

# Metrc Application Programming Interface Terms of Use

## 1. INTRODUCTION

- 1.1. This Application Programming Interface ("API") Terms of Use Agreement ("Terms") constitute a binding legal agreement between you (either an individual or an entity, "You," "Your" or "User") and Metrc, LLC ("Metrc," "We," "Our" or "Us") and govern your access to and use of our API Services regarding your access to: (a) the Metrc Software, standard application programming interface(s) and related information and documentation (the "API," and the provision of such access by Metrc, the "Services"); and (b) any software development kits and information or documentation related to the Services made available by Metrc (the "Development Software").
- 1.2. If you are using the API Services on behalf of an entity, then: (i) you represent and warrant that you have the authority to bind that entity to the API Terms, (ii) you agree to be bound by the API Terms on behalf of that entity, (iii) you will require all users to comply with the API Terms, and (iv) references to "you", "your", and similar terms refer to that entity.

## 2. ACCOUNTS AND DEVELOPMENT PROCESS

### 2.1. User Accounts.

2.1.1. To access and use certain aspects of the API Services, you must register by providing certain information (e.g., name, contact information, etc.). You must provide us with true, accurate, and complete information on your registration and keep all provided information up to date. As part of our review of your registration, we may request additional information. Once you have completed your registration, we will provide you with Credentials.

2.1.2. You must protect your Credentials. Do not let anyone else use your Credentials and do not use anyone else's Credentials. Notify us immediately if: (i) your Credentials are lost or stolen, (ii) you become aware of any unauthorized use of your Credentials, or (iii) you become aware of any unauthorized use of the API Services or any other breach of security that might affect the API Services. You are fully responsible for any activity under your account. Credentials may not be embedded in open source projects.

2.2. **Development.** You may use your Credentials to access the Test Environment. In the Test Environment, you may only use test data; you

may not upload, transmit, or otherwise enter any “live” or “real” data. Performance in the Test Environment may differ from that in the Production Environment.

### 3. USE OF THE API SERVICES

- 3.1. **Limited License to Use the API Services.** We hereby grant You a nonexclusive, worldwide, terminable, royalty-free license under Our intellectual property rights, to access the Metrc Software API through Your Solution(s), and to permit Your users to access their data through Your Solution(s) and the Metrc API.
- 3.2. **Limited Rights.** All rights we grant in the API Terms are personal to you and you may not transfer, assign, or sublicense them to others. We may revoke these rights if you violate the API Terms or any applicable Laws. The API Services are the proprietary property of Metrc or its third-party licensors and are protected by intellectual property and other Laws. No rights are granted to you relating to the API Services except for the express rights granted to you in the API Terms. We reserve all rights in the API Services not expressly granted in these API Terms.
- 3.3. **No Excessive Use.** You will not engage in excessive use of the API such that, in Our sole discretion, your use degrades or negatively impacts the overall performance of Our API. Any such abuse of Our API shall be grounds for immediate termination under Section 8.2.
- 3.4. **Maintenance.** You understand and agree that as part of scheduled maintenance and other planned downtime events, as well as certain events resulting in unplanned or planned downtime events, your access to Metrc Software and Services may be partially or completely restricted; Any violation of this Section 2 will be grounds for Termination For Cause pursuant to Section 8.2.

### 4. CERTAIN OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

- 4.1. **Your Responsibilities.** You acknowledge that You are solely responsible, and that We have no responsibility or liability of any kind, for the content, development, integration, operation, or maintenance of Your Solution(s). For example, You will be solely responsible for:
  - 4.1.1. the technical installation and operation of Your Solution(s);
  - 4.1.2. as applicable, the technical installation and operation of Your integration, however We may limit the content or volume of content

at Our sole discretion;

4.1.3. as applicable, the accuracy and appropriateness of Your integration;  
and

4.1.4. as applicable, ensuring that Your Solution(s), Your Metric integration, and content and other materials contained in or available through Your Solution(s) do not violate or infringe the rights of any third party (including, for example, copyrights, trademarks, privacy, or other personal or proprietary rights).

