

ACQUIS HEALTH USER AGREEMENT

This Healthcare Provider User Agreement only applies to users of Acquis Health Services for Electronic Health Record, Practice Management and related cloud services (collectively referred to as the Services)

THIS IS A LEGALLY BINDING AGREEMENT between, Acquis Health, also referred to in this Agreement as (“Acquis Health,” “we,” “us” or “our”), a division of Acquis BI Technology and you. BY CLICKING “I AGREE,” OR BY OTHERWISE SIGNING-UP 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 each individually referred to in this Agreement as a “Party,” and collectively referred to as the “Parties.”

These terms of use or user agreement (as amended from time to time, the “Terms” or the “Agreement”) together with any supplemental rules and regulations, such as the [Privacy Policy](#), govern your access to and use of the Services available on the Acquis Health web-services from Acquis Health.

Your access to the Services and use of our Services is subject to your acceptance of and compliance with the terms of this Agreement. By accessing the Services or using our services you agree to accept and be bound by the current version of these Terms. In case you do not agree to the current version of these Terms, you are not authorized to continue accessing the Services or using our Services. For Definitions herein please refer to Section 28.

1. Privacy Policy

The Services are provided by us under this Agreement on our website www.acquisbi.com. Your use of our Services is 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](#).

2. Grant of Right and Restrictions to Use the Services

Acquis Health reserve the right to modify this agreement in whole or part and in particular modify restrictions and use.

2.1. RESTRICTIONS ON USE.

2.1.1. In order to safeguard the confidentiality, integrity and availability of the information and 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:

- a) 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
- b) 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.
- c) Use the Services for shared use, rental or for other unintended use.
- d) Use the Service to breach the confidentiality of others individuals or users or share data with users in any way undefined within the terms of this agreement.
- e) Use the Service to store prohibited content or to transmit illegal, obscene, threatening, libelous, harassing, or offensive messages, or otherwise unlawful material.
- f) Use the content in the Service whether it be Your Information or not in any manner which is prohibited under governing law within the jurisdiction or contrary to the Purpose of the Service.
- g) Make the Services, in whole or in part, available to any other person, entity or business.
- h) Attempt to lock, ransom, or brute force or otherwise breach or interfere with the security of the Services.
- i) Use information accessed via the Services for any purpose not defined in the Terms or the Privacy Policy.
- j) 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; (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.
- k) Circumvent any technical measures we have put in place to safeguard the Services or the confidentiality, integrity or accessibility of any information stores within the Services, 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 3.1.4.
- l) Use any ad blocking mechanism, device, or tool to prevent the placement of advertisements in the Services.
- m) Access any portion of the Services other than with a commercial browser (such as Microsoft Edge, Mozilla Firefox or Google Chrome).

2.2. TRIAL PERIOD

2.2.1. Trial Users. If you are a new user of the Services, we grant you a non-exclusive, personal, non-transferable limited right to access and use the Services on a limited basis and a non-exclusive, personal, non-transferable, limited right to use any computer software or data furnished by us for access to or use of or in connection with the Services for the purpose of evaluating the Services for your internal business purposes during the New User

Trial Period (such use, the "Trial Use"), subject to your full compliance with the terms and conditions of this Agreement and with our Policies and Procedures, 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 2.1.1 to sign-in and make Trial Use of the functionality of the Services. You acknowledge that the Services provided to you for Trial Use under this Section 2.1.1 are only a limited subset of the Services that are made available by us and may not contain all of the Services that are described in this Agreement nor are made available to users who have paid for a Subscription to the Services.

2.2.2. Notwithstanding the applicable provisions of Section 16, you also 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 your access and use of the Services will immediately cease at the end of your Trial Period, unless and until you complete the ordering process for the Subscription to the Services, in which case your right to use the Services for your Trial Use will immediately convert to a Subscription to the Services.

YOUR INFORMATION THAT YOU ENTER INTO THE SERVICES DURING YOUR TRIAL USE, AND ANY CONFIGURATIONS OR CUSTOMIZATIONS MADE TO YOUR ACCOUNT BY OR FOR YOU, DURING YOUR TRIAL PERIOD MAY BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SERVICES OR REMOVE YOUR INFORMATION BEFORE THE END OF THE NEW USER TRIAL PERIOD.

