



Adoption of Practice Fusion's Web-Based Electronic Health Records System

To Whom It May Concern:

This letter is to confirm the following Eligible Professional's ("EP") adoption and current access to Practice Fusion's web-based electronic health record (EHR):

Name:

Address:

Practice Fusion's EHR has been certified by an Office of the National Coordinator for Health IT- Authorized Certification Body (ONC-ACB) as a 2014 Meaningful Use Complete EHR.

Practice Fusion's CHPL Product Number: 12192013-2260-1

Practice Fusion's CMS EHR Certification ID: A014E01KIUMGEA3

Product Classification: Complete EHR

Product Version: 3.0

Practice Fusion is a free EHR, and as a result, there is no purchase order or receipt generated when providers adopt the technology. However, each new user electronically accepts all terms of the Healthcare Provider User Agreement, attached to this letter, upon adoption of the EHR

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Wilson", written over a light blue horizontal line.

Michael Wilson
Director of Inside Sales
Practice Fusion



I hereby acknowledge that I have agreed to Practice Fusion’s Healthcare Provider User Agreement, a copy of which is shown below, upon adoption of the Practice Fusion EHR.

Signature: _____

Print: _____

Michael Wilson
Director of Inside Sales
Practice Fusion

Date: _____

HEALTHCARE PROVIDER USER AGREEMENT

THIS IS A LEGALLY BINDING AGREEMENT between Practice Fusion, Inc., a Delaware corporation ("Practice Fusion," "we" or "us"), and you. BY CLICKING "I AGREE," OR BY OTHERWISE SIGNING UP OR FOR AN ACCOUNT, OR BY ACCESSING OR USING THE SERVICES (DEFINED BELOW), YOU ARE ENTERING INTO THIS HEALTHCARE PROVIDER USER AGREEMENT (THIS "AGREEMENT") AND YOU AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. Please read this Agreement carefully, and do not sign up for an account or use the Services if you are unwilling or unable to be bound by this Agreement. You and we are collectively referred to as the "Parties."

1. Definitions

For the purposes of this Agreement, the terms set forth in this Section 1 have the meanings assigned to them below. Terms not defined below or in the body of this Agreement (whether or not capitalized) have the definitions given to them in HIPAA.

"Administrative Rights" means the rights to administer and direct the use of a Provider’s account, including the authority to provide, request, issue, administer and limit the access rights to other User accounts issued to such Provider’s Authorized Workforce.

"Authorized Workforce" means those natural persons who are members of your Workforce who you have identified (by their legal names, and the legal names of their employers) in your account as authorized to access the Services on your behalf.

"ChartShare®" means the feature of the Services through which we make Your Health Information available to other users of the Services with your Consent, or make Protected Health Information of other users of the Services available to you with their Consent.



"Confidential Information" means any information relating to our business, financial affairs, current or future products or technology, trade secrets, workforce, customers, or any other information that is treated or designated by us as confidential or proprietary, or would reasonably be viewed as confidential or as having value to our competitors. Confidential Information does not include information that we make publicly available or that becomes known to the general public other than as a result of a breach of an obligation by you. Confidential Information does not include individuals' health information.

"Consent" means consent or authorization by a user of the Services allowing us to take actions described under this Agreement, which the user of the Services may give in an electronic communication to us or by use of the features of the Services (such as "share," "transmit," "refer," "authorize," "agree" and the like).

"De-Identified Health Information" means health information that has been de-identified in accordance with the provisions of the Privacy Rule.

"De-Identified Information" means De-Identified Health Information and De-Identified Personal Information.

"De-Identified Personal Information" means Personal Information from which a user's name and other unique identifiers have been removed, and from which the user cannot reasonably be identified.

"De-Identify," with respect to Personal Information, means to make such information into De-Identified Personal Information and with respect to health information, means to make such health information into De-Identified Health Information.

"HIPAA" means the administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996, and the regulations promulgated thereunder, including the Privacy Rule and the Security Rule, as amended.

"HITECH Act" means the Health Information Technology for Economic and Clinical Health Act of 2009, and regulations promulgated thereunder.

"Personal Information" means information that identifies you personally.

"Policies and Procedures" means our rules, regulations, policies and procedures for access to and use of the Services, as changed from time to time and as posted electronically on our Internet website.

"Practice ID" means a unique user identification assigned to a User pursuant to Section 3.7.

"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended.



"Protected Health Information" has the meaning given it in the Privacy Rule.

"Provider" has the same meaning as "health care provider" given in 45 CFR §160.103.

"Provider of Record" has the meaning given in Section 3.1.1.

"Security Rule" means the Security Standards for the Protection of electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C, as amended.

"Services" means our electronic health record services, including our electronic medical record services, practice management services, claim management services and other operations workflow solutions and other services provided by us to you.

"Term" means the initial term and all renewal terms of this Agreement as provided in Section 16.1.

"User" (capitalized) means a natural person who has been authorized pursuant to this Agreement to access the Services on your behalf; a "user" (un-capitalized) shall mean any user of the Services.

"User ID" means a unique user identification assigned to a User pursuant to Section 3.7.

"Workforce" means a Provider's employees, volunteers, trainees, and other persons whose conduct, in the performance of work for Provider, is under the direct control of such Provider, whether or not they are paid by the Provider.

"Your Health Information" means Protected Health Information that you or your Workforce input or upload onto the Services or that we receive on your behalf from your authorized service providers or our third party partners pursuant to Section 4.1.10.

"Your Information" means information that you or your Workforce input or upload onto the Services, including Your Personal Information and Your Health Information.

"Your Personal Information" means Personal Information that you or your Workforce enter or upload onto the Services.

In addition, the words "include," "includes" and "including" shall be deemed to be followed by the phrase "without limitation." The word "will" shall be construed to have the same meaning and effect as the word "shall." The word "or" shall be construed to have the same meaning and effect as "and/or." The words "herein," "hereof" and "hereunder," and words of similar import, shall be construed to refer to these Terms of Use. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

2. **Grant of Right to Use the Services**

- 2.1 We grant to you and you accept a non-exclusive, personal, non-transferable (except as expressly permitted in Section 19.2), limited right to access and use the Services, and a non-exclusive, personal, non-transferable, limited license to use any computer software furnished by us for access to or use of the Services during the Term, subject to your full compliance with the terms and conditions set forth in this Agreement and with our Policies and Procedures. You will not: (a) use the Services for time-sharing, rental or service bureau purposes; (b) make the Services, in whole or in part, available to any other person, entity or business; (c) copy, reverse engineer, decompile or disassemble the Services, in whole or in part, or otherwise attempt to discover the source code to the software used by the Services; or (d) modify, combine, integrate, render interoperable, or otherwise access for purposes of automating data conversion or transfer, the Services or associated software with any other software or services not provided or approved by us. You will obtain no rights to the Services except for the limited rights to use the Services expressly granted by this Agreement.
- 2.2 The Services include certain third-party software and services, which may require that you enter into separate subscription or licensing agreements with third-party vendors. We may also make available optional services provided by third parties, such as billing, electronic prescribing and clinical laboratory reporting services. You will comply with and, upon request, execute, any agreements that may be required for the use of such software or services, and to comply with the terms of any license or other agreement relating to third-party products included in the Services or made accessible to you through the Services. Your use of the Services or of such third-party products or services will constitute your agreement to be bound by the terms of all licensing, subscription and similar agreements relating to such use. We facilitate electronic prescriptions through SureScripts, which requires additional terms and conditions set forth [here](#); you hereby agree to be bound by such additional terms and conditions. In addition, our Services contain content and services provided by Health Language, Inc. and Updox, LLC which requires additional terms and conditions set forth [here](#) and [here](#); you hereby agree to be bound by such additional terms and conditions.