4.2. **Customer Activation.** In certain cases, for Data to be exchanged via the APIs the applicable Licensee must activate use of such APIs in our Systems. We are not responsible for any Licensee's failure or delay in activating any APIs or deactivation of any APIs.

4.3. **Specific Customer Deployment.** API functionality may vary depending on the deployment, In certain instances, Metric's Customer may require the disablement of certain features. In those instances, Metric will deploy such functionality based on Customer requirements, but will consider requests for API User-specific functionality.

## 5. **Compliance; Regulatory.**

5.1.1. You will, at your cost and expense, obtain all necessary regulatory approvals, licenses, and permits applicable to your business and your performance under the API Terms, and comply with all applicable Laws in performing under the API Terms. You will not export the API Services in violation of applicable Laws.

5.1.2. If you will be using the APIs to access or send Protected Health Information on behalf of a Metric Customer or Licensee, then you must first have one or more Business Associate agreements (each a "Business Associate Agreement") with either us or each Metric Customer or Licensee to the extent required by HIPAA. The API Terms are not a Business Associate Agreement and may not be construed as creating any Business Associate relationship. By using the APIs to access or send Protected Health Information, you represent and warrant that you have signed all Business Associate Agreements or other arrangements as may be required for such access or transmission to comply with HIPAA or other applicable laws.

6. **Additional Obligations.** Except as expressly authorized by these API Terms, you will:

- 6.1.1. Not interfere with anyone else's use of the API Services;
- 6.1.2. Not copy, reproduce, sell, license, rent, lease, distribute, display, transfer, modify, or make derivative works from the API Services;
- 6.1.3. Not remove, alter, or tamper with any copyright, trademark, or other proprietary rights or legal notices associated with the API Services;
- 6.1.4. Not decompile, disassemble, reverse engineer, or otherwise attempt to discover or derive any proprietary software code or information associated with the API Services or the underlying ideas, algorithms, structure, or organization of the Systems (except to the extent such restriction is prohibited by applicable Law);
- 6.1.5. Not use the API Services to defame, harass, abuse, threaten, stalk, or defraud any entity or person;
- 6.1.6. Not submit, upload, post, or transmit any Data or other material that: (i) you do not have a right to reproduce, display, or transmit, (ii) infringes intellectual, proprietary, or other rights of any party, or (iii) is harmful or unlawful;
- 6.1.7. Ensure that your use of the API Services will not generate excessive load on the API Services or the Systems or cause the API Services or Systems to behave inaccurately or inconsistently;
- 6.1.8. Not interfere in any way with the operation of the API Services or Systems or any server, network, or system associated with the API Services or Systems;
- 6.1.9. Not attempt to breach, defeat, avoid, bypass, remove, deactivate, or otherwise circumvent any firewall, encryption, security, authentication routines, or software protection mechanisms in the API Services or Systems, including any such mechanism used to restrict or control the functionality of the API Services or Systems;
- 6.1.10. Not use any automated program, tool, or process (including web crawlers, scrapers, robots, bots, spiders, and automated scripts) to access the API Services, the Systems, or any server, network, or system associated with the API Services or Systems, or to extract, collect, harvest, or gather content or data from the API Services or Systems; and

6.2. **No Viruses.** You represent and warrant that your use of the APIs will not contain or introduce any viruses or other harmful or malicious code, software, computer instructions, devices, or techniques that can or were designed to threaten, infect, damage, disable, or shut down the API Services or the Systems or any other technology, software, solution, equipment, or computer system (e.g., no viruses, worms, Trojan horses, malware, etc.).

6.3. **Costs and Technology Requirements.** You will be responsible for all of your own costs to perform under the API Terms. You are solely responsible for providing and maintaining, at your own risk, option, and expense, appropriate software, hardware, and other technology needed for you to receive and use the API Services, which must comply with the API Terms and the Documentation.

