



TERMS OF SERVICE ALLSCRIPTS® PRONET

Network Technical Services

1. Introduction	2
2. About ProNET	2
3. Standard services	3
4. Decision One	3
5. Client responsibilities	3
6. Business hours and after-hours support	4
7. Replacement equipment	4
8. Confidential information	5
9. Password waiver	5
10. Revisions	5
11. Indemnification	5
12. Disclaimer	5
13. Limitation of liability	6
14. Cancellation	6

1. INTRODUCTION

Allscripts NTS team (Network Technical Services) is pleased to provide Allscripts® ProNET service. Your contract or order acknowledgment will include the name of the service and available add-ons that you purchased. This Terms of Service (ToS) agreement commences on the date you purchased the contract and continues through the duration of the term.

2. ABOUT PRONET

ProNET provides network services for network infrastructure equipment including firewalls, wireless access points, and switches purchased through Allscripts. Certified professional Network Engineers remotely provide services for said equipment. Broadly speaking, the services fall into three categories:

- **Technical support**, including “best-effort” troubleshooting and reasonable efforts to resolve connectivity problems and performance issues.
- **Configuration management**, including VPNs, alerts, access rules, opening or closing ports, permitting authorized users/traffic, and restricting unauthorized users/traffic.
- **How-to advice**, including remote connectivity instructions, recommendation of best practices, and general consultation.

The hardware bundles are sized based on the number of users per office:

- **ProNET Basic**: 100 users max per office
- **ProNET Plus**: 200 users max per office

3. STANDARD SERVICES

The following standard services are provided to all ProNET clients.

Firewall	WiFi	Switch
Proactive alerts	Proactive alerts	Proactive alerts
Troubleshooting	Troubleshooting	Troubleshooting
Configuration management	Configuration management	Configuration management
Reports (upon request)	Reports (upon request)	Reports (upon request)
VPN's (site-to-site and SSL)	Firmware upgrades	Firmware upgrades
ISP intervention & cutovers	Lock down WiFi for authorized users only	Monitor and isolate VLANs
Firmware upgrades	Usage statistics	Usage statistics
Block unauthorized traffic		
Content filtering		
Geo IP filtering		
Optional failover/redundancy		

4. DECISION ONE

Allscripts utilizes a separate 3rd party company called Decision One for equipment installation and onsite support. Decision One is an independent provider of IT infrastructure services with Field Engineers stationed around the country ready to dispatch to customer offices.

Decision One handles the following:

- Installing new equipment
- Replacing failed equipment
- Troubleshooting problems that cannot be fixed remotely

Decision One strives to attend to customers' needs in a timely manner. The service and outcome provided by Decision One Field Engineers is solely that of Decision One and completely separate from Allscripts.

5. CLIENT RESPONSIBILITIES

Authority to grant access: the client represents that they grant Allscripts permission to access the client's environment for the purpose of providing services outlined in this ToS.

Unresolvable situations: the client may request that Allscripts work jointly with the client's 3rd party IT, Internet Provider, or business associate. The client accepts that in situations where no resolution is available from the client's 3rd party IT, Internet Provider, or business associate, Allscripts' obligation to provide support to the client will be fully satisfied.

Unreproducible problems: the client accepts that some problems may not be reproducible and are specific to the client's environment, and therefore not the responsibility of Allscripts.

Cooperate with remote Tech Support: the client will cooperate with and follow the instructions given by Allscripts Tech Support. Most requests and problems can be resolved by closely following the instructions or through cooperation between the client and Tech Support.

Onsite obligations: when onsite service or installation is required, the client will provide (at no cost to Allscripts) safe and sufficient access to client facilities, including ample working space, electricity, and a telephone. If the client is not at the location when the Field Engineer arrives, we regret that services will not be provided.

Recording calls: in carrying out its obligations, Allscripts may at its discretion and solely for the purposes of monitoring the quality of Allscripts' response, record part or all of the calls between the client and Allscripts. By utilizing ProNET services, you consent to have your calls with Allscripts recorded.