3. Access to the Services

- 3.1 Access Rights of Providers and their Authorized Workforce.
 - 3.1.1 Provider of Record. We offer the Services to Providers and to natural persons who are members of such Providers' Authorized Workforce, as more fully described in this Section 3.1. All persons who sign up for an account must do so on behalf of a Provider, and must furnish, among other things, that Provider's full legal name and fictitious business name(s) (i.e., trade name, d/b/a or "doing business as") as part of the sign-up process. This information will be associated with that Provider's Practice ID. We treat the Provider in whose name the account is established

as the owner of the account, and we call this Provider the "Provider of Record." The Provider of Record may be changed in accordance with Section 19.1.

- The Provider of Record is a party to this Agreement for all purposes. Although a member of a Provider of Record's Authorized Workforce may have signed up for an account or electronically entered into this Agreement, or may continue to administer Administrative Rights on the Provider of Record's behalf, only the Provider of Record is entitled to any of the rights, remedies or benefits under this Agreement and control over the Administrative Rights. The Provider of Record is likewise subject to all of the covenants, restrictions, limitations, representations, warranties, waivers and releases included in this Agreement. The Provider of Record may delegate Administrative Rights to one or more members of the Provider of Record's Authorized Workforce, but the Provider of Record remains responsible for all activity occurring thereunder.
 - (a) Incomplete or Inaccurate Registration Information. A Provider that has failed to complete the registration information sufficient to establish itself as a Provider of Record may not be able to access all of the Services. In addition, until such time such Provider completes and/or updates such registration information and properly associated it with its Practice ID, such Provider agrees and acknowledges that it is subject to, and we may enforce against it, all of the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations and warranties set forth in this Agreement that are applicable to the person addressed as "you" in this Agreement, and such Provider hereby grants and makes all rights, waivers and releases set forth in this Agreement that are granted and made by the person addressed as "you" in this Agreement, but such Provider is entitled to none of, and hereby waives and agrees not to assert any of, the rights, remedies or benefits under this Agreement (other than our assurances and obligations under Section 9 below, which such Provider shall have the right to enforce). Once a Provider's registration has been submitted sufficient to establish its status as Provider of Record, this provision shall cease to apply.
- 3.1.2 Authorized Representatives. An authorized representative of a Provider may establish an account on behalf of such Provider, and may have administrative privileges on the account. We call the person(s) authorized to act on behalf of a Provider an "Authorized Representatives." The Provider and Authorized Representative may be the same person. If you are establishing an account or taking any action with respect to a Provider's account, you represent and warrant that (a) you have the authority to act on such Provider's behalf either as owner/principal or as a

member of such Provider's Authorized Workforce, (b) the information you submit is complete and accurate, and (c) you have the authority to enter into this Agreement on behalf of such Provider and bind such Provider to the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations, warranties, grants, waivers and releases contained in this Agreement. If you are an Authorized Representative, you recognize that you have no personal rights with respect to such Provider's account, and that such Provider may change the Authorized Representative at any time, for any or no reason, with or without notice.

- 3.1.3 Authorized Workforce. If you are a member of a Provider's Authorized Workforce, and such Provider has authorized you to access the Services on his or her behalf by obtaining a User ID for you, then you are authorized under this Agreement to access the Services solely on behalf and at the direction of such Provider. As such, you may sign in and use the functionality of the Services solely on behalf and at the direction of such Provider. You hereby agree and acknowledge that you are subject to, and we may enforce against you, all of the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations and warranties set forth in this Agreement that are applicable to the person addressed as "you" in this Agreement, and you hereby grant and make all rights, waivers and releases set forth in this Agreement that are granted and made by the person addressed as "you" in this Agreement, but you are entitled to none of, and hereby waive and agree not to exercise or assert any of, the rights, remedies or benefits under this Agreement other than the limited, non-exclusive, non-transferable, personal right under this Section 3.1.3 to sign in and use the functionality of the Services solely on behalf and direction of such Provider. Notwithstanding the applicable provisions at Section 16, you acknowledge that your access to the Services may be terminated by the Provider or us at any time, for any reason or no reason at all, with or without notice. By (i) accessing any of the Services under a Provider's account(s), or (ii) contacting us by any means and requesting or directing us to take any action with respect to any Provider's account(s) or data held by such account(s), or (iii) asserting any right or authority with respect to such account(s) or data, you represent and warrant that you have the authority to act on such Provider's behalf and that you are not using the Services, or otherwise engaging in the activities described in clauses (i) through (iii) above, for the benefit or at the direction, of any person or entity other than such Provider.
- 3.2 Trial Use. We also offer the Services on a limited basis to trial users under this Section 3.2. If you have signed-up for an account for the purpose of evaluating the Services or to use the Services for academic coursework (collectively, "Trial Use"), you may use the Services only in connection with such Trial Use. As such, you hereby agree and acknowledge that you are subject to, and we may

enforce against you, all of the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations and warranties set forth in this Agreement that are applicable to the person addressed as "you" in this Agreement, and you hereby grant and make all rights, waivers and release set forth in this Agreement that are granted and made by the person addressed as "you" in this Agreement, but you are entitled to none of, and hereby waive and agree not to exercise or assert any of, the rights, remedies or benefits under this Agreement other than the limited, non-exclusive, non-transferable, personal right under this Section 3.2 to sign-in and make Trial Use of the functionality of the Services. Notwithstanding the applicable provisions at Section 16, you acknowledge that your access to the Services may be terminated by us at any time, for any reason or no reason at all, with or without notice. You also hereby acknowledge and agree that in the event that you at any time use the Services in the course of providing healthcare services to any individual or you enter any health information of any Individual, (a) your Trial Use license will immediately convert, without further action by either Party, to the relevant license described in Section 3.1 if the circumstances described in Section 3.1.1, Section 3.1.2 or Section 3.1.3 apply, or (b) if none of those sections applies, you are not authorized to access or use the Services, and must immediately cease such access or use.

- 3.3 Verification. You agree that your use of the Services is subject to verification by us of your identity and credentials as a health care provider, and to your ongoing qualification as such. You agree that we may use and disclose Your Personal Information for such purposes, including making inquiry of third parties concerning your identity and professional and practice credentials. You authorize such third parties to disclose to us such information as we may request for such purposes, and you agree to hold them and us harmless from any claim or liability arising from the request for or disclosure of such information. Notwithstanding the applicable provisions at Section 16, you agree that we may terminate your access to or use of the Services at any time if we are unable at any time to determine or verify your qualifications or credentials.
- 3.4 Permitted Uses.
 - 3.4.1 Subject to the terms of this Agreement, you may use Your Health Information for any purpose expressly permitted by applicable law, including treatment, payment and health care operations.
 - 3.4.2 If you are granted access rights to another user of the Services' Protected Health Information through ChartShare or another Service, you may use such information for treatment and for obtaining payment for treatment; provided that, except as expressly authorized in our Policies and Procedures, (i) you may access only information pertaining to individuals with

whom you have a treatment relationship or for whom a provider who has a treatment relationship with the individual has requested a professional consultation from you, or from whom you have received authorization to use their health information; and (ii) you may use only the minimum necessary information for payment purposes.

