Managed Intermediary Terms of Service
Last updated 17/01/24

Oexa Managed Intermediary (**'MI', 'Services'**) is owned by Oexa Pty Ltd (**'Oexa', 'Our', 'Us', 'We'**) and supports Vendors (**'You', 'Your', 'Users'**) in delivering solutions that handle the end consumer use cases of electronic prescribing in Australia.

By accessing, and/or using this website and the related services, You agree to these Terms of Service (**'Agreement', 'Terms'**), which include Our [Privacy Policy](). You should review the Privacy Policy and these Terms carefully and immediately cease using our website and the related services if You do not agree to these Terms.

These Terms can be changed at any time with updates to take effect 14 days after Oexa provides notice to You by email. The most current version of these Terms of Services can be found and reviewed by clicking on the "terms" hyperlink on the website.

1. What is the Managed Intermediary (MI)?
Oexa Managed Intermediary is a managed integration service for the Australian Electronic Prescription platforms, exposing Token Lookup and Active Script List (**'ASL'**)* consumer functionality to integrators. The MI implements several domain-specific conformance requirements for a consumer Mobile Intermediary service, allowing an integrator to focus effort on core product functionality.

2. Services

2.1 Temporary Use License
During the period for which You are authorised to use the Services, and subject to Your compliance with the Terms, You are granted a personal, non-sublicensable, non-exclusive, non-transferable, limited license, to use the Services, according to the service capacity of Your account. Any rights not expressly granted herein are reserved and no license or right to use any trademark of Oexa or any third-party is granted to You in connection with the Services.

2.2 The Services include:
- The MI front-end portal (**'Portal'**) gives Vendors and their authorised Users a gateway to configure and access information related to their integration with the MI and related features; and
- The MI Application Programming Interface (**'APIs'**) provides vendor systems a gateway to securely access electronic prescription and ASL data for third-party/consumer usage scenarios.

2.3 Service Functionality include:

- **Electronic Prescription Consumer Token Lookup operations** – Look up an electronic prescription using a token identifier and retrieve the status and prescription details
- **Payload Mapping –** Optionally, return simplified payloads in addition to Fast Healthcare Interoperability Resources (FHIR) payloads
- **Audit Reporting –** Produce an audit report in .xlsx format per conformance requirements (upon request)
- **Conformance Maintenance –** Support changes in Conformance requirements and capabilities, as defined by the Australian Digital Health Agency (**'ADHA'**) and implemented by upstream third-party vendors
- **Conformance Support Content –** Analysis and communication of downstream changes required by changes in Conformance requirements
- **API Documentation**
- **Support Dashboard –** Manage credentials and view usage statistics
- **Dispense Queue Integration –** Send electronic prescriptions to dispense system queue
- **Electronic Prescription Consumer ASL operations –** Activate and view the scripts on an ASL. Manage ASL script visibility (hide/unhide) and organisation access (revoke/reinstate)

*ASL functionality will be made available after Medication Knowledge (**'MK'**) provide access for third-party consumer integration.

3. Registration and Access

To access the MI, Portal, and APIs, the Vendor must have an MI account and API credentials as provisioned by Oexa. Only authorised Users of the Vendor may log in to the Portal.

Prior to being provided access to Oexa Services related to Token Lookup or ASL related functionality, You must have notified Medication Knowledge in writing of your intention to integrate with Oexa Managed Intermediary, and have entered into a separate written agreement with Medication Knowledge.

Oexa may provide You access to the portal for integration testing and/or access to a development environment. However, the Vendor must satisfy the **Minimum Requirements** prior to accessing Production environments.

3.1 Minimum Requirements
To connect a Production application to the MI APIs:
- Oexa must be satisfied that the Vendor's use of the MI APIs is consistent with the requirements and intention of third-party integrations as described in the Electronic Prescribing framework by the ADHA; and

- The Vendor must be listed on the ADHA's Electronic Prescribing conformance register with active conformance.

Oexa will not provide production credentials to a Vendor that does not satisfy the Minimum Requirements.

4. Vendor Responsibility

The Vendor must ensure that they, and each User take all steps necessary to validate the identity of a Patient before invoking the MI APIs that retrieve or modify electronic prescription tokens or contents of an ASL associated with that Patient.

The Vendor acknowledges and agrees that:
- You are responsible for undertaking Your own checks in relation to the suitability and applicability of the Services for You and Your Users required purposes;
- You are responsible for ensuring Your application maintains conformant behaviour as declared in Your conformance submissions;
- You will notify Oexa at the earliest possible opportunity and not more than five (5) business days from the time:
    - You determine that Your application is not exhibiting conformant behaviour;
    - You begin developing modifications to Your application that substantially impact the behaviour of previously developed conformant behaviour; and
    - If requested by Oexa, You will also provide notice of five (5) business days prior to deploying such modification.
- You are responsible for assuring the validity of any User access requested to administrative features such as the Portal. This includes, but is not limited to, ensuring accounts are adequately secured and that only authorised Users maintain access to the Portal;
- You must not perform any benchmark tests or analyses relating to Services without the express permission of Oexa.
- You must maintain an active agreement with Medication Knowledge at all times, if Your product makes use of Token Lookup or ASL related services. If at any point You do not have an active agreement with Medication Knowledge and Your product makes use of Token Lookup or ASL related services, You must:
    - Immediately cease use of Oexa Managed Intermediary
    - Immediately notify Oexa of the updated contractual state between You and Medication Knowledge
- You must provide Oexa with an estimated forecast of operation volumes on a quarterly basis. Beyond Your first quarter of usage, Oexa may assist you in determining upcoming forecasts by providing you with figures related to Your historical usage of the services.