2.2.3. Existing Users Trial Use. If you have an account for our Services ("Existing User"), we grant you a non-exclusive, personal, non-transferable limited right to access and use the Services on a limited basis and a non-exclusive, personal, non-transferable, limited right to use any computer software or data furnished by us for access to or use of or in connection with the Services for your Trial Use during the Existing User Trial Period, subject to your full compliance with the terms and conditions sets forth in this Agreement and with our Policies and Procedures, 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 2.2.3 to sign-in and make Trial Use of the functionality of the Services. You acknowledge that the Services provided to you for Trial Use under this Section 2.2.3 are only a limited subset of the Services that are made available by us and may not contain all of the Services described in this Agreement nor that are made available to users who have paid for a Subscription to the Services. Notwithstanding the applicable provisions of Section 16, you also 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 at the end of the trial term your right to use the Services will immediately convert into a Subscription to the Services.

2.2.4. Third Party Services. The Services include certain third-party software, services, data or applications that may require that you enter into separate agreements with third parties. We may also make available optional services, either directly or through integrations with the 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 or acknowledgments that may be required for the use of such software or services, and hereby agree 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. Additionally, 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, including those third-party terms set forth in their Terms of Use.

3. Access to the Services

3.1. ACCESS RIGHTS OF PROVIDERS AND THEIR AUTHORIZED WORKFORCE.

3.1.1. We offer the Services to Providers and individual 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 on behalf of a Provider must furnish, among other things, that Provider's full legal name and "Doing Business As" (DBA) business name(s) as part of the sign-up process. The Provider in whose name the account is established as the owner of all User accounts associated with such Provider, and we call this Provider the "Provider." The Provider may be changed in accordance with Section 19.1. & 19.2 (Amending Provider Information / Assignment)

3.1.2. The Provider is a party to this Agreement for all purposes and shall be subject to all of the provisions that are applicable to the person addressed as "you" in this Agreement. Although a member of a Provider'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's behalf, only the Provider is entitled to any of the rights, remedies or benefits under this Agreement and control over the Administrative Rights. The Provider is likewise subject to, and we may enforce against it, all of the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations, warranties, waivers and releases included in this Agreement. The Provider may delegate Administrative Rights to one or more members of the Provider's Authorized Workforce, but the Provider remains responsible for all activity occurring thereunder.

- a) A Provider or HCP that has failed to complete the registration information sufficient to establish itself as the Provider may not be able to access all of the Services. In addition, until such HCP completes such registration information, such HCP agrees and acknowledges that it is subject to, and we may enforce against it, all of the covenants, obligations, restrictions, limitations, acknowledgements, Consents, representations, warranties, waivers and releases set forth in this Agreement that are applicable to the person addressed as "you" in this Agreement, and such HCP 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 HCP 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 HCP shall have the right to enforce).
- b) Once a HPC's registration has been submitted sufficient to establish its status as the Provider, this provision shall cease to apply.

3.1.3. An authorized representative of a Provider or HCP may obtain an account on behalf of such Provider or HCP, and may have administrative privileges on the account. We call the person(s) authorized to act on behalf of a Provider or HCP the "Authorized Representative(s)" of such Provider or HCP. The Provider or HCP 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.

3.1.4. If you are a member of a Provider's "Authorized Workforce", who has authorized you to access the Services on its behalf by authorizing a Credential for you to access and use the Service, then you are authorized under this Agreement and said credentials to access and use the Services solely on behalf and at the direction of such Provider. By accessing the

Service you agree to authorize the disclosure any content related to, or otherwise generated by your use of the Services, including secure messages to such Provider. You agree that we may enforce against you and that you are subject to, 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 "3.1.4 to sign in and use the functionality of the Services solely on behalf and direction of such Provider.

Regardless of the applicable terms and provisions of Section 16 (Term; Modification; Suspension; Termination) you agree 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.

3.2. VERIFICATION.

3.2.1. You agree that your use of the Services, or certain features or functionality of the Services, may be subject to verification by us of your identity and credentials as a HCP, 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 (Term; Modification; Suspension; Termination), 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 identity, qualifications or credentials.

3.3. PERMITTED USES.

3.3.1. Subject to the terms of this Agreement, and the Privacy Policy you may use Your Health Information for any purpose expressly permitted by applicable law, including treatment, payment and health care operations.

3.3.2. If you are granted access rights to another user of the Services' Protected Health Information or another component of the Services, you may use such information for treatment, record management, and for payment for Your services provided that, except as expressly authorized (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.

3.3.3. You will not use the Services for any purposes other than those described in Section 3.3.1 or Section 3.3.2. In particular, you will not use the Service in any manner defined in section 2.1.1 (Restrictions on Use)

3.4. CLINICAL SUPPORT INFORMATION

3.4.1. Some of our Services provide information to assist you in clinical decision-making, clinical standards codes or related information. This may include clinical or other information, messages, notifications and reminders concerning drug interactions, allergies, dosages, as well as general health-care related information and resources. We may also provide forums or collaboration tools 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 a HCP's professional judgment. Information may be placed in the Services by us and by third parties beyond our control, including by funding sources of such information, standards based electronic catalogue and other services. 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.