- 3.4.3 You will not use the Services for any purposes other than those described in Section 3.4.1 or Section 3.4.2. In particular, you will not:
 - (a) reproduce, publish, or distribute content in connection with the Services that infringes any third party's trademark, copyright, patent, trade secret, publicity, privacy, or other personal or proprietary right; nor
 - (b) use the Services to transmit illegal, obscene, threatening, libelous, harassing, or offensive messages, or otherwise unlawful material.

In addition, to further safeguard the confidentiality, integrity and availability of the information and other elements housed in the Services, as well as the stability of the Services, you agree you will not, nor attempt to, or authorize anyone to, or attempt to:

- (c)(i) Abuse or misuse the Services, including gaining or attempting to gain unauthorized access to the Services, or altering or destroying information housed in the Services, except in accordance with accepted practices; (ii) use the Services in a manner that interferes with other users' use of the Services; (iii) use the Services in any manner that violates our Policies and Procedures; or (iv) use any ad blocking mechanism, device, or tool to prevent the placement of advertisements in the Services;
 - (d) Circumvent any technical measures we have put in place to safeguard the Services or the confidentiality, integrity or accessibility of any information housed thereon, or any technical measures we have put in place to restrict access to the Services solely to the class of persons expressly so authorized pursuant to Sections 3.1.1 through 3.1.3; and
 - (e) Access any portion of the Services other than with a commercial browser (such as Internet Explorer, Mozilla Firefox or Chrome) or mobile applications developed and operated by us.
- 3.5 Clinical Support Information. We may provide information to assist you in clinical decision-making. This may include information and reminders concerning drug interactions, allergies, dosages, as well as general health-care related information and resources. We may also provide forums for our users to

exchange information. You agree that the information and materials available through the Services are for informational and educational purposes only and are not intended to constitute professional advice, diagnosis or treatment, or to substitute for your professional judgment. Information may be placed in the Services by us and by third parties beyond our control. We are not responsible for the accuracy or completeness of information available from or through the Services. You assume full risk and responsibility for the use of information you obtain from or through the Services, and neither we nor any of our licensors or data providers are responsible or liable for any claim, loss, or liability arising from use of the information. We do not recommend or endorse any provider of health care or health-related products, items or services, and the appearance of materials in the Services relating to any such products, items or services is not an endorsement or recommendation of them. You will review the definitions, functionality, and limitations of the Services, and to make an independent determination of their suitability for your use. We and our suppliers and licensors disclaim all warranties, whether expressed or implied, including any warranty as to the quality, accuracy, and suitability of the information provided by the Services for any purpose.

- 3.6 Safeguards.
 - 3.6.1 You will implement and maintain appropriate administrative, physical and technical safeguards to protect information within the Services. Such safeguards shall comply with federal, state, and local requirements, including the Privacy Rule and the Security Rule, whether or not you are otherwise subject to HIPAA. You will maintain appropriate security with regard to all personnel, systems, and administrative processes used by you or members of your Workforce to transmit, store and process electronic health information through the use of the Services.
 - 3.6.2 You will immediately notify us of any breach or suspected breach of the security of the Services of which you become aware, or any unauthorized use or disclosure of information within or obtained from the Services, and you will take such action to mitigate the breach, suspected breach, or unauthorized use or disclosure of information within or obtained from the Services as we may direct, and will cooperate with us in investigating and mitigating the same.
- 3.7 User Identification. We authorize you and your Authorized Workforce to use the Practice IDs and User IDs assigned to you by us. You acquire no ownership rights in any Practice ID or User ID, and Practice IDs and User IDs may be revoked or changed at any time in our sole discretion. You will adopt and maintain reasonable and appropriate security precautions for Practice IDs and User IDs to prevent their disclosure to or use by unauthorized persons. Each member of your Authorized

Workforce shall have and use a unique identifier. You will ensure that no member of your Workforce uses a User ID assigned to another member.

- 3.8 No Third-Party Access. Except as required by law, you will not permit any third party (other than persons who satisfy the definition of Authorized Workforce and meet the requirements of Section 3.1.3) to use or access the Services without our prior written agreement. Nor will you authorize or assist any person or entity in accessing, or attempting to access, any portion of the Services via any means other than a commercial browser (such as Internet Explorer, Mozilla Firefox or Chrome) or a mobile app that we have authored and provided to you. You will promptly notify us of any order or demand for compulsory disclosure of health information if the disclosure requires access to or use of the Services. You will cooperate fully with us in connection with any such demand. You will also notify us in the event that any person or entity, whether or not a member of your Authorized Workforce, (a) attempts to access the Services by any means other than a commercial browser, (b) claims to offer a service or system that "integrates with" our Services or (c) requests to use your Practice ID or User ID or requests that you obtain a Practice ID or User ID in order to access to the Services in a manner that would violate this Agreement if you engaged in such activity.
- 3.9 Your Workforce. You may permit your Authorized Workforce to use the Services on your behalf, subject to the terms of this Agreement. You will:
 - 3.9.1 obtain a unique User ID from us for each member of your Authorized Workforce, providing the legal name(s) of each such member for which you are seeking a User ID;
 - 3.9.2 train all members of your Authorized Workforce in the requirements of this Agreement and the Policies and Procedures relating to their access to and use of the Services, and ensure that they comply with such requirements;
 - 3.9.3 take appropriate disciplinary action against any member of your Workforce who violates the terms of this Agreement or the Policies and Procedures;
 - 3.9.4 ensure that only the person to whom a User ID has been assigned accesses the Services with the User ID; and
 - 3.9.5 immediately notify us of the termination of employment of any member of your Authorized Workforce, or of your withdrawal of authorization for any such person to access the Services.
- 3.10 Personal Health Record. You may make available to your patients portions of their medical records through a web-based personal health record portal that we operate on your behalf (a "Patient Portal"). You are solely responsible for granting Patient Portal access privileges to your patients and

retain the ability to revoke those access privileges. You are also solely responsible for the information that you make available through a Patient Portal. Health information included in Patient Portals will be held as part of the health record that we maintain for you, and will be subject to the terms of this Agreement and our business associate obligations stated in Section 9.

- 3.11 Forums. We may offer forums for the exchange of information among our users. You will comply with all applicable forum rules. In particular, you understand that we do not assure the accuracy, reliability, confidentiality or security of information made available through the use of such forums. You acknowledge that any information you post in a forum or discussion group is available to the public, and may result in your receiving communications from others outside our site. You are responsible for safeguarding the privacy of you and your patients' personal information when you participate in forums, discussion groups and the like. You agree not to disclose individually identifiable health information through such forums.
- 3.12 Compliance with Law. You are solely responsible for ensuring that your use of the Services complies with applicable law, including laws relating to maintenance of privacy, security, and confidentiality of patient and other health information. You will not grant any user, including members of your Authorized Workforce, any rights to access or use of our Services that they would not be allowed to have under applicable laws. We offer no assurance that your use of the Services under the terms of this Agreement will not violate any law or regulation applicable to you. Except as otherwise provided in this Agreement, we will keep Your Information private and will not share it with third parties, unless we believe in good faith that disclosure of Your Information is necessary to (i) comply with a court order, warrant or other legal process, (ii) protect the rights, property or safety of Practice Fusion or others, or (iii) investigate or enforce suspected breaches of this Agreement.
- 3.13 Professional Responsibility. You will be solely responsible for the professional and technical services you provide. We make no representations concerning the completeness, accuracy or utility of any information in the Services, or concerning the qualifications or competence of persons who placed it there. We have no liability for the consequences to you or your patients of your use of the Services.
- 3.14 Cooperation. You will cooperate with us in the administration of the Services, including providing reasonable assistance in evaluating the Services and collecting and reporting data requested by us for purposes of administering the Services.
- 3.15 Indemnification. You hereby agree to indemnify, defend, and hold harmless us and other users, and our and their respective affiliates, officers, directors, employees and agents, from and against any