## 7. CHANGES TO THE API TERMS AND THE API SERVICES

7.1. **Changes to the API Terms.** We may change the API Terms at any time. Unless we say otherwise, changes will be effective upon the last updated date at the top of the API Terms. Please check the API Terms regularly to ensure that you are aware of any changes to the API Terms. We may, but do not have to, notify you of material changes to these API Terms, such as by posting a notice directly on the API Services, by sending an email notification (if you have provided your email address to us), or by other reasonable methods. In any event, your use of the API Services after changes to the API Terms means you have accepted the changes. If you do not agree with the changes, immediately stop using the API Services. If you accessed or used the API Services before the initial effective date of the API Terms, your use of the API Services after such effective date means you have accepted the API Terms and that you agree that the API Terms govern your use of the API Services prior to such effective date.

7.2. **Changes to the API Services.** We may, with or without notice, and without liability to you or any other party: (i) modify the operation of, or any feature of, the API Services, (ii) investigate any suspected or alleged misuse of the API Services and cooperate with any law enforcement or other governmental entity or any other third parties in such investigation, and (iii) disclose information about your use of the API Services in connection with a law enforcement or other governmental entity investigation or in response to a lawful court order or subpoena. Metrc may monitor your use of the API Services in order to verify your compliance with the API Terms, improve the API Services and Systems, and assess quality and security. Currently, Metrc does not charge any fees specific to the API. If in the future we charge fees for the APIs. We

will update these API Terms to include a description of such fees.

### 7.3. Updates.

7.3.1. Metrc may, but does not have to, develop and provide updates for our API Services, which may include upgrades, bug fixes, patches, and other error corrections and new features (collectively, "Updates"). Updates may also change or completely remove certain features and functionality. You agree that Metrc has no obligation to provide any Updates or to continue to provide or enable any particular features or functionality.

7.3.2. Portions of the API Services may not properly operate if you do not install all Updates, so we encourage you to promptly install all Updates. We may also suspend your access to API Services until you install certain Updates after providing you a reasonable opportunity to update your technology. For clarity, all Updates are part of the API Services and subject to the API Terms.

## 8. TERMINATION AND SUSPENSION

8.1. **Your Termination.** Subject to any contrary obligations in a separate Agreement with Metrc, you may terminate your use of the API Services by providing written notice to support@metrc.com. \_.

8.2. **Termination and Suspension.** You acknowledge and agree that, to the extent not inconsistent with applicable Law: (i) Metrc may at any time and without liability, terminate or suspend your access to the API Services, in whole or in part, including if Metrc determines that: (a) you have violated the API Terms, a different Agreement with Metrc, or any applicable Law, (b) any term of the API Terms violates applicable Law, including the federal Anti-Kickback Statute, the Stark Law, or the False Claims Act, (c) you or any of your owners is debarred, declared ineligible, suspended, or otherwise sanctioned by any federal or state government, or (d) if you are using API Services through a VPN of a country that is on the United States sanctions list; (e) you disparage or defame Metrc in any manner; or (e) if Metrc believes your use of the API Services are unauthorized presents a security threat, is for fraudulent purposes, or interferes with others' use of the API Services. Such termination or suspension may happen without prior notice. And, in the event of such termination or suspension, Metrc may immediately deactivate and terminate your account and terminate your access to the API Services.

8.3. **Suspension and Downtime.** To the extent not inconsistent with

applicable Law, we may limit, suspend access to or shut down the API Services entirely or in part at any time, including in order to: (i) fix problems with the API Services, (ii) conduct routine maintenance, or (iii) update the API Services as described in section 4.3. The API Services may not always be available and should not be relied upon in an emergency. In the event of downtime, other temporary limits on, or unavailability of the API Services, including to fix problems with the API Services, conduct routine maintenance, update the API Services, provide support services, remediate unplanned downtime, or other planned or unplanned purpose, we will make commercially reasonable efforts to ensure that the period of unavailability is no longer than reasonably necessary to achieve the applicable purpose.