The Vendor must not (directly or indirectly):
- Copy, modify or reproduce the MI APIs;
- Reverse engineer and/or attempt to gain access to the source code;

- Attempt to bypass any security measures; and/or
- Disclose, resell, transfer, repurpose or distribute any portion of the MI APIs.

5. Payment Fees

The fee for Services (**'Fee'**, **'Fees'**) provided will be according to the tier level selected, including any bespoke integration or other agreement We have with You. You acknowledge and agree:

- To pay monthly or annual billing for the Fees unless there is a written agreement with Oexa to the contrary;
- Unless otherwise agreed, payment for the next service period will be taken no less than seven (7) days before the beginning of that period;
- You authorise Oexa to process the payment for the Fees via Your relevant payment method;
- We may, upon written notice to You, change the Fees for Your current subscription, to take effect the next time You renew your subscription;
- Oexa may suspend access to the Services in the event of non-payment;
- All fees are non-refundable, except as stated otherwise in these Terms; and
- Except as otherwise provided in these Terms, all consideration payable under this Agreement in relation to any supply is exclusive of GST.

6. Effect of Termination

Upon the termination of this Agreement for any reason:

- The licenses granted under this Agreement in respect of the Services shall immediately terminate and You and Your Users shall cease use of the Services;
- Oexa will cease providing any Support Services;
- You shall pay to Oexa the full amount of any outstanding Fees due hereunder; and
- Within 14 calendar days of such termination, each party shall destroy or return all Proprietary Information of the other party in its possession or control and will not make or retain any copies of such information in any form, except that the receiving party may retain one (1) archival copy of such information solely for purposes of ensuring compliance with this Agreement.

7. Linked sites

Our website may contain links to websites operated by third parties. Those links are provided for convenience and may not remain current or be maintained. Unless expressly stated otherwise, We do not endorse and are not responsible for the content on those linked websites and have no control over or rights in those linked websites.

8. Intellectual property rights

Unless otherwise indicated, We own or license from third parties all rights, title and interest (including copyright, designs, patents, trademarks and other intellectual property rights) in the Services and all the material (including all APIs, text, graphics, logos, audio and software) made available on the related websites.

9. Acceptable Use

The Services may only be used for lawful purposes. You agree to the following:

- You shall not attempt to undermine the security or integrity of computing systems or networks of Oexa, Our partners, or any other person, and must not attempt to gain unauthorised access to the Services;
- You may not rent, lease, loan, or sell access to, or otherwise attempt to transfer any right in the MI website (which includes its software and documentation) to a third-party, through framing or any other method;
- You must not interfere with or disrupt the Services or create an undue burden on MI website or the networks or services connected to the MI;
- You must not perform any benchmark tests or analyses relating to MI's website or Services without express permission of MI;
- Oexa reserves the right to block, suspend or terminate Your access to Our Services if one or more of the above conditions are broken; and
- If We allow you to post any information to our website, We have the right to take down this information at Our sole discretion and without notice.

10. Use of Your Data

You shall own and retain all right, title and interest in, and to, Your Data. Oexa may use and disclose Your Data solely to the extent necessary to provide the Services to You and for security to protect the Services and third parties from fraud, illegal activities, malware, malicious files or content, viruses and the like, or as required by The Australian Government and its Agencies and for no other purpose. Otherwise, Oexa will not sell, disclose, or share any of Your Data any part or product thereof) with anyone else. Oexa will implement and maintain reasonable information security policies and processes (including technical, administrative and physical safeguards) that are designed to prevent unauthorised access to or use or disclosure of the Services or any Your Data.

11. Aggregate Data

Oexa shall have the right to collect and analyse data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies, and Oexa will be free (during and after the term hereof) to:

- Use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other Oexa offerings; and
- Disclose such data solely in aggregate or other de-identified form in connection with its business.

12. Oexa's MI Service Guarantee

Oexa guarantees 99.5% availability of the Managed Intermediary service for Production workloads only. In the event of an outage, Oexa will credit You ten-times (10x) the prorated fee for the outage period, limited to the invoice value for the month it occurred in accordance with the below terms:

- You notify Oexa in writing within seven (7) days of an issue occurring;

- Oexa is provided the opportunity to investigate and as a first step resolve and/or correct the issue by the end of the business day following the day of notification, without financial penalty; and
- You support the resolution to any issue, including;
  - Providing information as required by the team to complete the investigation
  - Lodging an investigation with a third party (e.g a cloud hosting provider, Medication Knowledge, Dispense Systems, Pharmacy)

The MI Service Guarantee specifically excludes outages of upstream providers related to services provided. These include:

- Medication Knowledge authentication, token lookup and ASL gateways; and
- Dispense vendor queuing systems (e.g. MedView Flow, Minfos eQueue).

In instances of upstream provider downtime, the duration of upstream provider will be excluded from the uptime availability calculation for the period, by reducing the total hours in the month.

13. Limitations

Despite anything to the contrary, to the maximum extent permitted by law:

- The maximum liability to Oexa arising from use of the Services or other aspects of these Terms will be limited to, and must not exceed, the portion of the Fees paid by You to Us for the Services during the subscription invoice period or periods subject to the relevant claim; and
- We will not be liable to You for any loss of revenue, loss of profit, loss of business, loss of goodwill, loss of opportunity, loss of reputation, loss of use and/or loss or corruption of data;

whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.