

DWEL-AZ Data Warehouse

Terms of Service

Last Updated: September 10, 2025

These DWEL-AZ Data Warehouse Terms of Service (“**Terms**”) govern your access to and use of the digital repository, its data, contents, and the underlying technology (together, the “**DWEL-AZ Data Warehouse**”) that Solari, Inc., (“**Solari**,” “**we**,” “**us**,” or “**our**”) in its role as the DWEL-AZ Administrative Operator makes available to you in support of patient/client care coordination. These Terms apply to users (“**Users**”) that are authorized to access the DWEL-AZ Data Warehouse by any housing service provider, health care entity, continuum of care entity, or other organization, entity, or individual that have executed a DWEL-AZ Collaboration and Data Sharing Agreement (“**Participant**”).

YOUR ACCESS AND USE OF THE DWEL-AZ DATA WAREHOUSE IS CONDITIONED ON YOUR ACCEPTANCE AND COMPLIANCE WITH THESE TERMS. BY ACCESSING, OBTAINING, BROWSING, OR SUBMITTING DATA (AS DEFINED BELOW) OR OTHERWISE USING THE DWEL-AZ DATA WAREHOUSE, YOU AGREE AND ACKNOWLEDGE ON YOUR OWN BEHALF AS WELL AS ON BEHALF OF ANY ENTITY THAT YOU REPRESENT (COLLECTIVELY “YOU”) THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS AND TO COMPLY WITH ALL APPLICABLE LAWS INCLUDING, WITHOUT LIMITATION, ALL FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND/OR DIRECTIVES.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CREATE AN ACCOUNT OR ACCESS OR USE THE DWEL-AZ DATA WAREHOUSE.

We reserve the right to modify these Terms at any time. All changes will be effective immediately upon posting to the DWEL-AZ Data Warehouse and, by accessing or using the DWEL-AZ Data Warehouse after changes are posted, you agree to those changes. Material changes will be conspicuously posted on the DWEL-AZ Data Warehouse or otherwise communicated to you.

- 1. Privacy Policy.** We may collect certain information about you and from your use of the DWEL-AZ Data Warehouse as described in our [Warehouse Privacy Policy](#), which is incorporated into these Terms. Your use of the DWEL-AZ Data Warehouse constitutes your consent to the information collection, use, and sharing described in our [Warehouse Privacy Policy](#).
- 2. Access and Use; License.** The DWEL-AZ Data Warehouse may only be accessed and used by authorized Users of Participants and in compliance with these Terms. If you are not authorized by a Participant, you are not permitted to access the DWEL-AZ Data Warehouse. You acknowledge and agree that the Data (as defined below) contained on the DWEL-AZ Data Warehouse, is the property of the Discloser of the Data and is being made available only for the authorized use as set forth in these Terms and must not be copied, reproduced, transmitted, or shared in any way that is not expressly permitted.
- 3. Data.**

- A. The DWEL-AZ Data Warehouse allows Participants, and Users on Participant's behalf, to post, transmit, upload, publish, distribute, submit, and otherwise provide data, text, images, and other content and material via the DWEL-AZ Data Warehouse (together, "**Data**") to other Participants to support patient/client care coordination. Data is neither generated nor controlled by Solari. Solari is not responsible for any Data. You are responsible for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property rights to use the Data submitted to the DWEL-AZ Data Warehouse.
- B. By providing Data you warrant that you have the rights, permissions, and consents necessary to provide that Data to the DWEL-AZ Data Warehouse and to allow Participants and other Users to use that Data as permitted by these Terms and that any Data you provide will not be in violation of any applicable law or regulation. By providing Data, you agree not to claim that any use of that Data infringes or violates your or any other person's intellectual property rights, rights of privacy, rights of publicity, or other right. You shall ensure that no data that is subject to the requirements of the Confidentiality of Substance Use Disorder Patient regulations promulgated by 42 CFR Part 2 ("Part 2 Data") is included in any Data disclosed to the DWEL-AZ Data Warehouse.
- C. The Data you provide will be available to other DWEL-AZ Data Warehouse Participants and Users, including individuals inside and outside of your organization, depending on the audience of the applicable Data. Data that harasses, abuses, stalks, threatens, or otherwise violates the legal rights of others is prohibited. Data must be relevant to the purpose of the DWEL Warehouse. You may not provide any private or confidential information without the appropriate rights and consents.
- D. Solari reserves the right, but does not have the obligation, to, at any time and for any reason, take or arrange for the following actions: review Data, edit, redact, and otherwise modify Data, reorganize and recategorize Data, and delete Data from the DWEL-AZ Data Warehouse. Solari has no obligation to archive or otherwise store any Data. Solari reserves the right to impose limits on DWEL-AZ Data Warehouse features (e.g., the ability to provide Data) and to restrict your access to all or parts of the DWEL-AZ Data Warehouse at any time for any reason, including breach of these Terms.
- E. If you delete or replace Data that you have provided, you understand that it may remain the DWEL-AZ Data Warehouse archives for a period of time and that Users who have otherwise accessed that Data may continue to have access to and use it.
- F. If you provide Data, you grant Solari a perpetual, irrevocable, transferable, assignable, sublicensable, royalty-free, fully paid-up, worldwide license to copy, reproduce, implement, modify, adapt, reformat, translate, excerpt, prepare derivative works of, store, publish, perform, display, license, and otherwise use and distribute the Data to other Participants and their Users for the purposes of patient/client care coordination.
- G. If you believe that anything on the DWEL-AZ Data Warehouse violates a law or regulation or breaches any provision of these Terms, please notify us at DWEL-AZ@solari-inc.org.