#### **8.4. Effect of Termination.**

8.4.1. Upon any termination of the API Terms: (i) all rights granted to you under the API Terms will cease and (ii) you must cease all use of the API Services.

8.4.2. Any provisions of the API Terms that, by their nature should survive the termination of the API Terms, will survive, including sections: 5.4, 6.1, 6.3, 7, 8, 9, and 10.

### **9. TRADEMARKS**

Nothing in these Terms shall be construed to grant to either party any right, title or interest (including, without limitation, any implied license) in or to any trademarks, trade names, service marks, and logos of the other party.

### **10. NO WARRANTIES**

THE API SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". TO THE FULLEST EXTENT PERMITTED BY LAW, METRC MAKES NO AND DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE API SERVICES, WHETHER ORAL OR WRITTEN, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES, TERMS OR CONDITIONS, INCLUDING ANY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE AND ALL WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE IN TRADE. METRC DOES NOT WARRANT: (i) THAT THE API SERVICES WILL BE UNINTERRUPTED OR ERROR FREE,(ii) THAT ANY DEFECT OR ERROR WILL BE CORRECTED, (iii) THAT THE API

SERVICES WILL BE SECURE AND FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, (iv) THAT ANY DATA PROVIDED BY OR THROUGH THE API SERVICES WILL BE CURRENT OR ACCURATE, OR (v) AGAINST ANY LOSS OR CORRUPTION OF ANY DATA OR SUBMISSIONS. YOUR USE OF THE API SERVICES IS ENTIRELY AT YOUR OWN RISK.

## 11. LIMITATIONS OF LIABILITY

11.1. IN NO EVENT WILL WE (WHICH, AS A REMINDER, INCLUDES OUR AFFILIATES) OR ANY OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ADVISORS, CONTRACTORS, OR CONSULTANTS BE LIABLE TO YOU (WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR ANY OTHER THEORY) FOR

(i) ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, OR INFORMATION OF ANY KIND) ARISING OUT OF OR RELATED TO YOUR USE OF THE API SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR (ii) DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS EXCEEDING, IN THE AGGREGATE FOR ALL CLAIMS, THE GREATER OF: (A) THE AMOUNTS PAID BY YOU, IF ANY, SPECIFICALLY FOR THE API SERVICES ASSOCIATED WITH THE CLAIM IN THE 6 MONTHS PRIOR TO THE EVENTS GIVING RISE TO SUCH CLAIM OR (B) \$500.

11.2. IN NO EVENT WILL WE (WHICH, AS A REMINDER, INCLUDES OUR AFFILIATES) OR ANY OF OUR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, ADVISORS, CONTRACTORS, OR CONSULTANTS BE LIABLE TO YOU (WHETHER UNDER CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, WARRANTY, OR ANY OTHER THEORY) FOR

(i) ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, OR INFORMATION OF ANY KIND) ARISING OUT OF OR RELATED TO YOUR USE OF THE API SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES OR (ii) DAMAGES ARISING OUT OF OR RELATING TO THESE TERMS EXCEEDING, IN THE AGGREGATE FOR ALL CLAIMS, THE GREATER OF: (A) THE AMOUNTS PAID BY YOU, IF ANY, SPECIFICALLY FOR THE API SERVICES ASSOCIATED WITH THE CLAIM IN THE 6 MONTHS PRIOR TO THE EVENTS GIVING RISE TO SUCH CLAIM OR (B) \$500.