claim, cost or liability, including reasonable attorneys' fees, arising out of or relating to: (a) the use of the Services by you or your Workforce; (b) any breach by you or your Workforce of any representations, warranties or agreements contained in this Agreement; (c) the actions of any person gaining access to the Services under a User ID assigned to you or a member of your Workforce; (d) the actions of anyone using a User ID, password or other unique identifier assigned to you or any member of your Workforce that adversely affects the Services or any information accessed through the Services; and (e) your negligent or willful misconduct, or that of any member of your Workforce. Your indemnifications obligations in this Agreement (including this Section 3.15) are cumulative, and are not intended to, nor do they, limit your indemnification obligations elsewhere in this Agreement or at law, even if such obligations arise or are occasioned or triggered by a single assertion, claim, circumstance, action, event or transaction.

4. Use of Information

- 4.1 Purpose of Services. The purpose of the Services is to store Your Health Information and (i) to make it available to you and your Authorized Workforce for any legal purpose, including treatment, payment and health care operations; (ii) to facilitate the sharing of individuals' health information among users, and (iii) to make health information available to your patients through the Patient Fusion portal. You may make Your Health Information accessible to other users of the Services and to your patients through the Services for these purposes. You authorize us, as your business associate, to use and disclose Your Health Information as follows, subject to the recipient's agreement to comply with applicable laws and regulations relating to the use and disclosure of health information, and subject also to the provisions of Section 9:
 - 4.1.1 We will permit unrestricted access to Your Health Information to you and your Authorized Workforce. You are responsible for ensuring that your use of Your Health Information is consistent with the relevant legal restrictions.
 - 4.1.2 We will permit access to Your Health Information to your patients to whom you have agreed to grant access through our Patient Portal.
 - 4.1.3 We will permit access to Your Health Information by health care providers and their business associates to whom you have Consented to provide access to the Services and who have otherwise agreed to integrate with our systems pursuant to appropriate assurances. We will obtain your Consent before we make Your Health Information available to other providers and their business associates. You acknowledge that once we have granted access rights to another provider, we have no control over the uses and disclosures that the provider makes of

Your Health Information, and the recipient may be subject to its own legal or regulatory obligations (including HIPAA) to retain such information and make such information available to patients, governmental authorities and others as required by applicable law or regulation.

- 4.1.4 We may disclose or permit access to Your Health Information to health plans, health care clearinghouses, medical groups, independent practice associations, your authorized service providers and other parties responsible for payment and their business associates for the purpose of obtaining payment for services you provide, unless you advise us in writing that the patient has paid out of pocket in full for the service to which the health information relates, and has requested that it not be disclosed to his or her health plan.
- 4.1.5 We may De-Identify Your Health Information and Your Information, and use and disclose De-Identified Information as provided by Section 5 and Section 7.2.
- 4.1.6 We may create limited data sets from Your Health Information, and disclose them for any purpose for which you may disclose a limited data set; and you hereby authorize us to enter into data use agreements on your behalf for the use of limited data sets, in accordance with applicable law and regulation.
- 4.1.7 We may use Your Health Information in order to prepare analyses and reports, such as activity or quality-metrics reports, or any other reports the Services makes available, in order to render these reports to You. Such reporting will be done in a manner that does not make any disclosure of Your Health Information that you would not be permitted to make.
- 4.1.8 We may use Your Health Information for the proper management and administration of the Services and our business, and to carry out our legal responsibilities. We may also disclose Your Health Information for such purposes if the disclosure is required by law, or we obtain reasonable assurances from the recipient that it will be held confidentially and used or further disclosed only (a) as required by law (as such term is defined in 45 CFR §164.103), or (b) for the purpose for which it was disclosed to the recipient, and the recipient notifies us of any instances of which it is aware in which the confidentiality of the information has been breached. Without limiting the foregoing, we may permit access to the system by our contracted system developers under appropriate confidentiality agreements.
- 4.1.9 We may use Your Health Information and Directory Information (defined below) to contact your patients on your behalf for any purpose for which you would be permitted to contact them, including:

- (a) For treatment, including sending appointment and prescription refill reminders;
 - (b) For case management and care coordination, or to direct or recommend alternative treatments, therapies, health care providers or settings of care;
 - (c) To request authorization on your behalf from your patients to use or disclose their health information for any purpose for which use or disclosure may be made with an appropriate authorization, including marketing purposes. You agree that we may also use and disclose your patients' health information as permitted by any such authorization; and
 - (d) To provide information about health-related products or services that you provide, or that we provide on your behalf as your business associate.
- 4.1.10 From time to time we may incorporate information we receive from your authorized service providers or our third party partners into the Services we provide to you. Such information may include, without limitation, clinical information such as lab results, imaging results, eligibility information and prescription history; and shall, upon incorporation into the Services, be treated as "Your Health Information" for all purposes hereunder. You hereby authorize us to request and receive such information on your behalf from such authorized service providers or our third party partners.
 - 4.1.11 We may use or disclose Your Health Information for other purposes, as from time to time described in our Policies and Procedures; provided that we will not make or permit any such use or disclosure that would violate applicable law or regulation if made by you or your business associate. Except as provided in Subsections 4.1.7 through 4.1.10, and notwithstanding any other provision of this Section, we will not use or disclose Your Health Information in any manner that would violate the requirements of the Privacy Rule if done by you.
- 4.2 Responsibility for Misuse by Other Users. You acknowledge that in granting access to the Services for the purposes set forth in Section 4.1, we will rely on the assurances of the recipients of the information as to (i) their identity and credentials, (ii) the purposes for which they are accessing the system, and (iii) the nature and extent of the information to which they will have access. You acknowledge that, while the Services will contain certain technical safeguards against misuse of the Services, it will rely to a substantial extent on the representations and undertakings of users of the Services. You agree that we will not be responsible for any unlawful access to or use of Your Health Information by any user resulting from the user's misrepresentation to us, or breach of the user's user agreement or our Policies and Procedures.