3.5. SECURITY.

3.5.1. The Service comprised a range of security features, processes, and alerts. That withstanding, you will implement and maintain appropriate administrative, physical and technical security measures to protect information within the Services. Such safeguards shall comply with national, state, and local requirements, including the HIPPA and GDPR Privacy Rule and the Security Rule, whether or not you are otherwise subject to these jurisdictions. 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.

3.5.2. You will implement and maintain appropriate administrative, physical and technical security measures to protect information within the Services. Such safeguards shall comply with national, state, and local requirements, including the HIPPA and GDPR Privacy Rule and the Security Rule, whether or not you are otherwise subject to these jurisdictions. You will maintain appropriate security with regard to all personnel, administrative processes, and Your Implementation referenced in Section 10 including your systems, hardware, devices and software and services outside the scope of the Services which you elect to use to access the Services, including internet services, modems and devices, and appropriate antivirus and anti-malware security from reputable sources.

3.5.3. 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 actions to mitigate the breach, suspected breach, or suspected 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.

3.5.4. You will ensure that we have a current email address at all times for security notifications. You will immediately upon notification of any suspected intrusion, follow instructions and or change your password. You will receive notifications if your password is changed, these notifications enable you to confirm if you did not change your password. You will contact the Help Desk immediately.

3.6. USER IDENTIFICATION

3.6.1. We authorize you and your Authorized Workforce to use the Credentials uniquely assigned to, or selected by, each such individual User. You acquire no ownership rights in any such Credentials, and such Credentials may be revoked, reset or changed at any time in the discretion of us or the Provider. You will adopt and maintain reasonable and appropriate security precautions for your Credentials 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 or no other user or non-user uses Credentials assigned to another Workforce member or authorized user.

3.7. NO THIRD-PARTY ACCESS.

3.7.1. 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 3.1.4

Authorized Workforce) 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 Microsoft Edge, Mozilla Firefox or Google 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 Credentials or requests that you obtain Credentials in order to access to the Services in a manner that would violate this Agreement if you engaged in such activity.

3.8. AUTHORIZED WORKFORCE

3.8.1. You may permit your Authorized Workforce to use the Services on your behalf, subject to the terms of this Agreement. In so doing you agree to:

- a) Require each member of your Authorized Workforce to have unique Credentials, and will provide the legal name(s) of each such member for which you are seeking Credentials.
- b) Train all members of your Authorized Workforce in the requirements of this Agreement and the Privacy Policies and Rules relating to their access to and use of the Services, and ensure that they comply with such requirements.
- c) Take appropriate disciplinary action against any member of your Workforce who violates the terms of this Agreement or the Privacy Policies and Rules.
- d) Ensure that only the person to whom a specific set of Credentials have been assigned accesses the Services with such Credentials.
- e) 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.

3.9. PERSONAL HEALTH RECORD.

3.9.1. 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 responsible for granting Patient Portal access privileges to your patients, either on an individual basis or for your entire patient population. You are solely responsible for the information that you make available through a Patient Portal. Health information included in Patient Portals will be held and administered by us on your behalf subject to the terms of this Agreement and our business associate obligations stated in Section 9. Business Associate Provisions

3.10. FORUMS.

3.10.1. In addition to our Service Support Desk we may offer public forums for the exchange of information among our users and the public. 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 is available to the public, and may result in your receiving communications from others outside of our site. You are responsible for safeguarding the privacy of your 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 and to comply again with the Privacy Policy rules.

3.11.COMPLIANCE & PROFESSIONAL RESPONSIBILITY

3.11.1.You are solely responsible for ensuring that your use of the Services complies with applicable law, including laws relating to the maintenance of the 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 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. You acknowledge that we may share Your Information with third parties if we in good faith that disclosure of Your Information is necessary to:

- a) Comply with a court order, warrant or other legal process
- b) Protect the rights, property or safety of Acquis Health or others, (iii) investigate or enforce suspected breaches of this Agreement, or
- c) Allow our third-party partners to comply with their obligations under federal or state law.

3.11.2.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.

3.12.INDEMNIFICATION.