- 4. Accounts.** Users either may sign up for an account by contacting their Participant agency's DWEL-AZ liaison and submitting a request to Solari before they can log in to the DWEL-AZ Data Warehouse. Users will be required to establish a password in order to access and use the DWEL-AZ Data Warehouse. Each user is responsible for maintaining the confidentiality of any information used in connection with the DWEL-AZ Data Warehouse, including the User's username and password. DWEL-AZ Data Warehouse Users are responsible for all activity on their account. If you believe an unauthorized person has accessed a DWEL-AZ Data Warehouse account, please change that account's password and notify both Solari and, as applicable, the Participant's administrator that has authorized your access, immediately. You shall not sell or otherwise transfer any DWEL-AZ Data Warehouse account or share any DWEL-AZ Data Warehouse account with any other person.
- 5. Account Suspension, Deactivation, and Termination.** Solari may, for any reason and in its sole discretion, suspend, deactivate, or terminate your DWEL-AZ Data Warehouse account or your access use to the DWEL-AZ Data Warehouse, without notice or liability, including if you breach these Terms, upon any unauthorized use of any username or password, if you act in an abusive manner, if you act in a manner inconsistent with applicable laws or regulations of the goals of patient/client care coordination, or if it becomes no longer viable to provide the DWEL-AZ Data Warehouse . You understand that, even if your DWEL-AZ Data Warehouse account is terminated, any Data provided through that account will both remain in our archives and will continue to be accessible by other DWEL-AZ Data Warehouse users. Upon any termination of your DWEL-AZ Data Warehouse account or these Terms you must promptly cease accessing and using the DWEL-AZ Data Warehouse and any Data.
- 6. Compliance with Laws.** In connection with your access to and use of the DWEL-AZ Data Warehouse and that of any person authorized by you to access or use the DWEL-AZ Data Warehouse, you are responsible for complying with all applicable laws, regulations, and policies of all relevant jurisdictions, and internal policies for your organization.
- 7. Restrictions on Your Use of the DWEL-AZ Data Warehouse.** When accessing and using the DWEL-AZ Data Warehouse, you must not:

 - A. Copy, reproduce, display, duplicate, sell, publish, post, license, rent, distribute, modify, translate, adapt, reverse-engineer, or create derivative works of the DWEL-AZ Data Warehouse or any part of the DWEL-AZ Data Warehouse without the prior written consent of the disclosing Participant.
 - B. Submit inaccurate, incomplete, or out-of-date information via the DWEL-AZ Data Warehouse, commit fraud or falsify information in connection with your use of the DWEL-AZ Data Warehouse, or act maliciously against the interests of patient/client care coordination, Solari, or any other Participant.
 - C. Submit or otherwise provide information consisting of any of the following through or using the DWEL-AZ Data Warehouse: information that is defamatory, indecent, pornographic, obscene, otherwise objectionable or harmful, or that violates the legal rights of third parties.
 - D. Engage in data mining or similar data gathering or extraction activities or retrieve Data or other content from the DWEL-AZ Data Warehouse for purposes of creating

or compiling that content for any purpose other than your authorized use of the DWEL-AZ Data Warehouse as permitted by these Terms.