6. BUSINESS HOURS AND AFTER-HOURS SUPPORT

ProNET support is offered **Monday through Friday, 8:00am to 6:00pm** in the *client's time zone* (excluding company holidays). After 6:00pm in the client's time zone is considered after-hours support and is intended for critical "network down" emergencies. After-hours details and limitations are as follows:

- **Non-critical issues:** clients requesting after-hours support for *non-critical issues* (such as remote connectivity or ISP cutovers) are billed at Allscripts' current hourly rate. After-hours tickets marked as critical that are not *true* "network down emergencies" may be billable to the client at the discretion of the on-call NTS person.
- **Critical issues:** "true" network down emergencies (such as equipment failure that interrupts large portions of the business) will be handled after-hours with no charges.

7. REPLACEMENT EQUIPMENT

Allscripts reserves the right to determine whether or not the client will receive replacement equipment. If, after remote diagnosis and troubleshooting, Allscripts determines that replacing equipment is appropriate, a Decision One Field Engineer will be requested to order the replacement equipment and schedule an onsite visit.

8. CONFIDENTIAL INFORMATION

The Allscripts NTS team, its products, and its services, does not directly transmit, receive, or otherwise handle PHI (Protected Health Information) at all. Any access to PHI is only incidental as a result of performing services requested by the client. The client agrees not to provide Allscripts with any PHI while ProNET services are being performed.

9. PASSWORD WAIVER

Upon request, NTS can create a non-administrative logon account to the firewall for clients who sign the Password Waiver. The purpose is so clients and 3rd party IT can access the firewall.

However, if the 3rd party IT or client adjusts firewall settings in a way that cause problems for the client, and the client asks Allscripts to correct it, the time to do so is billable to the client at the current Allscripts hourly rate.

10. REVISIONS

Allscripts reserves the right to revise this ToS by updating this document at any time without prior notice.

11. INDEMNIFICATION

You agree to indemnify, defend, and hold harmless Allscripts and its affiliates, subsidiaries, agents, employees, and licensors from and against any and all claims and expenses, including attorneys' fees related in any way to your use of ProNET services, violation of this ToS, violation of any law or regulation, violation of any proprietary or privacy right or breach of confidentiality.

12. DISCLAIMER

ProNET services, support, and equipment are provided on an "as is" and "as available" basis. Allscripts makes no other representations or warranties of any kind whatsoever and disclaims all other warranties and representations, expressed or implied, including, but not limited to, warranties of merchantability, fitness for a particular use or purpose, accuracy, non-infringement or operation. Allscripts does not guarantee that ProNET services or equipment will

be without error or defect. You agree that you take full responsibility and liability for your use of the services and equipment.

13. LIMITATION OF LIABILITY

To the furthest extent permitted by applicable law, under no circumstances, including, but not limited to negligence, shall Allscripts be liable for any direct, indirect, special, incidental, or consequential damages, including, but not limited to, loss of data or profit arising out of the use or the inability to use ProNET services and equipment, even if an NTS representative has been advised of the possibility of such damages. If your use of ProNET services and equipment results in the need for servicing, repair, or correction of equipment or data, you assume any and all costs thereof.

Client acknowledges there is no one line of defense for protection against cyber-attacks. The ProNET Subscription adds a technical control that lowers the risk of a malicious attack. The risk of attack is not completely removed with this Subscription and the onus of site protection against successful attacks are the responsibility of the Client. The ProNET Subscription is not a substitute for antivirus protection and Allscripts strongly recommends that the Client install antivirus protection on their systems even with the ProNET Subscription.

14. CANCELLATION

Allscripts reserves the right to cancel ProNET service at any time for any of the following reasons:

- Client fails to pay for the service in accordance with the invoice terms.
- Client refuses to cooperate with Tech Support.
- Client fails to abide by all of the terms and conditions set forth in this Terms of Service.

The terms and conditions regarding cancellation are contained in the underlying Master Services Agreement.