3.12.1.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 attorneys' fees, arising out of or relating to:

- a) The use of the Services by you or your Workforce or your Authorized users.
- 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 Credentials assigned to you or a member of your Workforce.
- d) The actions of anyone using Credentials assigned to you or any member of your Workforce that adversely affects the Services or any information accessed through the Services.
- e) Your negligent or willful misconduct, or that of any member of your Workforce. Your indemnifications obligations in this Agreement (including this Section 3.12) 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.

3.13.COOPERATION.

3.13.1.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.

4. Use of Information

4.1. PURPOSE OF SERVICES.

4.1.1. The purpose of the Services is to store Your Health Information and to make it available to you and your Authorized Workforce for any legal purpose, including treatment, payment and health care operations and to facilitate the sharing of individuals' health information among users and other parties with whom you or your Authorized Workforce members elect to share such information.

4.1.2. The purpose may extend within the terms of the Agreement to make health information available to your patients through the Patient Portal. You may make Your Health Information accessible to other users of the Services, other individuals and entities, or to your patients through the Services for these purposes. You authorize us, as your business associate, to use and disclose Your Information as follows:

- a) We will permit 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.
- b) We will permit access to Your Health Information to your patients to whom you have enabled to receive access through our Patient Portal.
- c) We will permit access to Your Information by HCP's, covered entities 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. We will obtain your Consent before we make Your Health Information available to other providers, covered entities and their respective business associates. You acknowledge that once we have granted access rights to another provider or covered entity (or their respective business associates), we have no control over the uses and disclosures that such person or entity makes of Your Health Information, and the recipient may be subject to its own legal or regulatory obligations (including HIPAA, GDPR) to retain such information and make such information available to patients, governmental authorities and others as required by applicable law or regulation.
- d) disclose or permit access to Your Information to entities such as, but not limited 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 (or confirming eligibility or authorization for) payment for services you provide, unless you advise us in writing that, with respect to a specific service provided to a specified patient, such 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.
- e) Anonymize Your Information, and use and disclose Anonymized Information for any purpose whatsoever, including as provided by Section 5 HCP data to Payers and Others and Section 7.2. Anonymized Information
- f) 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.
- g) Use Your 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 or for any of the purposes described in our [Privacy Policy](#). Preparation of such analyses and reports may include the use of data aggregation services relating to your treatment and health care operations, which we may perform using Your Health Information. 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.

- h) Use Your Information for the proper management and administration of the Services and our business, and to carry out our legal responsibilities, which may include us disclosing such information to one of our business associates that has entered into a business associate agreement in accordance with Section 9.1.4 Your Subcontractors. We may also disclose Your 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 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.
- i) 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:
 - i. For treatment and health care operations messages, including sending appointment notifications (such as appointment requests, confirmations, reminders, cancellations and the like) and messages about currently prescribed medications (including refill reminders), or post-visit treatment satisfaction surveys, invitations and administrative messages concerning Patient Portal access, and the like;
 - ii. With your Consent, to request an 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 and research purposes. You agree that we may also use and disclose your patients' health information as permitted by any such authorization.
 - iii. To provide information about health-related products or services that you provide, or that we provide on your behalf as your business associate.

4.1.3. From time to time we may incorporate information we receive from your authorized service providers (including Third-Party Applications as discussed in Section 11.2), our third party partners, or covered entities (and their business associates) who are providing or paying for medical services for one or more of your patients, into the Services we provide to you. Such information may include, without limitation, clinical information such as lab results, imaging results, eligibility information, prior authorizations 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.

4.1.4. We may use or disclose Your Health Information for other purposes, as from time to time described in our Privacy Policy; 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.

4.1.5. We may use Your Information to provide you with notifications regarding Your patients' potential eligibility for certain programs, including research, clinical trials, savings programs, coupons, sampling, educational, safety, adherence or treatment support

materials or other programs which you may choose to share with your patients ("Patient Support Programs") as well as to administer the Support and Assessment Resources more fully described in Section 6. These notifications and materials are not a substitute for your professional medical judgment pertaining to the appropriateness of any such program for a given patient and you should discuss any such programs or materials with your patients directly. We may receive remuneration in connection with presenting you with these Patient Support Programs or Support and Assessment Resources. In connection with offering or operating such Patient Support Programs or Support and Assessment Resources, we may share personally identifiable information about you for the purposes of program administration, and for assessing program eligibility, effectiveness or performance. We will only share such information with partners who are subject to confidentiality obligations. Additionally, we may disclose Personal Information about you to administrators of the Patient Support Programs or Support and Assessment Resources for recordkeeping, corporate integrity or regulatory reporting purposes.