- E. Access, use, or copy any portion of the DWEL-AZ Data Warehouse, including any of its content or Data, through the use of indexing agents, spiders, scrapers, bots, web crawlers, or other automated devices or mechanisms.
- F. Use the DWEL-AZ Data Warehouse to post, transmit, input, upload, or otherwise provide any information or material that contains any viruses, worms, Trojan horses, logic bombs, time bombs, cancelbots, malware, ransomware, adware, or other harmful computer code or programming routines, including those designed to or that reasonably may disable, damage, impair, interfere with, surreptitiously intercept, or expropriate the DWEL-AZ Data Warehouse or any computers, hardware, software, system, data, or networks.
- G. You will not engage in activities that aim to render the DWEL-AZ Data Warehouse or associated services inoperable or to make their use more difficult.
- H. Frame, mirror, or circumvent the navigational structure of any part of the DWEL-AZ Data Warehouse.
- I. Engage in any conduct that is inappropriate, unauthorized, or contrary to the intended purpose of the DWEL-AZ Data Warehouse.
- J. Access or use the DWEL-AZ Data Warehouse if you are under eighteen (18) years of age.
- K. Impersonate or attempt to impersonate another person.
- L. Post or send unsolicited messages, chain letters, spam, or junk mail.
- M. Harass, annoy, intimidate, or threaten any other Participant's employees, contractors, agents, Users, or representatives engaged in providing the DWEL-AZ Data Warehouse.

8. Restrictions on Your Use of the DWEL-AZ Data Warehouse. You will not use the Data for the following:

- A. To create a client list or otherwise use the Data to mail, market, or otherwise develop or apply a marketing model to any Data;
- B. To conduct fundraising or marketing for yourself, a Participant, or any other party;
- C. For product development, whether commercial or otherwise, or any commercial purposes, including, but not limited to, making the Data available for sale, rental, or lease;
- D. For testing, training, or deployment of artificial intelligence or similar technology;
- E. To determine credit worthiness or insurability of any individual; and
- F. While you may download and make copies of the Data, you must only make the minimum number of copies of the Data necessary to effectuate the purpose of the disclosure and the patient/client care coordination.

9. NO WARRANTY. THE DWEL-AZ DATA WAREHOUSE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITHOUT ANY WARRANTY OF ANY KIND. SOLARI DOES NOT WARRANT OR GUARANTEE THE QUALITY, COMPLETENESS, TIMELINESS, OR AVAILABILITY OF THE DWEL-AZ DATA WAREHOUSE. SOLARI DOES NOT WARRANT OR GUARANTEE THAT THE DWEL-AZ

DATA WAREHOUSE WILL BE UNINTERRUPTED OR ERROR FREE, THAT ANY DEFECTS IN THE DWEL-AZ DATA WAREHOUSE WILL BE CORRECTED, OR THAT THE DWEL-AZ DATA WAREHOUSE OR THE SERVERS THAT MAKE THE DWEL-AZ DATA WAREHOUSE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL CONDITIONS OR COMPONENTS. SOLARI IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL ERRORS ON THE DWEL-AZ DATA WAREHOUSE.

SOLARI DOES NOT WARRANT THAT THE DWEL-AZ DATA WAREHOUSE WILL ALLOW YOU TO COMPLY OR ENSURE YOUR COMPLIANCE WITH ANY REGULATORY PROGRAMS OR APPLICABLE LAWS OR REGULATIONS. YOU ARE RESPONSIBLE FOR COMPLIANCE WITH ANY APPLICABLE PUBLIC RECORDS LAWS.

SOLARI DOES NOT WARRANT OR ENDORSE ANY DATA. ALL DATA IS SOLELY THE RESPONSIBILITY OF THE DISCLOSING PARTICIPANT WHO PROVIDED THAT DATA. YOU BEAR ALL RISK FOR RELIANCE UPON INFORMATION PROVIDED OR OBTAINED BY USE OF THE DATA.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SOLARI EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE DWEL-AZ DATA WAREHOUSE, INCLUDING WITHOUT LIMITATION THOSE REGARDING AVAILABILITY, QUALITY, ACCURACY, MERCHANTABILITY, FITNESS FOR ANY USE OR PURPOSE, COMPATIBILITY WITH ANY STANDARDS OR USER REQUIREMENTS, TITLE, AND NONINFRINGEMENT. SOLARI HAS NO RESPONSIBILITY FOR THE TIMELINESS, DELETION, OR FAILURE TO STORE ANY USER COMMUNICATION.