11.3. EACH PROVISION OF THE API TERMS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR



EXCLUSION OF DAMAGES IS INTENDED TO AND DOES ALLOCATE THE RISKS BETWEEN THE PARTIES. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THE API TERMS. THE LIMITATIONS IN THE API TERMS WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

- 11.4. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, OR OTHER DAMAGES OR TOTAL LIABILITY, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

## 12. INDEMNITY

In addition to any indemnification obligations you may have, you will indemnify Metrc (which, as a reminder, includes affiliates) and our respective officers, directors, employees, agents, representatives, advisors, contractors, and consultants (collectively, "Indemnified Parties") from and against any and all claims, actions, suits, demands, liabilities, damages, losses, penalties, interest, fines, costs, and expenses (including reasonable attorneys' fees and legal costs) arising out of or related to: (i) third-party claims arising out of or related to your use of, inability to use, or reliance upon the API Services, (ii) your violation of the API Terms or applicable Law.

## 13. MISCELLANEOUS

- 13.1. **Notice.** Metrc may provide you with notices, including those regarding changes to these API Terms, by postings on our websites, on the API Services, or by other means (e.g., via email).
- 13.2. **Governing Law.** The API Terms and any claim or dispute between you and Metrc arising out of or relating to the API Services or the API Terms will be governed by and construed in accordance with the Laws of the State of Florida, without regard to any provision of Florida Law that would require or permit the application of the substantive Law of another jurisdiction. Any claim or dispute between the parties will be resolved on an individual basis in the state or federal courts of the State of Florida and the United States, respectively, in or with jurisdiction over Hillsborough County, Florida. If you are a United States city, county, or state government entity, then the following applies instead of the language above: the parties agree to remain silent regarding governing Law and venue.

## 14. INDEMNITY

In addition to any indemnification obligations you may have, you will indemnify Metrc (which, as a reminder, includes affiliates) and our respective officers, directors, employees, agents, representatives, advisors, contractors, and consultants (collectively, "Indemnified Parties") from and against any and all claims, actions, suits, demands, liabilities, damages, losses, penalties, interest, fines, costs, and expenses (including reasonable attorneys' fees and legal costs) arising out of or related to: (i) third-party claims arising out of or related to your use of, inability to use, or reliance upon the API Services, (ii) your violation of the API Terms or applicable Law.

## 15. MISCELLANEOUS

15.1. **Notice.** Metrc may provide you with notices, including those regarding changes to these API Terms, by postings on our websites, on the API Services, or by other means (e.g., via email).

15.2. **Governing Law.** The API Terms and any claim or dispute between you and Metrc arising out of or relating to the API Services or the API Terms will be governed by and construed in accordance with the Laws of the State of Florida, without regard to any provision of Florida Law that would require or permit the application of the substantive Law of another jurisdiction. Any claim or dispute between the parties will be resolved on an individual basis in the state or federal courts of the State of Florida and the United States, respectively, in or with jurisdiction over Hillsborough County, Florida. If you are a United States city, county, or state government entity, then the following applies instead of the language above: the parties agree to remain silent regarding governing Law and venue.

15.3. **Regulatory Acknowledgments.** The parties' intent is that the API Terms comply with the 21<sup>st</sup> Century Cures Act and any provision of the API Terms that does not comply with the 21<sup>st</sup> Century Cures Act will be replaced as described in section 10.5. Nothing in the API Terms will be construed to prohibit or restrict any communication in a manner that violates the Condition of Certification at 45 C.F.R. § 170.403(a). Each party acknowledges and intends that the terms contained in the API Terms that relate to the content and manner of a request for

access, exchange, or use of electronic health information (as defined at 45 C.F.R.

§ 171.102) reflect the parties' mutual agreement (in an arm's-length transaction without coercion) and meet the "content" and "manner

requested" conditions of the Content and Manner Exception at 45 C.F.R. §§ 171.301(a) and (b)(1), respectively.