4.2. RESPONSIBILITY FOR MISUSE BY OTHER USERS.

4.2.1. You acknowledge that in granting access to the Services for the purposes set forth in Section 4.1, above, we will rely on the assurances of the recipients of the information as to:

- a) Their identity and credentials, the purposes for which they are accessing the system.
- b) The nature and extent of the information to which they will have access. You acknowledge that, while the Services will contain certain technical security features against misuse of the Services, it will rely to a substantial extent on the representations and undertakings of users of the Services.
- c) 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 Privacy Policy.

4.3. SPECIALLY PROTECTED INFORMATION.

4.3.1. 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 Policy and Rule and applicable law, including those laws that may be more restrictive than the Privacy Rule. In particular, you will:

- a) 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).
- b) 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.
- c) include such statements (if any) in your notice of privacy practices as may be required in connection with your use of the Services; and
- d) Not place in the Services any information that you know or have reason to believe is false or materially inaccurate.

4.4. UNIFIED COLLABORATION TOOLS

4.4.1. Your online health record for any patient you designate will be accessible to any other

user of the Services or any third party whom you approve by your Consent. 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 record or part thereof that you share. You or your Workforce should not share patient information that violates any applicable laws. 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 Collaboration Services request.

4.5. PROVIDER DIRECTORIES.

4.5.1. We may include your Directory Information (defined below) in our (a) "HCP Directories,"; 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, 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.

4.5.2. Our Provider Directory may be 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. 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), National Provider Identifiers (or NPI), and the Provider's available appointment slots, as each is indicated from information a Provider has inputted or imported into the Services.

4.5.3. 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.

4.6. CARE COORDINATION AND CLINICAL DATA EXCHANGE.

4.6.1. We will enable Clinical Data Exchange between You and your business associate(s) or those covered entities (and their respective business associates), including health systems, Accountable Care Organizations, and payers, who desire to transmit such data to you with respect to patients they have a treatment or payment relationship or with whom you have Consented to provide such data (all third parties collectively referred herein as "Transmission Partner"). While such transmission integrations are in effect, such Transmission Partner may send and receive clinical data to and from your account on a routine and recurring basis. You may disable an integration with any Transmission Partner by contacting us through one of the methods described at www.practicefusion.com/help/, but any clinical data already received by such Transmission Partner will remain in its possession, subject to the terms of your independent agreements with such Transmission Partner, if any. You are solely responsible for ensuring that You have all necessary consents from Your patients applicable to the sharing of any of Your Health Information under applicable law with respect to each Transmission Partner with whom you have Consented to share any information under this Section 4.6.

5. Providing Physician Data to Payers and Others

5.1. PROVIDING PHYSICIAN DATA

5.1.1. Without limiting the provisions of Section 7.2, (Anonymized Information) you agree that we may provide Anonymized 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. Support and Assessment Resources; Advertising

6.1.1. We may also present to you, through the Services or through the use of Your Information, the opportunity to utilize or engage in clinical decision support or assessment resources or informational programs ("Support and Assessment Resources," which may also include, for the avoidance of doubt, Patient Support Programs previously described in Section 4.1.5.

6.1.2. We may also place advertisements concerning the products and services of third parties throughout the Services, so that you see them when you use the Services. Such Support or Assessment Resources or advertisements may be funded or sponsored by third parties, and may include branded or unbranded content about medical information and resources. They may also include opportunities to participate in informational surveys or studies, or to discuss with your patients potential clinical trials or other research programs. We may receive remuneration from the funding sources or sponsors for placing their presenting you with Support and Assessment Resources or displaying their advertisements. In connection with offering or operating such Support and Assessment Resources or delivering advertising, we may share personally identifiable information about you for the purposes of assessing program eligibility, effectiveness or performance with partners who are subject to confidentiality obligations.

6.1.3. Additionally, if you choose to engage or utilize one of the Support and Assessment Resources, you may be asked to provide personal information that may be used to supplement Your Information as well as information gathered as part of the program itself (e.g., responses to surveys). This information will be used to provide the content or services described in the Support and Assessment Resources or provide you with any gift or honoraria associated with the program. If you receive remuneration for participating in a sponsored survey, for example, we may be required to provide the funding source or sponsor with information about you for its recordkeeping, regulatory reporting or measurement purposes.

7. Intellectual Property Rights

7.1. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION.

7.1.1. 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. ANONYMIZED INFORMATION.

7.2.1. In consideration of our provision of the Services, you hereby transfer and assign to us all right, title and interest in and to all Anonymized Information that we make from Your Information pursuant to Section 4.1.2. You agree that we may use, disclose, market, license and sell such Anonymized 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 7.2 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.

