedDescription": "Current every day smoker",
      "startDate": "06/22/2015",
      "endDate": ""
    }
  ],
}
```



```
"problems": [  
  {  
    "problemName": "Fever",  
    "problemStatus": "ACTIVE",  
    "snomedCode": "386661006",  
    "dateDiagnosed": "06/22/2015"  
  }  
]
```

Format: JSON Status: 200 OK

**Response sent when Retrieval Fails (omitted or inserted wrong patient token)**

```
{  
  "message": "Patient token mismatch"  
}
```

Format: JSON Status: 401 Unauthorized

**Response sent when Retrieval Fails (omitted or sent empty "categories" field)**

```
{  
  "message": "No selected category"  
}
```

Format: JSON Status: 400 Bad Request

**Response sent when Validation Fails (token expired)**

```
{  
  "message": "JWT_TOKEN_EXPIRED",  
  "description": "The Token has expired on Thu May 30 10:49:15 UTC 2019."  
}
```

Format: JSON Status: 401 Unauthorized

### Response sent when Validation Fails (invalid token)

```
{
  "message": "JWT_DECODE_FAILED",
  "description": "Cannot decode JWT token"
}
or
{
  "message": "JWT_SIGNATURE_VERIFICATION_FAILED",
  "description": "The Token's Signature is not valid"
}
```

Format: JSON Status: 401 Unauthorized

### Clarifications

When selecting a category, user is able to define one or more categories in request.

Optionally, user can specify time period for requesting data:

- If both start and end date are defined, API will return all data that is included in that time period;
- If just start date is defined, API will return all records with date equal or greater than requested date;
- If just end date is defined, API will return all records with date equal or less than requested date;
- If start is same as end date, API will return patient data for the specific date;
- If date range is not specified, all patient data will be returned. This will also return all objects which do not have reference date defined.

If there is no clinical data for a selected category (within a selected period of time), API will return an empty object.



```
{  
  "smokingStatus": [],  
  "medications": []  
}
```

All fields in response are of type “string”. Date fields are “string” in format “MM/DD/YYYY”. If some field is not populated, API will return that field as an empty string.

```
"patientNameInfo":  
{  
  "firstName": "AliceKris",  
  "lastName": "Newman",  
  "middleName": "Jones",  
  "suffix": "",  
  "previousName": "Alicia"  
}
```

Available categories	Filter Reference date
DEMOGRAPHICS	Not Applicable
SMOKING_STATUS	startDate
PROBLEMS	dateDiagnosed
MEDICATIONS	startDate
MEDICATION_ALLERGIES	date
LABORATORY_TESTS	testDate
LABORATORY_RESULTS	date
VITAL_SIGNS	vitalSignsDate
PROCEDURES	date
CARE_TEAM_MEMBERS	visitDate
IMMUNIZATIONS	date

UNIQUE_DEVICE_IDENTIFIERS	dateImplanted
ASSESSMENTS	assessmentDate
TREATMENT_PLANS	visitDate
GOALS	date
HEALTH_CONCERNS	date

Example of full response:

```
{
  "patientDemographics": {
    "patientNameInfo": {
      "firstName": "Alice",
      "lastName": "Newman",
      "middleName": "Jones",
      "suffix": "",
      "previousName": "Alicia"
    },
    "dateOfBirth": "05/01/1970",
    "sex": {
      "sex": "Female",
      "sexCode": "F"
    },
    "races": [
      {
        "race": "White",
        "raceCode": "2106-3"
      },
      {
        "race": "European",
        "raceCode": "2108-9"
      }
    ],
    "ethnicities": [
```

```
{
  "ethnicity": "Not Hispanic or Latino",
  "ethnicityCode": "2186-5"
},
"preferredLanguage": {
  "language": "English",
  "languageCode": "en"
},
"smokingStatus": [
  {
    "snomedCode": "449868002",
    "snomedDescription": "Current every day smoker",
    "startDate": "06/22/2015",
    "endDate": ""
  }
],
"problems": [
  {
    "problemName": "Overweight",
    "problemStatus": "RESOLVED",
    "snomedCode": "238131007",
    "dateDiagnosed": "12/31/2006"
  },
  {
    "problemName": "Fever",
    "problemStatus": "ACTIVE",
    "snomedCode": "386661006",
    "dateDiagnosed": "06/22/2015"
  }
],
"medications": [
  {
```



