Return this form and information to:

HIBCC  
2525 E Arizona Biltmore Circle, Suite 127  
Phoenix, Arizona  85016  
Phone:  602-381-1091  
Email:  info@hibcc.org  
Website:  www.hibcc.org
SECTION A. HIN SYSTEM LICENSEE INFORMATION

In order to use the HIN API Service, your organization must be an authorized HIN licensee. To view the list of current HIN authorized licensees, click here.

To become an authorized HIN licensee, click here.

Client Account ID ________________________________________________________

Company Name __________________________________________________________

Contact Person ___________________________________  Title __________________

Address ________________________________________________________________

City ______________________________________________  State  _____ Zip______

Telephone (         )  ___________________________  Fax  (         ) _________________

E-Mail Address   _________________________________________________________

SECTION B. API DATA CONTACT INFORMATION

Please complete the following if the data user information is different from organization information in Section A.

Company Name _________________________________________________________

Contact Person ___________________________________  Title  _________________

Address ________________________________________________________________

City _____________________________________ State  _________  ZIP  __________

Telephone  (         )  __________________________  Fax  (         ) _________________

E-Mail Address ________________________________________________________________________
SECTION C. FEES AND BILLING INFORMATION

FEES:

HIN API Service Fee $250.00 per month  Up to 10,000 calls per month
Excess of 10,000 calls $0.005 per API call  Minimum of $10.00 billed monthly

The HIN API Service Fee may be paid annually upon request of the licensee. The excess usage will be billed on a monthly basis for the month prior.

Terms & Conditions:
1. The first monthly service fee is due upon registration.
2. Subsequent service fees or excess usage will be billed monthly.
3. Failure to pay service fee within 30 days of invoice date will cause suspension of the HIN API Service.
4. The HIN API Service Fee is subject to change without prior notice.

BILLING INFORMATION:

___ Same as Section A     ___ Same as Section B     ___ See below

Company Name _________________________________________________________
Contact Person ___________________________________  Title _________________
Address ________________________________________________________________
City _______________________________ State _________  ZIP __________
Telephone ( ) __________________________  Fax ( ) _______________________
E-Mail Address _________________________________________________________

SECTION D. PAYMENT INFORMATION

☐ Please invoice me directly. Attached is my Purchase Order. P.O.# _____________
☐ Enclosed is a check in the amount of  $__________________________

By signing below I certify the information indicated to be correct and agree to the terms and conditions stated above.

__________________________________   _________________________________   _________________
Signature of Official Representative   Title                          Date
HIN® SYSTEM DATABASE API

Data Use License Agreement (DULA)

(Hereinafter referred to as the Licensee)

hereby licenses from Health Industry Business Communications Council (hereinafter referred to as HIBCC or the Licensor) the use of the Health Industry Number (HIN) System Database API (hereinafter referred to as the Data) and the HIN registered service mark, Registration No. 74-705,861 (hereinafter referred to as the Mark) for license fee(s) as previously specified and paid herewith and/or to be paid on a monthly basis (as applicable for license type/level). Licensee agrees that use of the Data and of the Mark shall be subject to the following terms and restrictions:

1. The Data and the compilation of the information contained therein and the Mark is and shall remain the sole property of the Licensor. Licensee will take no action to infringe on the rights of the Licensor therein.

2. Licensee acknowledges that the Data constitutes valuable copyrighted and proprietary information of Licensor, covered by the Copyright Registrations #TX-8-748-740, #TX-6-589-387, and #TX-5-522-923. Licensee agrees not to sell or release the Data to any third party and not to disclose any information contained in the Data to any other individual, association, firm, parent or subsidiary organization, or other entity whatsoever, except when identified by HIBCC as an authorized licensee of the same type/level.

3. Any publication or other permitted public use of the information contained in the Data or the Mark will indicate that the Licensor is the source of the information, will carry the legend "HIN is a Registered Service Mark of HIBCC, and used under license" and will indicate the dominant use of the Mark with an ® symbol.

4. Licensee agrees to maintain the quality, the integrity, and the confidentiality of the information contained in the Data, and of the goodwill in the Mark as used with services (in accordance with the summary, “HIN System Database Data Licensing Guidelines”). Any breach of this provision shall allow HIBCC to terminate this license immediately, and seek injunctive relief and damages for the breach.

5. HIN licenses do not convey between a parent organization and/or its subsidiaries and divisions. Each subsidiary and division must maintain its own, individual license to the HIN Database in order to be an Authorized Licensee.

6. If the Licensee contracts services with a third-party agent or consultant which requires the transmittal of the Data to the third-party, the third-party must license the HIN database prior to receiving, accessing, and/or using HIN data in any way.

7. If the Licensee is a data reselling organization Licensee agrees to use the information in the Data strictly for internal uses, and is prohibited from selling or otherwise distributing or disclosing the information in the Data to any third party, including customers or clients of Licensee, without prior written consent of Licensor, and providing such other organizations have executed Licensor’s standard license agreement.

8. A continuing HIN license is required for an organization to use the HIN. If an organization elects to cancel its HIN license, that organization is required to remove all HIN information from its systems, and is prohibited from using the HIN in any transaction.

9. This Agreement shall take effect upon acceptance in writing below by the authorized agent of the Licensor in Phoenix, Arizona.
10. The obligation of confidence and nondisclosures assumed by Licensee hereunder shall not apply to:

a) Information which at the time of disclosure is in the public domain; or

b) Information which thereafter lawfully becomes a part of the public domain other than through disclosure by Licensee; or

c) Information known to Licensee prior to licensors’ disclosures to Licensee; or

d) Information which is lawfully disclosed to Licensee by a third party not under an obligation of confidentiality to licensor with respect to said information.

11. Licensee agrees to not copy or reverse engineer any HIBCC proprietary information including; the Class of Trade assignment process, the HIN structure and enumeration rules, and the HIN Database layout.

12. Authorization Type (must also complete corresponding Database Application):

- [ ] Human Health – Facility (full) Database
- [ ] Animal Health (separate) Database
- [ ] Prescribers (separate) Database

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- [ ] Human Health – Facility (subset/s) of Human Health Database
- [ ] Hospital Related
- [ ] Dialysis Centers
- [ ] Alternate Care/Clinics
- [ ] U.S. PHS 340B Entities
- [ ] Pharmacies
- [ ] Nursing Homes

13. Licensee must pay all current invoices in full in order to be eligible for HIN API access. Any lapse in payment of monthly API fees, quarterly license fees, and/or monthly processing fees will result in immediate termination of HIN API access and access to the iHIN portal.

14. The HIN API key provided by HIBCC is specific to a HIN License. Thus, organizations with multiple HIN licenses may not share the same HIN API key, unless prior written consent from HIBCC is obtained. Any breach to this provision shall allow HIBCC to terminate the HIN API access immediately, and seek injunctive damages for the breach.

Having read the above, and having understood the terms and conditions of the Agreement, Licensee agrees to assume full responsibility for compliance with this Agreement. Any breach of this Agreement or any term therein will subject Licensee to any and all injunctive relief and legal and equitable remedies available to the Licensor.

Name of Contact ______________________________________  Job Title ____________________________________________

Telephone Number _______________________ Email __________________________

Signature of Authorized Officer of Licensee ________________________________________________________________

Accepted by Health Industry Business Communications Council (HIBCC) in Phoenix, Arizona.

Signature of HIBCC Authorized Agent ___________________________ Date __________________________