7.3.1. Your Information that has been Anonymized; you hereby grant to us a nonexclusive, royalty-free, fully paid-up, perpetual, irrevocable, worldwide and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, and display any information, material or work product on the Services. You agree that we may use, disclose, market, license, and sell such information and works, including derivative products, without restriction. Furthermore, you agree that we may use, disclose, market, license and sell such material or content, and that you have no interest 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 as Per the Agreement

9.1. BUSINESS ASSOCIATE ACCESS TO YOUR HEALTH INFORMATION

9.1.1. In accordance with this Agreement, we will not use or disclose such information except as permitted or required by this Agreement or as required by law.

9.1.2. We will use appropriate security and safeguards consistent with the requirements of the GDPR and HIPAA with respect to Your Health Information to prevent the use or disclosure of such information in a manner inconsistent with the provisions of this Agreement.

9.1.3. We will report to you any use or disclosure of Your Health Information not provided for by this Agreement of which we become aware, including breaches of Your Health Information that meet the definition under GDPR, DPA or HIPAA in each case as and any security incident.

9.1.4. We will ensure that any subcontractors that create, receive, maintain or transmit Your 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).

9.1.5. We will make your Your Health Information in furtherance of your obligations under the Privacy Policy and HIPAA Privacy Rule as applicable.

9.1.6. We will make Your Health Information available to you in furtherance of your obligations to amend and incorporate any amendments to such information in accordance with the Privacy Policy.

9.1.7. We will maintain and make available Your Health Information to provide an accounting of disclosures in accordance with the Privacy Policy.

9.1.8. We will comply with the requirements of the with the Privacy Policy that apply to you in the performance of such obligations.

9.1.9. We will 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 Dept. of Health, DPO or such Secretary of HHS for purposes of

determining your compliance with the Privacy Rule and applicable law if requested to do so.

9.1.10. We will provide the Provider 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 (whether for technical, legal, regulatory or operational reasons), 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 or other providers) 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 agree and acknowledge that you will be required to 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 Services

11.1. ACCESS TO THIRD PARTY SERVICES

11.1.1. We may also present to you, through the Services (including via emails, displays or advertisements) or through the use of Your Information, the opportunity to learn about, access, integrate with, or otherwise use services operated by third parties (each a "Third-Party Service"). If you choose to sign-up for or utilize a Third-Party Service, that Third-Party Service may be able to access Your Information. Additionally, we may allow you to access the Third-Party Services, or integrate the Services you receive from us with such Third-Party Services using your Credentials that allow you to receive services or information from such Third-Party Services. Although we may receive remuneration from the operators or sponsors of these Third-Party Services, we do not endorse any Third-Party Services and you are responsible for evaluating any Third-Party Services prior to signing-up for, accessing, or integrating them (including any information) with the Services you receive from us.

11.2. INDEMNITY FROM THIRD PARTY SERVICES

11.2.1. We are not responsible for the quality or efficacy of any Third-Party Services, or their information privacy or security practices, and we have no responsibility for the information, goods or services offered or provided by the operators of such Third-Party Services, or for the manner in which they conduct their operations. Your use of Third-Party Services and the materials, information, 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, if any. You should assume that any Internet page or other material that does not bear the official Acquis Health logo is provided by a third party. You should review the applicable terms of any agreement, terms use and privacy policies of any Third-Party Services, since they are subject only to the agreements you have with the operators of such Third-Party Services, and not covered by this Agreement. Further, the Third-Party Services may use Your Information in a way that we would not. You further acknowledge that your use of any Third-Party Services is on an "as-is" basis. Please see our [Privacy Policy](#) for further

information regarding Third-Party Services.

12. Fees and Charges

12.1.SERVICE FEES

1. You will not pay us any service fee for the use of our Services during the Trial Period, however you will be bound by the terms of the Agreement during that Trial Period. After the Trial Period, we will charge you a subscription fee (the "Service Fee") for certain Services as set forth in one or more addenda to this Agreement. You also agree to pay, at our then current rates, for all goods, services, or features that you utilize, or otherwise 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 or during the ordering process for a Service, and we will notify you of the applicable Miscellaneous Charges before performing services or enabling features to which a Miscellaneous Charge will apply. We reserve the right to change the Service Fee and Miscellaneous Charges, or to add new fees or charges. In that event, we will give you notice in advance of any such changes, and an opportunity to cancel. Current fees and charges may be obtained by contacting us through one of the methods available on our website www.acquisbi.com or www.acquishealth.comContact Us.