```
"medicineName": "Ceftriaxone 100 MG/ML Injectable Solution",
"directions": "Two times daily 1 unit",
"rxNormCode": "309090",
"startDate": "06/22/2015",
"status": "Medication commenced"
}
],
"medicationAllergies": [
{
  "substance": "penicillin G",
  "reactions": [
    {
      "reaction": "Hives",
      "reactionSnomedCode": "247472004"
    }
  ]
},
{
  "severity": "Moderate",
  "rxNormCode": "7980",
  "date": "05/10/1980",
  "status": "Active"
}
],
"laboratoryTests": [
{
  "testName": "Urinalysis macro (dipstick) panel - Urine",
  "testDate": "06/22/2015",
  "loincCode": "24357-6"
},
{
  "testName": "Chest X-ray 2 Views",
  "testDate": "06/22/2015",
  "loincCode": "36643-5"
}
],
```



```
"laboratoryResults": [  
  {  
    "laboratoryName": "Value Labs",  
    "laboratoryAddress": "2474 Rocky place, Beaverton, OR 97006",  
    "laboratoryPhone": "(555) 666-1002",  
    "laboratoryTestName": "Urinalysis macro (dipstick) panel - Urine",  
    "laboratoryTestLoincCode": "24357-6",  
    "laboratoryResultList": [  
      {  
        "resultType": "pH of Urine by Test strip",  
        "loincCode": "5803-2",  
        "resultValue": "5.0 [pH]",  
        "relevantReferenceRange": "5.0-8.0",  
        "interpretation": "Normal",  
        "date": "06/22/2015"  
      },  
      {  
        "resultType": "Color of Urine",  
        "loincCode": "5778-6",  
        "resultValue": "YELLOW",  
        "relevantReferenceRange": "YELLOW",  
        "interpretation": "Normal",  
        "date": "06/22/2015"  
      }  
    ]  
  },  
  {  
    "laboratoryName": "Value Labs",  
    "laboratoryAddress": "2474 Rocky place, Beaverton, OR 97006",  
    "laboratoryPhone": "(555) 666-1002",  
    "laboratoryTestName": "Chest X-ray 2 Views",  
    "laboratoryTestLoincCode": "36643-5",  
    "laboratoryResultList": [  
      {
```



```
"resultType": "Chest X-ray 2 Views",
"loincCode": "36643-5",
"resultValue": "Lungs are not clear, cannot rule out Anemia. Other tests are
required to determine the presence or absence of Anemia.",
"relevantReferenceRange": "",
"interpretation": "Normal",
"date": "06/22/2015"
}
]
}
],
"vitalSigns": [
{
"vitalSignsDate": "06/22/2015",
"vitalSignList": [
{
"name": "Weight",
"loincCode": "29463-7",
"value": "88",
"unit": "kg"
},
{
"name": "Blood Pressure-Systolic",
"loincCode": "8480-6",
"value": "145",
"unit": "mm[Hg]"
}
]
}
],
"procedures": [
{
"procedure": "Nebulizer therapy",
"snomedCode": "56251003",
"date": "06/22/2015"
}
```



```
}
],
"careTeamMembers": [
  {
    "visitDate": "06/22/2015",
    "careTeamMemberList": [
      {
        "firstName": "Tracy",
        "lastName": "Davis",
        "middleName": "",
        "title": ""
      },
      {
        "firstName": "Albert",
        "lastName": "Davis",
        "middleName": "",
        "title": "Dr"
      }
    ]
  }
],
"immunizations": [
  {
    "vaccine": "influenza, intradermal, quadrivalent, preservative free, injectable",
    "cvxCode": "166",
    "date": "06/22/2015",
    "status": "Refused by Patient - Immunization was not given - Patient rejected immunization"
  }
],
"uniqueDeviceIdentifiers": [
  {
    "uniqueDeviceIdentifier": "(01)00643169007222(17)160128(21)BLC200461H",
    "status": "Active",
    "dateImplanted": "06/22/2015",
```



