

TERMS APPLICABLE TO ALLSCRIPTS TOUCHWORKS AND PROFESSIONAL SOFTWARE

These terms apply to the Touchworks or Professional Software outlined in the Client Order, Delivery Order and/or Amendment. In the event of a conflict between the terms outlined below and the Agreement, the Touchworks or Professional Software Terms shall control over the conflicting provisions of the Agreement. The Allscripts Touchworks/Professional Software shall be considered Allscripts Software and not Third Party Software (except for the Third Party Software components of the Allscripts Touchworks/Professional Software indicated in the associated Client Order).

a) **Billable Users.** This Section applies to any Authorized User (and associated user account) that is either a Provider or Mid-Level who has accessed or used any the Allscripts Touchworks/Professional Software at least twice during any ninety (90) day period (each of the foregoing, a "**Billable User**"). "**Provider**" means a physician or osteopath, excluding locums and other temporary providers and "**Mid-Level**" means a nurse practitioner, physician assistant, or any other health care professional providing revenue-generating patient encounters, except that Mid-Levels shall not include Providers. "**Full Time**" Provider is a Provider that is authorized by Client to engage in patient care activities for more than 20 hours a week. A "**Part Time**" Provider is a Provider that is authorized by Client to engage in patient care activities for less than 20 hours a week. Except as otherwise provided in the applicable Client Order, other Authorized Users are not subject to this Section. Each Billable User account may only be assigned to and used by one individual at any given time. Client shall ensure that the total number of Billable User accounts for each Allscripts Touchworks/Professional module does not, at any time, exceed the corresponding number then-authorized hereunder. The initial number of Billable User accounts authorized hereunder are specified in the applicable Client Order. Client may add additional authorized Billable User accounts by paying the applicable fees calculated at Allscripts' then-current rates (unless otherwise specified in the Client Order). Client may re-assign an authorized Billable User account from one Authorized User in a category (e.g., Provider or Mid-Level) to another Authorized User in the same category only.

b) **Provider and Mid-Level Provider User Ratios.** Each Allscripts Professional Provider or Mid-Level license includes access for four (4) non-Provider, non-Mid-Level Authorized Users. For clarification, Part-Time Provider and Part-Time Mid-Level licenses do not include any access for non-Provider, non- Mid-Level Authorized Users.

c) **Subscription Services.** This Section applies to all Electronic Data Interchange (EDI) or other subscription services obtained by Client hereunder, as specified in the applicable Client Order ("**Subscription Services**"). Allscripts is reliant on third party vendors in facilitating the provision of Subscription Services to Client hereunder ("**Subscription Vendors**"). Allscripts is not responsible for any activities engaged in by any Subscription Vendors (or any of their personnel) or any Allscripts Software errors or problems to the extent they are caused by any Subscription Services. All Subscription Services are provided on an "As Available" basis. Client shall accept and agree to and, as necessary, complete and execute with the applicable Subscription Vendor(s), in the time frame reasonably specified by Allscripts, any Subscription Vendor agreement designated by Allscripts as required for performance of the corresponding Subscription Services ("**Subscription Vendor Agreement**"). Allscripts shall not be responsible for any performance or non-performance under any Subscription Vendor Agreement. Any Subscription Services term shall automatically renew for additional, successive one (1) year terms unless either Party provides written notice of non-renewal at least ninety (90) days prior to the end of the applicable term.

d) **Data Conversion.** Where conversion services are required, Client agrees to provide contact information for any vendor and will provide or procure the provision to Allscripts of all necessary data in a format approved by Allscripts and/or the file components and documentation required to perform the electronic conversion. All costs associated with the electronic conversion (including, without limitation, media, freight, current vendor costs, readable data format and, if necessary, a data conversion lab) are the responsibility of Client.

e) **Allscripts PM.** Client acknowledges that by turning on and using Allscripts Guided Scheduling from the Allscripts Software, practice data will be shared with, and utilized by Opargo, LLC to optimize available appointment times based on configurations and set up of the client system

f) **CPT Codes.**

- i. Professional EHR or PM Software. As of January 1, 2021, the continued use of Professional EHR and/or Professional PM requires Client to obtain a license for appropriate Current Procedure Terminology ("CPT") codes directly from the publisher, the American Medical Association ("AMA"). Additionally, if Client desires the use of CPT codes for any other reason, Client must obtain a license from the AMA. Client acknowledges that the license to use any CPT codes provisioned through Allscripts will expire on December 31, 2020.
- ii. Touchworks EHR Software. As of the Effective Date, the continued use of Touchworks EHR requires Client to obtain a license for appropriate Current Procedure Terminology ("CPT") codes directly from the publisher, the American Medical Association ("AMA"). Additionally, if Client desires the use of CPT codes for any other reason, Client must obtain a license from the AMA.