12.2.PAYMENT

- 12.2.1. The Service Fees and any Miscellaneous Charges shall be paid in accordance with the addendum for the applicable Service or if not set forth in an addendum, monthly within twenty (20) days of the date of invoice at the address set forth in the invoice, or such other address as may be set forth in our addendums.

12.3.LATE CHARGES

- 12.3.1. 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 (1.5%) 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

- 12.4.1.All charges and fees shall be identified exclusive of all applicable state regional, 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. The amount we charge you for a Service may include certain taxes or charges applicable thereto your purchase. If any tax or charge applicable is not charged by us, you acknowledge that you are solely responsible for paying such tax or other charge.

12.5.OTHER CHARGES

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

12.6. PAYMENT INFORMATION; METHOD OF PAYMENT

12.6.1. By providing payment information to us, you hereby represent and warrant that you are authorized to use the payment method you provide, that such information is accurate, and that we are authorized to charge you for the applicable Services using the established payment method and the information you provided. You are solely responsible for notifying us of any changes to your payment information.

13. Confidential Information

13.1. OUR CONFIDENTIAL INFORMATION

13.1.1. You may not disclose our Confidential Information to any other person, and you may not use any Confidential Information except for the purposes described in 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.

13.1.2. 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.

13.1.3. 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.

13.1.4. 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.

14.1.1.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.

14.2.1.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 DISCLAIM 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, LIMITED OR INTERMITTENT ACCESS 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

14.3.1.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

14.4.1. 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 IN THE SERVICES RESULTING FROM ANY USER'S ACTIONS OR FAILURES TO ACT.

14.5.UNAUTHORIZED ACCESS; LOST OR CORRUPT DATA

14.5.1.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. 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.

14.6.1.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 ONE (1) MONTH PERIOD PRECEDING THE EVENT FIRST GIVING RISE TO THE CLAIM.

14.6.2.THE SERVICES PROVIDED ARE NOT PROVIDED AS 24-7-365 SERVICES AND DO NOT PRUPORT TO PROVIDE MISSION CRITICAL SERVICES. FROM TIME TO TIME THE SERVICES WILL BE INACCESSIBLE FOR MAINTENANCE AND ANY EVENT THAT MAY REQUIRE IMMEDIATE ACTION AS A SECURITY REQUIREMENT. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, YOU ACKNOWLEDGE AND WE DISCLAIM ANY AND ALL LIABILITY FOR LOSS OF SERVICE RESULTING THESE CONDITIONS DEFINED IN THIS SECTION 14.6.2

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

16.1.1. 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 (Terms Termination).

16.2.TERMINATION UPON NOTICE

16.2.1. Notwithstanding Section 16.1, we or you may terminate this Agreement at any time without cause upon thirty (30) days' prior written notice to the other Party. Notwithstanding anything to the contrary and for purposes of clarity, termination of this Agreement will automatically terminate all addenda to this Agreement.

16.3.MODIFICATION.

16.3.1.We may update or change the Services or the terms set forth in this Agreement from time to time. Accordingly, we 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.

16.4.1. 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.

16.5.1. 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.
- (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.

16.6.1. We may suspend access to the Services, in whole or in part, by you or any member of your Workforce immediately pending your cure of any breach of this Agreement (including the failure to pay any Service Fee or Miscellaneous Charges when due), or in the event we determine in our sole discretion that access to or use of all or a portion 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 Privacy Policies and or 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 Credentials 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 all or a portion of 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. All provisions of the Agreement which, by their nature, should survive termination shall survive termination, including Sections 3.1, 5, 7, 9.10, 11.2, 12, 13, 14, 15, 16.7, 17, 18, 19.3, and 20 through 28.

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 Ireland within the EU and the Laws of California within the USA, without regards to its conflicts of law's provisions. If any action or other proceeding is brought on or in connection with this Agreement, the venue of such action shall be exclusively chosen by Acquis Health.

18. Arbitration

18.1.1. 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 NATIONAL ARBITRATION ACT. 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 IRISH ARBITRATION ASSOCIATION THEN IN EFFECT, AS MODIFIED BY THIS AGREEMENT, AND WILL BE ADMINISTERED BY THE ASSOCIATION. 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.

18.1.2. 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: 28; 2.2; 2.1.;or, TO THE EXTENT APPLICABLE TO THE FOREGOING SECTIONS, 16.7.

18.1.3. 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.

18.1.4. 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

19.1.1. If you are the Provider, you are required to submit to us all information necessary to confirm yourself as the Provider, 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 Credential. We shall be entitled to rely on all information you submit to us under this Agreement, including pursuant to Section 3.1 Access Rights 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 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

19.3.1. 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.