```
"deviceName": "Cardiac resynchronization therapy implantable defibrillator",
"assigningAuthority": "FDA"
}
],
"assessments": [
{
  "assessmentDate": "06/22/2015",
  "assessmentText": "The patient was found to have fever and Dr Davis is
suspecting Anemia\nbased on the patient history. So Dr Davis asked the patient
to closely monitor the temperature and blood pressure and get admitted to
Community Health Hospitals if the fever does not subside within a day."
}
],
"treatmentPlans": [
{
  "visitDate": "06/22/2015",
  "treatmentPlanList": [
    {
      "plannedCare": "Urinalysis macro (dipstick) panel",
      "startDate": "06/29/2015",
      "loincCode": "24357-6"
    },
    {
      "plannedCare": "Schedule follow on visit with Neighborhood Physicians
Practice on 7/1/2015.",
      "startDate": ""
    }
  ]
}
],
"goals": [
{
  "goal": "a. Get rid of intermittent fever that is occurring every few weeks.",
  "date": "06/22/2015"
}
{
```



```
"goal": "b. Need to gain more energy to do regular activities",
"date": "06/22/2015"
}
],
"healthConcerns": {
  "observations": [
    {
      "observation": "Chronic Sickness exhibited by patient",
      "date": "06/22/2015"
    }
  ],
  "concerns": [
    {
      "concern": "i. Documented HyperTension problem",
      "date": "06/22/2015"
    },
    {
      "concern": "ii. Documented HypoThyroidism problem",
      "date": "06/22/2015"
    }
  ]
}
}
```



## API for getting All Patient Clinical data

### Request

Method: POST

URL: <https://cloud.ezderm.com/external-webservice/api/external/getPatientAllData>

Headers:

Content-Type: application/json

Authorization: Bearer eyJ0eXAiOiJKV1QiLCJhbGciOiJFUzI1NiJ9.eyJwIjoiM...

Body:

```
{  
  "patientToken": "AENW003105022",  
  "fromDate": "2018-09-13",  
  "toDate": "2019-06-30"  
}
```

patientToken	String	Required field
fromDate	Date (YYYY-MM-DD)	Optional field
toDate	Date (YYYY-MM-DD)	Optional field

### Response sent on Successful Retrieval

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>  
<PatientClinicalDocuments>  
<ClinicalDocument> ... (CCDA full data) ... </ClinicalDocument>  
</PatientClinicalDocuments>
```

Format: XML Status: 200 OK

**Response sent when Retrieval Fails (omitted or inserted wrong patient token)**

```
{  
  "message": "Patient token mismatch"  
}
```

Format: JSON Status: 401 Unauthorized

**Response sent when Validation Fails (token expired)**

```
{  
  "message": "JWT_TOKEN_EXPIRED",  
  "description": "The Token has expired on Thu May 30 10:49:15 UTC 2019."  
}
```

Format: JSON Status: 401 Unauthorized

**Response sent when Validation Fails (invalid token)**

```
{  
  "message": "JWT_DECODE_FAILED",  
  "description": "Cannot decode JWT token"  
}
```

or

```
{  
  "message": "JWT_SIGNATURE_VERIFICATION_FAILED",  
  "description": "The Token's Signature is not valid"  
}
```

Format: JSON Status: 401 Unauthorized

## Clarifications

API for getting All Patient Clinical data returns patient's visits as Clinical Documents (in CCDA format) inside <PatientClinicalDocuments> object.