- 4.3 Specially Protected Information. We apply the standards of the Privacy Rule in permitting access to the Services. You acknowledge that other federal and state laws impose additional restrictions on the use and disclosure of certain types of health information, or health information pertaining to certain classes of individuals. You agree that you are solely responsible for ensuring that Your Health Information may properly be disclosed for the purposes set forth in Section 4.1, subject to the restrictions of the Privacy Rule and applicable law. In particular, you will:
 - 4.3.1 not make available to other users through the Services any information in violation of any restriction on use or disclosure (whether arising from your agreement with such users or under law);
 - 4.3.2 obtain all necessary consents, authorizations or releases from individuals required for making their health information available through the Services for the purposes set forth in Section 4.1;
 - 4.3.3 include such statements (if any) in your notice of privacy practices as may be required in connection with your use of the Services; and
 - 4.3.4 not place in the Services any information that you know or have reason to believe is false or materially inaccurate.
- 4.4 ChartShare[®]. With your Consent, we will make your online health record for any patient you designate accessible to any other user of the Services whom you approve. You may revoke your Consent with respect to any other user at any time. While your Consent is in effect, an approved user may view, edit or otherwise alter any health record you have designated for his or her use. If you revoke your Consent, the approved user will continue to have the ability to view the health record in the form in which it existed at the time you revoked your Consent, but will not be able to view changes made to the record thereafter, and will not be able to edit the record. The same rules apply to your use of another user's record who approves access by you. You and your Workforce are fully responsible for the information in any chart that you share. You or your Workforce should not share patient information that violates any state or federal laws, such as information relating to HIV testing. In the future, we may allow you to share only subsections of a patient chart or may allow a referee to share the patient chart with others, in either case, we will obtain your Consent before allowing the use of such features. In any event, but especially in cases of potential fraud, misuse or abuse of the Services, we reserve the right, in our sole judgment, to revoke, remove, cancel or deny continued access to any health record or any ChartShare request.

- o 4.5 Provider Directories; Opt-Out. We may include your Directory Information (defined below) in our (a) "Public Provider Directories," which are electronic directories for patients and the general public; and (b) "Professional Provider Directories," which are electronic directories for Providers and other members of the healthcare community ((a) and (b) collectively, "Provider Directories"). Provider Directories may be made available in various electronic formats, including searchable databases, Provider landing pages, interactive reference tools, and integrated look-up features, among others. They may also incorporate information designed to help users, such as integrated maps, and licensure confirmation tools, among others. Provider Directories may include a "contact" feature that allows users to contact other users directly through the Services. Our Public Provider Directory may be made available to public search engines to aid Provider discovery. Listing in the Provider Directories is subject to eligibility criteria, which may differ between the Public Provider Directory and Professional Provider Directory. If you meet the applicable criteria, some or all of your Directory Information will be automatically included in the applicable Provider Directory(ies), unless you utilize our "opt out" feature or otherwise inform us in writing that you wish to be excluded. In addition, unless you utilize our "opt out" feature or otherwise inform us in writing that you wish to be excluded from the Provider Directories, we may provide your Directory Information and your patients' reviews of your services to our third party partners who may include your Directory Information and the patient review information on their websites. A Provider's "Directory Information" includes the Provider's name, name(s) of physicians or other healthcare professionals associated with a Provider, associated specialties, Provider's business telephone number(s) and physical address(es), and the Provider's available appointment slots, as each is indicated from information a Provider has inputted or imported into the Services. The Directory Information may include additional information you input or upload into profile tools we make available in the Services (such as a profile photograph, accepted insurance, available office hours, a front desk email address, and the like), as and when such tools are available.

5. **Providing Physician Data to Payers**

Without limiting the provisions of Section 7.2, you agree that we may provide De-Identified Health Information and other information (including Your Personal Information and information concerning your practice) to any medical group, independent practice association of physicians, health plan or other organization with which you have a contract to provide medical services, or to whose members or enrollees you provide medical services. Such information may identify you, but will not identify any individual to whom you provide services. Such information may include aggregated data concerning your patients, diagnoses, procedures, orders and the like.

6. Product and Service Notifications

We may place advertisements concerning the products and services of third parties throughout the Services, so that you see them when you use the Services. We may receive remuneration from the suppliers of these products and services for placing their advertisements. We may use computerized processes to tailor the advertisements to you or to your use of the system. However, except as expressly permitted by this Agreement or by our Policies and Procedures, unless we obtain your Consent, we will not disclose to any third party any information that identifies you to enable the third party to market products or services to you directly.

7. Intellectual Property Rights

- 7.1 Individually Identifiable Health Information. You retain all rights with regard to Your Health Information, and we will only use such information as expressly permitted in this Agreement.
- 7.2 De-Identified Information. In consideration of our provision of the Services, you hereby transfer and assign to us all right, title and interest in and to all De-Identified Information that we make from Your Health Information or Your Personal Information pursuant to Section 4.1.5. You agree that we may use, disclose, market, license and sell such De-Identified Information for any purpose without restriction, and that you have no interest in such information, or in the proceeds of any sale, license, or other commercialization thereof. You acknowledge that the rights conferred by this Section are the principal consideration for the provision of the Services, without which we would not enter into this Agreement.
- 7.3 Other Works and Information. You hereby grant to us a nonexclusive, royalty-free, fully paid-up, perpetual, irrevocable, worldwide and fully sublicensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display any information, material or work product – other than Your Health Information and Your Personal Information that has not been De-Identified – you provide to this site. You agree that we may use, disclose, market, license and sell such information and works, including derivative products, without restriction. This includes, for example, custom templates that you create using the Services, and information (other than Your Health Information or Your Personal Information which has not been De-Identified) that you contribute to forums, discussion groups and the like. You may provide content or material to this site by participating in forums, discussion groups and the like, or by using the site to create custom templates and the like. Furthermore, you agree that we may use, disclose, market, license and sell such material or content, and that you have no interest in the information, or in the proceeds of any

sale, license, or other commercialization thereof. You warrant and agree that any material you provide will not infringe or otherwise violate the intellectual property or other rights of others, and will not be otherwise unlawful, infringing, threatening, libelous, defamatory, obscene, pornographic, or in violation of any law.

8. **Individuals' Rights**

You are solely responsible for affording individuals their rights with respect to relevant portions of Your Health Information, such as the rights of access and amendment. You will not undertake to afford an individual any rights with respect to any information in the Services other than Your Health Information.

9. **Business Associate Provisions**

In maintaining, using and affording access to Your Health Information in accordance with this Agreement, we will:

- 9.1 Not use or disclose such information except as permitted or required by this Agreement or as required by law;
- 9.2 Use appropriate safeguards and comply, where applicable, with the Security Rule with respect to electronic protected health information, to prevent use or disclosure of such information other than as provided for by this Agreement;
- 9.3 Report to you any use or disclosure of such information not provided for by this Agreement of which we become aware, including breaches of unsecured protected health information as required by §164.410 of HIPAA, and any security incident involving the information of which we become aware;
- 9.4 In accordance with §§164.502(e)(1)(ii) and 164.308(b)(2) of HIPAA, as applicable, ensure that any subcontractors that create, receive, maintain or transmit Protected Health Information on our behalf agree to the same restrictions, conditions, and requirements that apply to us with respect to such information; and we obtain satisfactory assurances that such subcontractors will appropriately safeguard such information (it being understood, for the avoidance of doubt, that other users of the Services are not our subcontractors);
- 9.5 Make available Protected Health Information to you as necessary to satisfy your obligations under §164.524 of the Privacy Rule;
- 9.6 Make available Protected Health Information for amendment and incorporate any amendments to Protected Health Information in accordance with §164.526 of the Privacy Rule;

- 9.7 Maintain and make available such information required to provide an accounting of disclosures in accordance with §164.528 of the Privacy Rule;
- 9.8 To the extent that we are to carry out your obligations under the Privacy Rule, comply with the requirements of the Privacy Rule that apply to you in the performance of such obligations;
- 9.9 Make our internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by us on your behalf, available to the Secretary of the United States Department of Health and Human Services for purposes of determining your compliance with the Privacy Rule; and
- 9.10 At termination of this Agreement we will provide the Provider of Record with a copy of Your Health Information in an electronic form that is accessible through commercially available hardware and software. You may have to purchase such hardware and software from third parties in order to access your data, and you may have to configure your systems in order to use your data in your practice. Upon termination we will, if feasible, return or destroy all Protected Health Information received from, or created or received by us on your behalf that we still maintain in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible. You acknowledge that if you have approved, in accordance with the terms of this Agreement, other users of our services (such as your patients, other providers, clinical laboratories or pharmacies) or their respective business associates, we will continue to make such information and data available to such users pursuant to the terms of the agreements we have with them.

