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

Billing frequency:
☐ Monthly ☐ Quarterly ☐ Annually

Terms & Conditions:
1. The first monthly service fee is due upon registration.
2. Subsequent service fees will be billed based on the above selected frequency 30 days prior to the service end date. Invoices are due upon receipt.
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. If the Licensee contracts services with a third-party agent or consultant which requires the transmittal of the Data to the third-party, Licensee can disclose and transmit the Data provided that:
   a) Licensee secures the Licensor’s prior written consent to the disclosure, and
   b) Third-party is a HIN Database authorized licensee of the same type/level
   b) Third-party will execute Licensor’s standard Data Use License Agreement, and
   c) Such disclosure carries the legend "HIN is a Registered Service Mark of HIBCC, and used under license." and indicates the dominant use of the Mark with a ® symbol.

6. 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.

7. This Agreement shall take effect upon acceptance in writing below by the authorized agent of the Licensor in Phoenix, Arizona.
8. 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.

9. 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.

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

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

or

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

11. 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.

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 ________________