When filter dates are include in API request, the following rules apply:

- If both start and end date are defined, API will return all patient visits which are included in that time period;
- If just start date is defined, API will return all patient visits with visit date equal or greater than requested date;
- If just end date is defined, API will return all patient visits with visit date equal or less than requested date;
- If start is same as end date, API will return patient visits for the specific date;
- If date range is not specified, all patient visits will be returned:

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<PatientClinicalDocuments>
  <ClinicalDocument xmlns="urn:hl7-org:v3"
    ...
  </ClinicalDocument>
  <ClinicalDocument xmlns="urn:hl7-org:v3"
    ...
  </ClinicalDocument>
</PatientClinicalDocuments>
```

- If there are no visits for selected time period, API will return empty <PatientClinicalDocuments> object:

```
<?xml version="1.0" encoding="UTF-8" standalone="yes"?>
<PatientClinicalDocuments></PatientClinicalDocuments>
```



## TERMS OF USE

This EZDERM Clinical API Terms of Use forms an agreement (the “Agreement”) between EZDERM, LLC, a Florida limited liability company (“EZDERM”), and you (the “Third Party”). The term “Third Party” collectively refers to a patient, and/or application developer and/or vendor of a software application, and/or a health care provider and/or health care organization, who intends to access health information of self, or of a person, maintained on EZDERM’s software application. The term “You” refers to any or all of the Third Parties stated above. By accessing or using the EZDERM Clinical API, you are agreeing to be bound by the terms of this Agreement.

**PREFACE.** Following the requirements defined for the certification of EZDERM’s Electronic Health Records software (“EHR”), directed by the OFFICE OF THE NATIONAL COORDINATOR FOR HEALTH INFORMATION TECHNOLOGY (the “ONC”) for the certification of EZDERM’s EHR for the 2015 edition, EZDERM has made available this EZDERM Clinical API to enable retrieval of certain patient information from EZDERM’s databases.

**AGREEMENT.** In consideration of the foregoing and the mutual promises made herein, the parties agree as follows.

1. **ACCEPTANCE OF TERMS.** You are deemed to be entering into this Agreement and accept all of its terms if you access or use the EZDERM Clinical API. If you are using the EZDERM Clinical API on behalf of an entity, you represent and warrant that you have authority to bind that party to this Agreement, and you are doing so on behalf of both you and that entity. Notwithstanding the foregoing, the terms of this Agreement shall be superseded by any conflicting or additional terms set forth in a separate written agreement that you or that entity specifically enter into with EZDERM regarding the use of the EZDERM Clinical API.
2. **DEFINED TERMS.**
  - a. “EZDERM Data” means all data created by EZDERM or its software, whether or not derived from Provider Data.
  - b. “Provider” refers to a provider of medical services for whom EZDERM provides contracted software services.
  - c. “Provider Data” means, as to a particular Provider, data created by that Provider that is stored in or accessible from EZDERM’s software.
3. **CHANGES TO API AND TERMS OF USE.**
  - a. EZDERM may modify or update the EZDERM Clinical API from time to time. Future version(s) of the EZDERM Clinical API may or may not be backwards compatible with previous versions.



- b. EZDERM may periodically update the TERMS OF USE. If you are unable to comply with any amended version of the terms herein, you should stop the use of the EZDERM Clinical API immediately.
4. **RESTRICTIONS ON USE.** EZDERM retains the right to set and enforce limits on use of the EZDERM Clinical API, without notice or liability, at our sole discretion and to disable, restrict or remove your access to the EZDERM Clinical API. In addition to any other limitations set forth in this Agreement or imposed by law, you will not:
  - a. Use the EZDERM Clinical API in a way that could impair, harm or damage EZDERM, any EZDERM service or application, or any other person's use of the EZDERM Clinical API, service or application, or that exceeds the API use restrictions set forth in any documentation, if applicable;
  - b. Use the EZDERM Clinical API to disrupt, interfere with, or attempt to gain unauthorized access to services, servers, or networks connected to, or accessible through the EZDERM Clinical API;
  - c. Reverse engineer, decompile, or disassemble the EZDERM Clinical API or software product, or redistribute, resell or sublicense access to any portion of EZDERM software;
  - d. Use the EZDERM Clinical API in a way that threatens the integrity, performance or reliability of the EZDERM Clinical API or any portion of EZDERM software, including performance or stress testing, or in any manner that works around any technical limitations incorporated into the EZDERM Clinical API;
