Axon – Terms of Use
Effective Date: August 12, 2026
By clicking "Accept" below and accessing or using Axon ("Axon"), you agree to be bound by these Terms of Use ("Terms"). If you do not agree to these Terms, you may not access or use Axon.

1) Use of Axon. Axon is an AI-powered integration agent provided by Rhapsody for use with the product(s) you or your organization has licensed from Rhapsody (collectively, the "Engines"). You may only use Axon in accordance with these Terms. You must not:
   a) Use Axon for any unlawful, infringing, or harmful purpose;
   b) Input any regulated information, including Protected Health Information ("PHI") as defined by HIPAA, or Personally Identifiable Information ("PII") as defined by NIST;
   c) Rely on Axon outputs without independent verification;
   d) Reverse engineer, disassemble, copy, or attempt to derive the source code or underlying ideas of Axon; or
   e) Use Axon or any information obtained from it to create, develop, or support any product or service that is substantially similar to, or intended to perform the same or similar functions as, Axon or any other Rhapsody product.
2) Ownership.
   a) You retain ownership of custom logic and deliverables created through Axon, subject to Rhapsody's underlying IP rights in the integration engines.
   b) Rhapsody retains all rights in the Axon platform and integration engine technologies. To the extent Axon incorporates third-party AI models, such models remain the property of their respective providers and are made available to you subject to those providers' applicable terms.
   c) Generated deliverables including interfaces are licensed back to Rhapsody for operational purposes and platform improvements.
3) Artificial Intelligence Disclaimer. Axon includes functionality powered by Artificial Intelligence (AI). AI-generated content may be inaccurate, incomplete, or misleading. You must independently verify all outputs from Axon and must not rely on Axon for decisions of consequence.
4) Data Protection and Privacy
   a) You are strictly prohibited from using Axon in any manner that results in PHI, PII, or any other regulated information being transmitted to, input into, or otherwise made accessible to Axon, whether directly or through any system, file, tool, integration, or data source you connect or authorize. Connecting Axon to a system that contains regulated information is not itself prohibited, provided you configure and operate the connection so that no such information is transmitted to or processed by Axon.
   b) If PHI, PII, or other regulated data is transmitted to or accessed by Axon—whether through direct input or through tools, integrations, or data sources you have authorized in violation of these Terms, you agree to indemnify, defend, and hold harmless Rhapsody, its affiliates, and their respective officers, directors, employees, contractors, and agents (collectively, the "Indemnified Parties") from and against any and all claims, demands, suits, actions, proceedings, liabilities, damages, losses, judgments, settlements, fines, penalties, costs, and expenses (including reasonable attorneys' fees and expenses) arising out of or relating to:
      i) Your breach of this prohibition;
      ii) Any use, disclosure, loss, or unauthorized access to such information; or
      iii) Any investigation, enforcement action, regulatory proceeding, or third-party claim (including those under HIPAA or other applicable privacy, security, or data protection laws) connected to your violation.
   c) This indemnification obligation will apply regardless of the form of action and will survive any termination or expiration of these Terms.
   d) Axon is not designed to receive, process, store, maintain, or otherwise handle PHI, PII, or any other regulated information. If regulated information is transmitted to Axon in violation of these Terms, Rhapsody may temporarily store such information in system logs and traces solely for troubleshooting, debugging, and security monitoring purposes. Rhapsody will use its best efforts to securely delete or de-identify any regulated information identified in such logs within thirty (30) days of discovery, using commercially reasonable methods consistent with NIST SP 800-88 guidelines or equivalent standards. Rhapsody is not a "Business Associate" under HIPAA with respect to your use of Axon, and you acknowledge and agree that Rhapsody has no obligations or liability of any kind under HIPAA or similar laws in connection with your use of Axon.

e) For users in the European Economic Area, Rhapsody processes personal data in accordance with GDPR. The lawful bases for processing are (i) Rhapsody's legitimate interests in providing and improving Axon services, and (ii) Rhapsody's legitimate interests in using inputs and outputs to maintain and enhance the quality, reliability, and functionality of Axon, as further described in Section 9(g). Rhapsody has conducted a balancing test for each legitimate interest and will provide further information about the relevant assessment upon reasonable request at privacy@rhapsody.health. You may request access, rectification, or erasure of personal data by contacting privacy@rhapsody.health. International transfers of personal data are made pursuant to Rhapsody's certification under the EU-US Data Protection Framework, with Standard Contractual Clauses as a supplementary transfer mechanism. Rhapsody engages certain sub-processors to support the provision and improvement of Axon. A current list of sub-processors is available at https://rhapsody.health/rhapsody-terms-and-conditions/. Rhapsody will provide reasonable prior notice of any changes to its sub-processors. The terms of Rhapsody's Data Processing Agreement apply to any processing of personal data on behalf of users in the European Economic Area and are incorporated into these Terms by reference.

f) You must immediately notify Rhapsody of any suspected security incidents or unauthorized access involving Axon. You are responsible for maintaining account security and confidentiality of access credentials. Rhapsody will investigate reported incidents and provide reasonable cooperation. You remain responsible for your own security monitoring and incident response procedures. Rhapsody may suspend accounts for suspected security breaches or terms violations.