10. **Computer Systems**

You will acquire, install, configure and maintain all hardware, software and communications systems necessary to access the Services (your "Implementation"). Your Implementation will comply with the specifications from time to time established by us. You will ensure that your Implementation is compatible with the Services. If we notify you that your Implementation is incompatible with the Services, you will eliminate the incompatibility, and we may suspend Services to you until you do so.

11. **Third-Party Sites and Service Providers**

The Services may contain hyperlinks (including hyperlinked advertisements) to Internet web sites operated by third parties, or to materials or information made available by third parties. Such third parties may offer goods or services for sale to you. Such links do not constitute or imply our endorsement of such third

parties, or of the content of their sites, the quality or efficacy of their goods or services, or their information privacy or security practices, and we have no responsibility for information, goods or services offered or provided by such third parties, or for the manner in which they conduct their operations. Your use of third-party sites and the materials, goods and services offered by them is entirely at your own risk, and is subject to the terms of use of the third parties operating or providing them. You should assume that any Internet page or other material that does not bear the official Practice Fusion logo is provided by a third party.

12. Fees and Charges

- 12.1 Service Fees. You will not pay us any service fee for the use of our advertisement-supported Services. If you elect to use our Services with no advertisements you will pay to us our standard service fee (the "Service Fee") for the Services to which you have access during the Term of this Agreement. You also agree to pay, at our then current rates, for all goods or services that you request from us and that are not included in our standard services ("Miscellaneous Charges"). We will notify you of the Service Fee when you are granted access to a service, and we will notify you of the applicable Miscellaneous Charges before performing services to which a Miscellaneous Charge will apply. The Service Fee and Miscellaneous Charges may change from time to time. Current fees and charges may be obtained by calling 415-346-7700.
- 12.2 Payment. The Service Fee and any Miscellaneous Charges shall be paid within twenty (20) days of date of invoice at the address set forth under our name below, or such other address as may be set forth in our Policies and Procedures.
- 12.3 Late Charges. Fees not paid within ten (10) business days of the due date are subject to a late charge of five percent (5%) of the amount owing and interest thereafter at the rate of one and one-half percent (1½%) per month on the outstanding balance, or the highest amount permitted by law, whichever is lower. Failure to pay fees within ten (10) days of the due date may result in termination of access to the Services without notice. A reconnection fee equal to one (1) month's Service Fee shall be assessed to re-establish connection after termination due to non-payment.
- 12.4 Taxes. All charges and fees shall be exclusive of all federal, state, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future, and you agree to pay any tax (excluding taxes on our net income) that we may be required to collect or pay now or at any time in the future and that are imposed upon the sale or delivery of items and services purchased under this Agreement.

- 12.5 Other Charges. You are responsible for any charges you incur to use the Services, such as telephone and equipment charges, and fees charged by third-party vendors of products and services.

13. Confidential Information

- 13.1 You may not disclose our Confidential Information to any other person, and you may not use any Confidential Information except for the purpose of this Agreement. Except as otherwise provided in this Agreement, you may not, without our prior written consent, at any time, during or after the Term of this Agreement, directly or indirectly, divulge or disclose Confidential Information for any purpose. In addition, except for the purposes of using the Services, you will not use Confidential Information for any other purposes. You will hold all Confidential Information in strict confidence and to take all measures necessary to prevent unauthorized copying, use, or disclosure of Confidential Information, and to keep the Confidential Information from falling into the public domain or into the possession of persons not bound to maintain its confidentiality. You will disclose Confidential Information only to members of your Workforce who have a need to use it for the purposes of this Agreement. You will inform all such recipients of the confidential nature of Confidential Information and will instruct them to deal with Confidential Information in accordance with the terms of this Agreement. You will promptly advise us in writing of any improper disclosure, misappropriation, or misuse of the Confidential Information by any person, which may come to your attention.
- 13.2 You agree that we will suffer irreparable harm if you fail to comply with your obligations set forth in Section 13.1, and you further agree that monetary damages will be inadequate to compensate us for any such breach. Accordingly, you agree that we will, in addition to any other remedies available to us at law or in equity, be entitled to the issuance of injunctive relief to enforce the provisions hereof, immediately and without the necessity of posting a bond.

14. Disclaimer, Exclusion of Warranties, and Limitation of Liability

- 14.1 Carrier Lines. YOU ACKNOWLEDGE THAT ACCESS TO THE SERVICES WILL BE PROVIDED OVER VARIOUS FACILITIES AND COMMUNICATIONS LINES, AND INFORMATION WILL BE TRANSMITTED OVER LOCAL EXCHANGE AND INTERNET BACKBONE CARRIER LINES AND THROUGH ROUTERS, SWITCHES, AND OTHER DEVICES (COLLECTIVELY, "CARRIER LINES") OWNED, MAINTAINED, AND SERVICED BY THIRD-PARTY CARRIERS, UTILITIES, AND INTERNET SERVICE PROVIDERS, ALL OF WHICH ARE BEYOND OUR CONTROL. WE ASSUME NO LIABILITY FOR OR RELATING TO THE INTEGRITY, PRIVACY, SECURITY, CONFIDENTIALITY, OR USE OF ANY INFORMATION WHILE IT IS TRANSMITTED ON THE CARRIER LINES, OR ANY DELAY, FAILURE, INTERRUPTION, INTERCEPTION, LOSS, TRANSMISSION, OR CORRUPTION OF ANY DATA OR OTHER INFORMATION ATTRIBUTABLE TO TRANSMISSION ON THE CARRIER LINES. USE

OF THE CARRIER LINES IS SOLELY AT YOUR RISK AND IS SUBJECT TO ALL APPLICABLE LOCAL, STATE, NATIONAL, AND INTERNATIONAL LAWS.