19.3.2. 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
- (b) any action we take that complies with any request or direction you at any time make or made.

20. Supervening Circumstances

20.1.1. 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; Severe weather and storms; earthquakes or other natural occurrences; strikes or other labor unrest; power failures, nuclear or other civil or military emergencies; acts of legislative, judicial, executive, or administrative authorities; 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 National postal service 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 National mail.

To us at: Acquis BI Technology; Acquis Health Division

Attention: AH Provider Services

Roselawn House, National Technology Business Park, Plassey, Limerick, Ireland

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

23. Waiver

23.1. WAIVER AND BREACH

23.1.1. 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 1.2, 2.1, 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

ACKNOWLEDGMENT THEREOF AND 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 www.acquisbi.com. Your use of our Services is 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.

28. Definitions

For the purposes of this entire Agreement, the terms set forth in this Section 28 have the meanings assigned to them below.

"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, as well as the rights to integrate, connect, or otherwise share Your Information with, or receive Protected Health Information from, third parties through the Services.

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

"Anonymized Information" means Anonymized Health Information and Anonymized Personal Information.

"Anonymized Personal Information" means Personal Information from which all identifiers that could reasonably be anticipated to identify an individual by an anticipated recipient - such as individual's name, contact information, or government identifiers - have been removed.

"Anonymize" means (i) with respect to Personal Information, to make such information into anonymous Personal Information, and (ii) with respect to health information, means to make such health information into anonymous Health Information.

"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.

"Business Associate" is a person or entity that performs certain functions that involve the use or disclosure of Protected Health Information (PHI) (e.g., IT provider). Acquis Health, and its constituents are considered a Business Associate by definition. Business associates can also be from legal, actuarial, consulting, data aggregation, management, administrative, claim processor, quality assurance, accreditation, and/or financial organizations.

"Clinical Data Exchange" means the exchange, with your Consent, of Protected Health Information (PHI)(and Your Personal Information as necessary) between You and covered entities (and their business associates) for any permitted purpose, including, to the extent applicable, care coordination, performance or quality measurement programs, and risk adjustment, and other treatment, payment or health care operations purposes.

"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," "opt-in," "agree" or toggling or selecting an action through a settings or activation page located within the Service, and the like). Such Consent may apply to an individual case or situation, or may apply globally or programmatically based on variables that apply to an overall situation or circumstance (whether through a settings or preference page, a global "opt-in" or otherwise).

"Covered Entity" means a healthcare provider (HCP), health plan or healthcare clearing house that electronically transmits PHI through the Service

"Credentials" means any unique identifier, password, token, credential, any combination thereof, or other means we may utilize from time to time for authorizing access to all, or any portion of, the Services.

"Health Care Provider" (HPC) is a covered entity or persons medically qualified by the State who provides health or medical services and or any other natural person or organization who are authorized members of the HPC team. Some HCP are also "Providers" as defined in Section 3.1.1 and below, entities and persons who purchase the Subscription to the Service. Other HCP's are external partners and users who are provided access to the Providers subscription Service for approved collaboration and health management purposes.

"Individual, or Data subject" means the natural person who is the subject of protected health information.

"Personal Information" means information that includes an individual's name, contact information, government identifiers, or includes identifiers that could reasonably be anticipated to identify an individual personally by an anticipated recipient.

"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.

"Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information under GDPR and HIPPA.

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

"Provider" is a "health care provider" in generic definition but is additionally the "Provider of Record" as defined 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.

"Subscription" means the paid subscription to the Services as further described in the Subscription Terms.

"Subscription Terms" means the addendum to this Agreement that sets forth the terms and conditions of your Subscription to the Services.

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

"Trial Period" means the New User Trial Period and/or the Existing User Trial Period, as applicable.

"Trial Users" are new users of the Services, to whom we grant a non-exclusive, personal, non-transferable limited right to access and use the Services on a limited basis with limited subset of the Services.

"User" (capitalized) means a natural person who has been authorized, pursuant to this Agreement, to access the Services on your behalf;

"user" (un-capitalized) shall mean any other user or collective users of the Services.

"User Trial Period" means a period of 10 days (or other duration as determined by us at our sole discretion)

"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 (PHI) that you or your Workforce input or upload onto the Services, or that we receive on your behalf from your patients, authorized service providers, or our third party partners pursuant to this Agreement (including Section 4.1.10). = covered entities insurance co, labs etc

"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 the terms and conditions set forth in this Agreement. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.