5) Confidentiality and Intellectual Property
   a) All content, user interfaces, features, and underlying technologies of Axon are the confidential and proprietary information of Rhapsody. By using Axon, you agree to:
      i) Maintain confidentiality of all non-public aspects of Axon;
      ii) Not use any information obtained from Axon to create or assist in the development of any competing or substantially similar product; and
      iii) Not share, disseminate, or republish any part of Axon without Rhapsody's prior written consent.
6) No Warranty – Use at Your Own Risk
   a) Axon is provided "as is" and "as available," without warranties of any kind, express or implied. Rhapsody disclaims all liability, including but not limited to:
      i) Any errors, inaccuracies, or omissions in Axon outputs;
      ii) Any loss, misuse, or unauthorized disclosure of data (including PHI or PII, if entered contrary to these Terms); and
      iii) Any damages, direct or indirect, arising from your use of Axon.
7) Limitation of Liability. To the maximum extent permitted by law, in no event shall Rhapsody be liable for any damages arising out of or related to your use or inability to use Axon, including but not limited to loss of data, loss of business, or loss of profits, even if Rhapsody has been advised of the possibility of such damages. Nothing in these Terms shall limit or exclude Rhapsody's liability for (a) death or personal injury caused by its gross negligence, (b) fraud or willful misconduct, or (c) any liability that cannot be limited or excluded under applicable data protection laws.
8) Termination. Rhapsody reserves the right to suspend or terminate access to Axon for any reason at any time, with or without notice.
9) General
   a) These Terms will be exclusively governed and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflicts of laws principles. The United Nations Convention on the International Sale of Goods will not apply. If any provision of these Terms is held to be unenforceable, that provision will be severed, and the remaining provisions will remain in full force and effect.
   b) If you voluntarily provide suggestions, ideas, enhancement requests, or other feedback regarding the functionality or performance of Axon ("Feedback"), Rhapsody may use such Feedback for any purpose without obligation. For the avoidance of doubt, "Feedback" does not include (i) your inputs to or outputs from Axon, (ii) deliverables or custom logic generated through Axon, or (iii) any data, content, or information processed through or created using Axon in the ordinary course of your use. No breach of these Terms will be deemed waived unless in writing and signed by an authorized representative of the waiving party. You may not sell, assign, transfer, or otherwise convey any of your rights or delegate any of your duties under these Terms without Rhapsody's prior written consent. Rhapsody may revise these Terms from time to time, effective immediately upon posting.

c) No service level agreements or uptime guarantees are provided for the Axon service.
d) You acknowledge that Axon may be subject to U.S. export control laws and agree to comply with all applicable trade regulations. You may not access Axon from countries subject to U.S. trade embargoes.
e) Any disputes will be resolved through binding arbitration under AAA Commercial Arbitration Rules, conducted in Boston, Massachusetts. Nothing in this Section limits any rights you may have under applicable data protection laws to lodge complaints with your local supervisory authority or restricts either party from seeking relief in connection with any regulatory investigation or proceeding.
f) You grant Rhapsody a limited, non-exclusive, royalty-free right to use your organization's name and geographic region solely to identify you as a user of Axon. Rhapsody will not disclose any confidential information or imply endorsement without your prior written consent. Upon written request, Rhapsody will cease further prospective use.
g) The underlying AI model does not train on, learn from, or persistently retain your inputs or outputs. Separately, Rhapsody may temporarily access and use inputs and outputs to provide, maintain, and improve Axon, including for troubleshooting, debugging, quality assurance, safety monitoring, and feature development, using a self-hosted observability platform that does not transmit data to third parties. Your inputs and outputs are logically separated from those of other customers and are not accessible to any other customer. Any inputs or outputs used for product improvement purposes will be de-identified or aggregated where reasonably practicable. Rhapsody will retain inputs and outputs that are identifiable to an individual user for no longer than ninety (90) days following collection, after which such data will be securely deleted or de-identified using commercially reasonable methods, except to the extent longer retention is required by applicable law or regulation. Rhapsody may retain de-identified or aggregated usage analytics, including organization-level usage patterns from which no individual user can be identified, beyond the ninety (90) day period solely for product improvement and reporting purposes Rhapsody will maintain appropriate administrative, technical, and physical safeguards to protect stored inputs and outputs during the retention period.

Acknowledgement
By clicking "Accept" you confirm that:

- You have read, understood, and agree to these Terms;
- You will comply with all usage and confidentiality obligations;
- You will not input PHI, PII, or other regulated data into Axon; and
- You accept full responsibility for your use of Axon.