- 14.2 No Warranties. ACCESS TO THE SERVICES AND THE INFORMATION CONTAINED ON THE SERVICES IS PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTY OF ANY KIND, AND WE DISCLAIMED ALL WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE. YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL ACTS OR OMISSIONS TAKEN OR MADE IN RELIANCE ON THE SERVICES OR THE INFORMATION IN THE SERVICES, INCLUDING INACCURATE OR INCOMPLETE INFORMATION. IT IS EXPRESSLY AGREED THAT IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUES, LOSS OF USE, LOSS OF GOODWILL, OR LOSS OF INFORMATION OR DATA, WHETHER A CLAIM FOR ANY SUCH LIABILITY OR DAMAGES IS PREMISED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY, EVEN IF WE HAVE BEEN APPRISED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. WE DISCLAIM ANY AND ALL LIABILITY FOR ERRONEOUS TRANSMISSIONS AND LOSS OF SERVICE RESULTING FROM COMMUNICATION FAILURES BY TELECOMMUNICATION SERVICE PROVIDERS OR THE SERVICES.
- 14.3 Conditions for Breach. We will not be deemed to be in violation of this Agreement unless you have first given us written notice specifying the nature of the default, and we have failed within thirty (30) days of receipt of the notice either to cure the default or, if cure within such period is not practicable, to be diligently proceeding to cure the default.
- 14.4 Other Users. YOU ACKNOWLEDGE THAT OTHER USERS HAVE ACCESS TO AND ARE USING OUR SERVICES AND THE ACTIONS OF SUCH OTHER USERS ARE BEYOND OUR CONTROL. ACCORDINGLY, WE DO NOT ASSUME ANY LIABILITY FOR OR RELATING TO ANY IMPAIRMENT OF THE PRIVACY, SECURITY, CONFIDENTIALITY, INTEGRITY, AVAILABILITY, OR RESTRICTED USE OF ANY INFORMATION ON THE SERVICES RESULTING FROM ANY USER'S ACTIONS OR FAILURES TO ACT.
- 14.5 Unauthorized Access; Lost or Corrupt Data. WE ARE NOT RESPONSIBLE FOR UNAUTHORIZED ACCESS TO YOUR DATA, FACILITIES OR EQUIPMENT BY PERSONS USING THE SERVICES OR FOR UNAUTHORIZED ACCESS TO, ALTERATION, THEFT, CORRUPTION, LOSS OR DESTRUCTION OF YOUR DATA FILES, PROGRAMS, PROCEDURES, OR INFORMATION THROUGH THE SERVICES, WHETHER BY ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER MEANS. YOU ARE SOLELY RESPONSIBLE FOR VALIDATING THE ACCURACY OF ALL OUTPUT AND REPORTS, AND FOR PROTECTING YOUR DATA

AND PROGRAMS FROM LOSS BY IMPLEMENTING APPROPRIATE SECURITY MEASURES, INCLUDING ROUTINE BACKUP PROCEDURES. YOU HEREBY WAIVE ANY DAMAGES OCCASIONED BY LOST OR CORRUPT DATA, INCORRECT REPORTS, OR INCORRECT DATA FILES RESULTING FROM PROGRAMMING ERROR, OPERATOR ERROR, EQUIPMENT OR SOFTWARE MALFUNCTION, SECURITY VIOLATIONS, OR THE USE OF THIRD-PARTY SOFTWARE. WE ARE NOT RESPONSIBLE FOR THE CONTENT OF ANY INFORMATION TRANSMITTED OR RECEIVED THROUGH OUR PROVISION OF THE SERVICES.

- 14.6 Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, OUR AGGREGATE LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THEORY OF LIABILITY, SHALL BE LIMITED TO THE AGGREGATE FEES ACTUALLY PAID BY YOU UNDER THIS AGREEMENT FOR THE SIX (6) MONTH PERIOD PRECEDING THE EVENT FIRST GIVING RISE TO THE CLAIM.

15. Insurance

You will obtain and maintain such policies of general liability, errors and omissions, and professional liability insurance with reputable insurance companies as is usually carried by persons engaged in your business covering the term of this Agreement.

16. Term; Modification; Suspension; Termination

- 16.1 Term. The initial term of this Agreement shall commence on the date you "sign up" for the Services and continue for a period of one (1) year, and thereafter automatically continue until terminated as provided in this Section.
- 16.2 Termination upon Notice. We or you may terminate this Agreement at any time without cause upon thirty (30) days' prior written notice to the other Party.
- 16.3 Modification. We may update or change the Services or the terms set forth in this Agreement from time to time and recommend that you review the Agreement on a regular basis. You understand and agree that your continued use of the Services after the Agreement has been updated or changed constitutes your acceptance of the revised Agreement. Without limiting the foregoing, if we make a change to the Agreement that materially affects your use of the Services, we may post notice or notify you via email or our website(s) of any such change.
- 16.4 Termination, Suspension or Amendment as a Result of Government Regulation. Notwithstanding anything to the contrary in this Agreement, we have the right, on notice to you, immediately to terminate, suspend, or amend this Agreement, without liability: (a) to comply with any order issued or proposed to be issued by any governmental agency; (b) to comply with any provision of law, any

standard of participation in any reimbursement program, or any accreditation standard; or (c) if performance of any term of this Agreement by either Party would cause it to be in violation of law, or would jeopardize its tax-exempt status.

- 16.5 Judicial or Administrative Procedures; Credentialing. We may terminate this Agreement immediately upon notice to you: (a) if you are named as a defendant in a criminal proceeding for a violation of federal or state law; (b) if a finding or stipulation is made or entered into that you have violated any standard or requirement of federal or state law relating to the privacy or security of health information is made in any administrative or civil proceeding; (c) you are excluded from participation in a federal or state health care program; or (d) you cease to be qualified to provide services as a health care professional, or we are unable to verify your qualifications as such.
- 16.6 Suspension of Access. We may suspend access to the Services by you or any member of your Workforce immediately pending your cure of any breach of this Agreement, or in the event we determine in our sole discretion that access to or use of the Services by you or the member of your Workforce may jeopardize the Services or the confidentiality, privacy, security, integrity or availability of information within the Services, or that you or the member of your Workforce has violated or may violate this Agreement or our Policies and Procedures, or has jeopardized or may jeopardize the rights of any third party, or that any person is or may be making unauthorized use of the Services with any User ID assigned to you or a member of your Workforce. We may terminate the access of any member of your Authorized Workforce upon termination or change in status of his or her employment with you. Our election to suspend the Services shall not waive or affect our rights to terminate this Agreement as permitted under this Agreement.
- 16.7 Obligations after Termination. Upon termination of this Agreement, you will (i) cease all use of the Services, (ii) pay the outstanding balance of any fees due to us, and (iii) remove all software provided under this Agreement from your computer systems. All provisions of the Agreement which, by their nature, should survive termination shall survive termination, including Sections 1, 3.15, 5, 7, 9.9, 13, 14, 16.7, 17, 18, 19.3, and 21 through 27.

17. **Applicable Law**

The interpretation of this Agreement and the resolution of any disputes arising under this Agreement shall be governed by the laws of the State of California, without regards to its conflicts of laws provisions. If any action or other proceeding is brought on or in connection with this Agreement, the venue of such action shall be exclusively in the City and County of San Francisco, California.