SOLARI IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER HARDWARE, SOFTWARE, SYSTEMS, AND NETWORKS, ANY LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY INFORMATION FROM THE DWEL-AZ DATA WAREHOUSE, AND ANY OTHER DAMAGE THAT MAY BE INCURRED.

10. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL SOLARI, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES (“SOLARI PARTIES”) BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, OR ANY OTHER LOSS OR DAMAGE OF ANY KIND, ARISING OUT OF OR IN CONNECTION WITH THE DWEL-AZ DATA WAREHOUSE OR YOUR ACCESS TO OR USE OF, OR INABILITY TO ACCESS OR USE, THE DWEL-AZ DATA WAREHOUSE (INCLUDING WITHOUT LIMITATION THE INPUT OF PERSONAL AND OTHER INFORMATION INTO THE DWEL-AZ DATA WAREHOUSE), WHETHER THE CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, OR OTHERWISE, AND EVEN IF A SOLARI PARTY HAS EXPRESS KNOWLEDGE OF THE POSSIBILITY OF THE LOSS OR DAMAGE. YOUR SOLE AND EXCLUSIVE REMEDY IS TO STOP ACCESSING AND USING THE DWEL-AZ DATA WAREHOUSE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT WILL SOLARI PARTIES’ LIABILITY TO YOU EXCEED \$100, EVEN IF THIS REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

11. Indemnification. You will indemnify, defend, and hold harmless Solari Parties from and against all losses, claims, liabilities, demands, complaints, actions, damages, judgments,

settlements, fines, penalties, expenses, and costs (including reasonable attorneys' fees) that arise out of or in connection with your access to or use of the DWEL-AZ Data Warehouse, your use or misuse of any material, Data, or other content or information downloaded or otherwise obtained from the DWEL-AZ Data Warehouse, your provision of Data, your violation of or noncompliance with applicable laws or regulations, or your breach of these Terms. We reserve, and you grant to us, the exclusive right to assume the defense and control of any matter subject to indemnification by you.

- 12. Feedback.** Solari welcomes comments regarding the DWEL-AZ Data Warehouse. If you submit comments or feedback to us regarding the DWEL-AZ Data Warehouse, they will not be considered or treated as confidential. We may use any comments and feedback that you send us in our discretion and without attribution or compensation to you. We have no obligation to review or respond to any such feedback or comments. Do not provide comments regarding the DWEL-AZ Data Warehouse containing confidential or health information to us via unsecure method.
- 13. Disputes.** These Terms are governed by the laws of the state of Arizona, without regard for its conflict of law principles.
- 14. Interpretation.** Solari's failure to enforce any provision of these Terms will not constitute a waiver of that provision or any other provision. Any waiver of any provision of these Terms will be effective only if in writing and signed by Solari. If any provision of these Terms is held invalid, void, or unenforceable, that provision will be severed from the remaining provisions and the remaining provisions will remain in full force and effect. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms.
- 15. Cooperation with Law Enforcement.** Solari will cooperate with law enforcement if you are suspected of having violated applicable laws. YOU WAIVE AND HOLD THE SOLARI PARTIES HARMLESS FOR ANY COOPERATION WITH, OR DISCLOSURE OF YOUR INFORMATION TO, LAW ENFORCEMENT RELATING TO YOUR SUSPECTED VIOLATION OF APPLICABLE LAWS.
- 16. Survival and Severability.** Any provisions of these Terms that are intended to survive termination (including any provisions regarding indemnification, limitation of our liability, or dispute resolution) will continue in effect beyond any termination of these Terms or of your access to or use of the DWEL-AZ Data Warehouse. If any provision of these Terms is held invalid, void, or unenforceable, that provision will be severed from the remaining provisions and the remaining provisions will remain in full force and effect. The headings in these Terms are for convenience only and do not affect the interpretation of these Terms.
- 17. Notices.** All notices, consents, and other communications permitted or required to be given under these Terms must be in writing and addressed to the recipient and will be deemed given: upon delivery if personally delivered with fees prepaid, including by a recognized courier service; upon receipt if delivered by certified or registered United States mail, postage prepaid and return receipt requested, as indicated by the date on the signed receipt; or, where you are the recipient, upon delivery by email. Please print or

otherwise save a copy of these Terms and all notices, consents, and other communications for your reference.

18. Contact Us. Please direct any questions and concerns regarding these Terms or the DWEL-AZ Data Warehouse to Solari, the DWEL-AZ Administrative Operator, at DWEL-AZ@solari-inc.org.