- 15.4. **Waiver.** A waiver of a provision of the API Terms must be in writing and signed by the party entitled to the benefit of such provision. Metrc's failure to exercise or enforce any right or provision of the API Terms will not constitute a waiver of such right or provision.
- 15.5. **Severability.** If any provision of the API Terms is declared void or unenforceable by any judicial or administrative authority, the parties will replace such provision with a substitute that as closely as possible reflects the parties' original intent (including economics and allocations of risk) and is enforceable, and the validity of the other provisions and of the API Terms as a whole will not be affected.
- 15.6. **Independent Contractor.** No joint venture, partnership, employment, or agency relationship exists between you and Metrc as a result of the API Terms or use of the API Services. Metrc is not a third-party service provider under PCI- DSS.
- 15.7. **Force Majeure.** Metrc will not be liable for failure or delay in performing its obligations if such failure or delay is due to a force majeure event or other circumstances beyond Metrc's reasonable control, including acts of any governmental body, war, cyber war or attack, terrorism, insurrection, sabotage, embargo, fire, flood, severe weather, earthquake, tornado, hurricane, labor disturbance, pandemic or other public health emergency, interruption of or delay in the internet or transportation, unavailability of third-party services, failure of third-party software or services, or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of the API Services.
- 15.8. **Interpretation.** Headings used in the API Terms are for convenience only and will not be used in interpreting the API Terms. The API Terms will be deemed to be drafted by both parties and will not be construed against either party. Unless the context otherwise requires, the term "include" (and its variants) are to be construed as inclusive, not exclusive, and are deemed to be followed by the words "without limitation."
- 15.9. **No Exclusivity.** You acknowledge that the API Terms are non-exclusive and nothing in the API Terms will be deemed to limit Metrc's right to offer similar services to third parties. Nothing in the API Terms will be deemed to restrict Metrc from selling, marketing, or licensing, whether by itself or through any third party, or from engaging others to market or solicit the sale or license of products or services anywhere in the world to any existing, prospective or future customer, including any Metrc Customer or Licensee, or from entering into any agreement with any third party.

15.10. **Entire Agreement.** The API Terms set forth the entire agreement between the parties regarding the API Services and supersede any prior or contemporaneous communications (whether written or oral) between the parties, but solely with respect to the API Services. Except as expressly set forth in the API Terms, there are no third-party beneficiaries to the API Terms.

---

## APPENDIX

### Definitions

1. "APIs" means Metrc's application programming interfaces that permit a party to access and send Data.
2. "API Services" means the APIs, the Documentation, Test Environment, Production Environment, Test Data, and all other products and services provided with or through the APIs.
3. "Business Associate" has the meaning in HIPAA.
4. "Credentials" means any username, password, keys, secure cookies, or tokens we provide you in relation to the API Services.
5. "Data" means data, information, or other content stored or to be stored in the Systems or otherwise transmitted or accessed via the APIs.
6. "Documentation" means the specifications, requirements, or other documentation provided or made available by Metrc related to the APIs.
7. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and their implementing regulations, as each may be amended.
8. "Laws" means any statute, law, regulation, ordinance, rule, code, order, constitution, treaty, common law, judgment, decree, or governmental requirement enacted, promulgated, or imposed by any governmental authority at any level (including municipal, county, province, state, national, or foreign), including HIPAA and other Privacy Laws, health care fraud and abuse laws (e.g., the federal Anti- Kickback Statute, Stark Law, and False Claims Act), and any standards generally adopted by an industry organization that applies to products or services offered by a party.
9. "Licensee" means any business or entity that has received a license from a governmental entity to be a part of the supply chain of legalized cannabis.
10. "Metrc Customer" means customers of Metrc's seed-to-sale track and trace SaaS product.
11. "Metrc Vendor" means a supplier, service provider or other vendor of Metrc.
12. "Production Environment" means a live-access, production environment of the APIs.
13. "Protected Health Information" has the meaning given in HIPAA.

14. "Systems" means: Metrc's seed-to-sale track and trace Software.
15. "Test Data" means sample data provided or made available by Metrc.
16. "Test Environment" means a "sandbox" environment for testing and development purposes.
17. "Your Solution(s)" means any application and/or integration service that You provide.