  - e. Request from the EZDERM Clinical API any Provider Data that is not required by the ONC under the EHR 2015 edition certification;
  - f. Sell, lease or sublicense the EZDERM Clinical API or any data derived through the EZDERM Clinical API;
  - g. Use this EZDERM Clinical API or any EZDERM Data in a manner that violates any applicable law or third party right, including federal and state laws pertaining to the privacy and protection of personal health information and personally identifiable information.
5. **NO PROMOTION.** You will not make any statement regarding your use of the EZDERM Clinical API which suggests partnership with, sponsorship by, or endorsement by EZDERM without the express written consent of EZDERM.
6. **OWNERSHIP RIGHTS.** Except as expressly provided for in this Agreement, EZDERM retains all right, title and interest in this EZDERM Clinical API, the EZDERM software, the EZDERM Data, and all of EZDERM's other intellectual property, data and technology.
7. **AUDIT RIGHT.** You agree that EZDERM may monitor use of the EZDERM Clinical API to ensure compliance with the terms of this Agreement, and you will not take any action to interfere with such monitoring. In addition,





EZDERM shall be permitted, upon reasonable advance notice and during regular business hours, to inspect and audit the files and records as necessary to verify compliance with this Agreement, and you shall cooperate with all reasonable requests in conducting any such audit.

8. **INDEMNIFICATION.** You shall indemnify and hold EZDERM, its affiliates, and each of their respective directors, officers, employees and agents, together with each of their respective successors and assigns, harmless against any and all claims, demands, liabilities, damages, losses, costs, fees (including legal fees) and expenses, of any type whatsoever relating to a third party claim arising out of (A) your use of the EZDERM Clinical API or breach of this Agreement or (B) any claim that your application infringes the patent, copyright, trademark or other intellectual property right of a third party (except to the extent such claim is based on the EZDERM CLINICAL API). Any claim for indemnification hereunder shall be made promptly following the event giving rise thereto, provided that any failure or delay in providing such notice shall not relieve you of your obligations except to the extent actually prejudiced thereby. In the event of any claim for indemnity hereunder, you shall, if requested by EZDERM in writing, promptly assume the defense thereof, at your own expense, with counsel reasonably acceptable to EZDERM. Regardless of which party is defending, each party shall cooperate with the other as reasonably requested in connection the indemnified matter, shall keep the other reasonably apprised of the status thereof, and shall not enter into any settlement or compromise that creates any obligation or liability or admits any wrongdoing on behalf of the other party without the consent of such other party, not to be unreasonably withheld, conditioned or delayed.

9. **DISCLAIMER AND LIMITATION OF LIABILITY.**

- a. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EZDERM MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON- INFRINGEMENT. SPECIFICALLY, EZDERM MAKES NO WARRANTY THAT THE EZDERM CLINICAL API WILL FUNCTION AS INTENDED OR THAT THEY WILL BE AVAILABLE OR FREE FROM BUGS OR OTHERWISE MEET YOUR NEEDS. THE EZDERM CLINICAL API IS PROVIDED “AS-IS.”
- b. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, THE TOTAL LIABILITY OF EZDERM AND ITS AFFILIATES UNDER THIS AGREEMENT SHALL BE LIMITED TO FIFTY DOLLARS (\$50). IN NO EVENT WILL EZDERM OR ITS AFFILIATES BE LIABLE TO THE THIRD PARTY OR ITS AFFILIATES UNDER THIS AGREEMENT FOR ANY OTHER DAMAGES, UNDER ANY LEGAL THEORY, WHETHER DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHERWISE,



INCLUDING LOST PROFITS, DATA OR BUSINESS OPPORTUNITY. THE FOREGOING SHALL APPLY EVEN IF EZDERM OR SUCH AFFILIATE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND EVEN IF A LIMITED REMEDY SET FORTH IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

10. **DISPUTE RESOLUTION.** Any controversy or claim arising out of or relating to this Agreement shall be settled solely by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator. The place of arbitration shall be Collier County, Florida. The arbitration shall be governed by the laws of the State of Florida (other than choice of law principles thereof). The prevailing party shall be entitled to an award of reasonable attorney fees. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

**YOU ACCEPT THIS AGREEMENT BY ACCESSING OR USING THE EZDERM CLINICAL API. SIGNATURE IS NOT REQUIRED.**