18. Arbitration

- 18.1 EXCEPT FOR CLAIMS BY EITHER PARTY UNDER ANY OF THE SECTIONS OF THIS AGREEMENT LISTED IN SECTION 18.2, ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE BREACH, TERMINATION, ENFORCEMENT, INTERPRETATION OR VALIDITY THEREOF, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE SUBJECT TO FINAL AND BINDING ARBITRATION GOVERNED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§ 1 ET SEQ.). THE ARBITRATION SHALL BE CONDUCTED BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE COMMERCIAL DISPUTE RESOLUTION PROCEDURES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES OF THE AMERICAN ARBITRATION ASSOCIATION (THE "AAA") THEN IN EFFECT, AS MODIFIED BY THIS AGREEMENT, AND WILL BE ADMINISTERED BY THE AAA. JUDGMENT ON THE AWARD MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE EITHER PARTY FROM SEEKING TEMPORARY OR PRELIMINARY INJUNCTIVE RELIEF IN CONNECTION WITH AN ARBITRABLE CONTRVRSY, BUT ONLY UPON THE GROUND THAT THE AWARD TO WHICH THAT PARTY MAY BE ENTITLED MAY BE RENDERED INEFFECTUAL WITHOUT SUCH PROVISIONAL RELIEF.
- 18.2 THIS AGREEMENT TO ARBITRATE SHALL NOT APPLY TO CLAIMS BY ANY PARTY BROUGHT UNDER AND TO ENFORCE ANY ONE OR MORE OF THE FOLLOWING SECTIONS OF THIS AGREEMENT: 2.1; 3.1.2; 3.1.3; 3.2; 3.4.3(c), (d), or (e); 3.8; 3.9; or 16.7.
- 18.3 THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, CLASS MEMBER, OR PRIVATE ATTORNEY GENERAL IN ANY PURPORTED CLASS, REPRESENTATIVE, OR PRIVATE-ATTORNEY-GENERAL PROCEEDING. BY ENTERING INTO THIS AGREEMENT, YOU AND WE ARE EACH WAIVING THE RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIM WITH YOUR CLAIMS OR OUR CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY REPRESENTATIVE, CLASS, OR PRIVATE-ATTORNEY-GENERAL PROCEEDING. THE ARBITRATOR MAY AWARD DECLARATORY OR INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.
- 18.4 Any part of this agreement to arbitrate that shall prove to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision of this agreement to arbitrate, and such other provisions shall remain in full force and effect.

19. Amending Provider Information; Assignability of this Agreement; Assurances

- 19.1 Amending Provider Information. If you are a Provider of Record, you are required to submit to us all information necessary to confirm yourself as the Provider of Record, and maintain the accuracy of such information, in a timely fashion, during the term of this Agreement. You are also required to maintain the accuracy of all information associated with each User ID. We shall be entitled to rely on all information you submit to us, whether pursuant to Section 3.1 or this Section 19.1. In the event that you contact us and assert that you have authority to act on behalf of a Provider or any of its account(s) or data, you hereby agree to submit to us such written certifications, assurances (which may include a written opinion of your counsel identifying us as beneficiaries entitled to rely on such opinion), instruments or judicial process as we, in our sole discretion, may request.
- 19.2 Assignments. This Agreement may be transferred in its entirety by a Provider of Record in connection with the sale, transfer or reorganization of all or substantially all of the practice or business to which this Agreement relates; provided that each of the following conditions are satisfied in full: (a) an authorized representative of the transferor or transferee notifies us in writing of the transfer, the legal name of the transferee, and date of transfer; (b) the transferor or transferee submits to us such written certifications, assurances (which may include a written opinion of your counsel identifying us as beneficiaries entitled to rely on such opinion) or instruments as we, in our sole discretion, may request; and (c) we are satisfied, in our sole discretion, of the validity of the certifications, assurances or instruments submitted pursuant to clause (b). Upon our recognition of a transfer by a Provider of Record, the Administrative Rights and all User accounts of such Provider of Record's Authorized Workforce shall automatically transfer to such Provider of Record's recognized transferee. Except as expressly set forth in this Section 19.2, you may not assign or transfer this Agreement, in whole or in part, without our prior written consent, which may be withheld at our sole discretion. We may freely assign this Agreement in connection with a merger, acquisition, or sale of assets, or by operation of law or otherwise.
- 19.3 Assurances. By requesting or directing us to take any action described in Section 19.1 or Section 19.2 with respect to any Provider or any account(s) or data held by such account(s), you represent and warrant that (i) you have the authority to act on such Provider's behalf or to control such account(s) or data, and (ii) your request or direction is not in furtherance of any purpose or action that would violate any provision of this Agreement, applicable law or the rights of any person or entity. YOU HEREBY WAIVE AND UNCONDITIONALLY RELEASE US, OUR AFFILIATES, AND OUR AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, DEBTS, LIABILITIES, EXPENSES, ACTIONS AND CAUSES OF ACTIONS OF EVERY KIND AND NATURE, WHETHER NOW KNOWN OR UNKNOWN, ARISING OUT OF OR IN CONNECTION WITH ANY ACTION WE

TAKE OR DO NOT TAKE IN RESPONSE TO ANY REQUEST, DIRECTION, INFORMATION, CERTIFICATION, ASSURANCE OR INSTRUMENTS WE RECEIVE FROM YOU IN ACCORDANCE WITH SECTION 19.1 OR SECTION 19.2. ACCORDINGLY, YOU AGREE TO WAIVE THE BENEFIT OF ANY LAW, INCLUDING, TO THE EXTENT APPLICABLE, CALIFORNIA CIVIL CODE § 1542 (OR SIMILAR PROVISIONS OF THE LAWS OF OTHER STATES), WHICH STATES,

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR

You hereby agree to indemnify, defend, and hold harmless us and other users, and our and their respective affiliates, officers, directors, employees and agents, from and against any claim, cost or liability, including reasonable attorneys' fees arising from: (a) any action we take in reliance on any information, certification, assurance or instrument you provide to us, or (b) any action we take that complies with any request or direction you at any time make or made.

20. **Supervening Circumstances**

No Party to this Agreement shall be deemed in violation of this Agreement if it is prevented from performing any of the obligations under this Agreement by reason of: (a) severe weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) acts of legislative, judicial, executive, or administrative authorities; or (g) any other circumstances that are not within its reasonable control.

21. **Severability**

Any provision of this Agreement that shall prove to be invalid, void, or illegal, shall in no way affect, impair, or invalidate any other provision of this Agreement, and such other provisions shall remain in full force and effect.

22. **Notices**

Any and all notices required or permitted under this Agreement shall be sent by United States mail or fax transmission to the address provided below or to such other and different addresses as the Parties may designate in writing. If you supply us with an electronic mail address, we may give notice by email message



addressed to such address; provided that if we receive notice that the email message was not delivered, we will give the notice by United States mail or fax.

To us:

Practice Fusion, Inc.
Attention: Customer Support
420 Taylor Street, San Francisco, CA 94102
San Francisco, CA 94103
Main: 415-346-7700
Fax: 415-356-0950

To you, at the current contact information on file with us at the time notice is given.

23. Waiver

No term of this Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of a breach by the other, whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

24. Complete Understanding; Amendments

This Agreement contains the entire understanding of the Parties, and there are no other written or oral understandings or promises between the Parties with respect to the subject matter of this Agreement other than those contained or referenced in this Agreement.

25. No Third-Party Beneficiaries

Except as expressly provided for in Sections 2.2, 3.15, 14 and 19.3, nothing express or implied in this Agreement is intended to confer, nor shall confer, upon any person or entity other than the parties and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.

26. Electronic Transactions

The Services give you the ability to enter into agreements, authorizations, consents and applications; make referrals; order lab tests; prescribe medications; or engage in others transactions electronically. YOU ACKNOWLEDGE THAT YOUR ELECTRONIC SUBMISSIONS VIA THE SERVICES IN CONNECTION WITH SUCH ACTIVITIES CONSTITUTE YOUR AGREEMENT AND INTENT TO BE BOUND BY SUCH AGREEMENTS AND



TRANSACTIONS, AND APPLIES TO ALL RECORDS RELATING TO SUCH TRANSACTIONS. You represent and warrant that you have the authority to take such actions.

27. Privacy Policy

The Services are provided by us under this Agreement on our website practicefusion.com. Your use of our Services are subject to our [Privacy Policy](#). By using the Services, you are consenting to the terms of the Privacy Policy and acknowledged that you have reviewed our Privacy Policy.